REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO		CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000009278
TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Works/Engineering	DATE: 7/11/2016
SUBJECT: As-Needed Consultant Services Agreement with Towill Inc. for Aerial Mapping Services (Contract Number H166646)		
PRIMARY CONTACT (NAME, PHONE): Diana Bergen,858-627-3221	SECONDARY CONTACT (NAME, PHONE): Rick McCormick, 858-627-3214	

COMPLETE FOR ACCOUNTING PURPOSES

FUND	200218				
FUNCTIONAL AREA	OTHR-00000000-TR				
COST CENTER	2113120001				
GENERAL LEDGER ACCT	512117				
WBS OR INTERNAL ORDER	A-ID.00001				
CAPITAL PROJECT No.	A-ID.00001				
AMOUNT	$1,000.00	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
Environmental Analysis		ORIG DEPT.	Gibson, Marnell	08/30/2016
Equal Opportunity Contracting		CFO		
Financial Management		DEPUTY CHIEF	Gomez, Paz	09/27/2016
Liaison Office		COO		
Comptroller		CITY ATTORNEY		
		COUNCIL PRESIDENTS OFFICE		

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

1. Authorizing the Mayor, or his designee, to execute the Agreement with Towill, Inc. for As-Needed professional aerial consultant services in an amount not to exceed $4,000,000.00, contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer; and

2. Authorizing the Chief Financial Officer to expend an amount not to exceed $4,000,000.00 over 5 (five) years for the purpose of funding the As-Needed professional aerial consultant services agreement with Towill. Inc. contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer; and 3. Authorizing the Chief Financial Officer to expend an amount not to exceed $1,000.00 from fund 200218,Underground Surcharge-CIP, WBS No. A-ID.00001, Utilities Undergrounding Program, for the purpose of executing this agreement, and meeting the minimum contract requirements.	
STAFF RECOMMENDATIONS: Adopt the Resolutions	
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)	
COUNCIL DISTRICT(S):	City Wide
COMMUNITY AREA(S):	City Wide
ENVIRONMENTAL IMPACT:	This activity is not a “project” as defined in CEQA Guidelines Section 15378 because it involves execution of a contract which, on its own accord, will not cause a significant environmental impact. As such, this activity is not subject to CEQA Guidelines Section 15060(c)(3). This determination is predicated on Section 15004 of the guidelines, which provides direction to lead agencies on the appropriate timing for environmental review. The Project(s) for which this as-needed contract is intended will require preparation of an environmental document in accordance with State CEQA Guidelines.
CITY CLERK INSTRUCTIONS:	

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 7/11/2016
ORIGINATING DEPARTMENT: Public Works/Engineering
SUBJECT: As-Needed Consultant Services Agreement with Towill Inc. for Aerial Mapping Services (Contract Number H166646)
COUNCIL DISTRICT(S): City Wide
CONTACT/PHONE NUMBER: Diana Bergen/858-627-3221

DESCRIPTIVE SUMMARY OF ITEM:
This action is to authorize an agreement for the services of Towill Inc. in providing aerial consultant services for an amount not to exceed $4,000,000.00 for a maximum duration of 5 (five) years. This agreement will provide Aerial Mapping Services for various Capital Improvement Program (CIP) projects.

STAFF RECOMMENDATION:
Adopt the Resolutions
EXECUTIVE SUMMARY OF ITEM BACKGROUND: The Construction Management & Field Services (CM&FS) Division of the Public Works Department (PWD) provides land surveying services for public improvements. The proposed As-Needed Aerial Surveying Consultant will perform various aerial surveying functions needed to support the CIP. Aerial surveying services are used when the field conditions are either not practical or make it difficult to execute a field survey (e.g., canyons, freeways). The information from the aerial survey is used to supplement a field survey which is used to aid in the design of CIP projects.

A Request for Proposals was issued in March 2016. A total of 8 (eight) firms submitted proposals. Subsequently, the selection panel evaluated the proposals and all 8 (eight) firms were invited to participate in the interview process in conformance with Council Policy 300-7. Based on the selection rating criteria and procedure, the panel selected Towill Inc. as the most qualified firm.

CITY STRATEGIC PLAN GOAL(S)/OBJECTIVE(S):
Goal#2-Work in partnership with all of our communities to achieve safe and livable neighborhoods.
Objective#3: Invest in the infrastructure.

FISCAL CONSIDERATIONS: The City agrees to issue a task order(s) with the minimum aggregate value of $1,000.00 to Towill Inc. Funding for this minimum guaranteed amount of $1,000.00 is from Fund 200218, Underground Surcharge WBS No. A-ID.00001, Utilities Undergrounding Program. The maximum contract amount for as-needed aerial consultant services shall not exceed $4,000,000.00 and the contract length is five years. Funding for future tasks will be provided by the CIP projects requiring these services

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

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee): None

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: Outreach for individual CIP projects that use these services are conducted by the project managers on a project by project basis.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: No impacts to stakeholder groups are anticipated by this action.

Gibson, Marnell
Originating Department

Gomez, Paz
Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION CITY OF SAN DIEGO **EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION**	DATE: August 31, 2016
SUBJECT: As-Needed Consultant Services Agreement with Towill, Inc. for Aerial Mapping Services (Contract Number H166646)	

GENERAL CONTRACT INFORMATION

Recommended Consultant: Towill Inc. (Not Certified, M Cauc)

Amount of this Action: **$ 1,000.00**
Total Contract Amount: $ 4,000,000.00 (Not to Exceed)

Funding Source: City of San Diego

Goal: 20% Voluntary

SUBCONTRACTOR PARTICIPATION	**This Action**	**Percent***
Skyview (Not Certified – M Cauc)	$ 200,000.	5.00%
Photo Geodetic (ELBE – M Cauc)	$ 1,000,000.	25.00%
Total Certified Participation	**$ 1,000,000.**	**25.00%**
Total Non-Certified Participation	**$ 200,000.**	**5.00%**
Total Subcontractor Participation	**$ 1,200,000.**	**30.00%**

*Sub participation percentage calculation based on commitment levels in original bidding document.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Towill Inc. submitted a Work Force Report for their San Diego County employees dated, June 29, 2016, indicating 14 employees in their Administrative Work Force.

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

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

ADDITIONAL COMMENTS

(H166646) Initiate contract

RW

City of San Diego
EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
1200 Third Avenue • Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

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).*

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: Towill, Inc.

AKA/DBA: Not Applicable

Address (Corporate Headquarters, where applicable): 2300 Clayton Road, Suite 1200

City Concord County Contra Costa State California Zip 94520

Telephone Number: (925) 682-6976 FAX Number: (925) 682-6390

Name of Company CEO: Kenneth A. Meme

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

Address: 8799 Balboa Avenue, Suite 140

City San Diego County San Diego State California Zip 92123

Telephone Number: (858) 384-0088 FAX Number: (858) 571-2030 Email: ken.meme@towill.com

Type of Business: Surveying, Mapping, and GIS Type of License: N/A

The Company has appointed: Alicia Gonzalez

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: 2300 Clayton Road, Suite 1200, Concord, CA 94520

Telephone Number: (925) 682-6976 FAX Number: (925) 627-2300 Email: alicia.gonzalez@towill.com

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☒ One San Diego County (or Most Local County) Work Force - Mandatory

☒ Branch Work Force *

☒ Managing Office Work Force

Check the box above that applies to this WFR.

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

I, the undersigned representative of Towill, Inc. *(Firm Name)*

Contra Costa *(County)*, California *(State)* hereby certify that information provided herein is true and correct. This document was executed on this 29th day of June, 2016.

(Authorized Signature) Alicia S. Gonzalez *(Print Authorized Signature)*

WORK FORCE REPORT – NAME OF FIRM: Towill, Inc. DATE: June 29, 2016

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
(4) American Indian, Eskimo
(5) Filipino, Asian Pacific Islander
(6) White, Caucasian
(7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Professional	0	0	0	0	0	0	0	0	0	0	2	0	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	1	0	0	0	0	0	0	8	1	1	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	0	0	0	1	0	0	0	0	0	0	10	2	1	0

Grand Total All Employees	14

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – NAME OF FIRM: Towill, Inc. DATE: June 29, 2016

OFFICE(S) or BRANCH(ES): Company Wide COUNTY:

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
(4) American Indian, Eskimo
(5) Filipino, Asian Pacific Islander
(6) White, Caucasian
(7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	1	2	0	0	0	1	0	0	5	3	1	0
Professional	0	0	0	0	0	0	0	0	0	0	12	4	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	10	2	3	2	0	0	1	0	30	2	2	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	1	3	0	0	0	0	0	0	1	3	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	0	0	12	7	3	2	0	1	1	0	48	12	3	0

Grand Total All Employees	89

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled	0	0	0	0	1	0	0	0	0	0	0	0	0	0

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – NAME OF FIRM: Towill, Inc. DATE: June 29, 2016

OFFICE(S) or BRANCH(ES): Concord COUNTY: Contra Costa

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
(4) American Indian, Eskimo
(5) Filipino, Asian Pacific Islander
(6) White, Caucasian
(7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	0	2	0	0	0	1	0	0	5	1	1	0
Professional	0	0	0	0	0	0	0	0	0	0	4	2	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	5	1	3	2	0	0	1	0	11	2	1	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	1	3	0	0	0	0	0	0	1	1	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	0	0	6	6	3	2	0	1	1	0	21	6	2	0

Grand Total All Employees	48

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled	0	0	0	0	1	0	0	0	0	0	0	0	0	0

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

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 (African-American, Hispanic or Latino, Asian, American Indian, Asian Pacific Islander, Caucasian, and Other Ethnicities) for each occupation. Currently, our CLFA data is taken from the 2010 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 WFR.[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 WFR from that county.[2] If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate WFRs representing your firm from each of the three counties.[1]

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. Consultants 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.

Subcontractors shall be used in the percentages listed. **NOTE:** If percentages are listed as a range, the **minimum number identified** in the range will be used to calculate overall subcontractor participation.

No changes to this Participation List will be allowed without prior written City approval. 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.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Photo Geodetic Corp.	Aerial	25%	ELBE/SBE	City/CADoGS
1161 E. Main St., Ste. 102	Photogrammetric			
El Cajon, CA 92021-7150	Mapping			
Skyview Aerial Photo, Inc.	Aerial Photography	5%	SBE/OBE	CADoGS
37920 Sky Canyon Dr., Ste.	1001			
Murrieta, CA 92563	Acquisition			

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

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: _____ Department Name: _____

City Project Manager: _____

Name of Firm: _____

Project Name: _____

Contract or Amendment Amount: $ _____

Appropriate approval authority:

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

THIS SECTION TO BE COMPLETED AND REVIEWED BY CONSULTANT

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

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

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

I hereby certify that I am an authorized representative of:

_____
(Name of Firm)

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

By Ken A. Meme _____ _____
(SIGNATURE of Authorized Representative) (PRINTED name of Authorized Representative)

THE CITY OF SAN DIEGO

SUBMIT

Request for Human Resources Approval for Purchase Requisition
(Contracting Out Review Request Form)

Requesting Department: PUBLIC WORKS
Vendor Name:
WBS No. or Project Title
Purchase Requisition # (if available):
Department Contact: DIANA BERGEN
Date of Request: 04/06/2016
Contract Amount/Estimate: $ 4,000,000.00
Contract/Service Duration: 5 YEARS

NOTE: *Please provide a description of the activity/services requested and what the request to contract out work will cover. (Please use plain language for the terms/definitions)*

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

Question	Department Response
What is the contract/service for? (Please be specific as to the scope of work)	AS-NEEDED CONSULTANT FOR AERIAL MAPPING, SURVEYING, DIGITIZING AND PHOTOGRAPHY
What is the location of the project/service?	CITYWIDE
Are City employees currently performing any of the work?	NO
Do City employees currently have the expertise to do this work in-house? If not, why not?	NO. VERY COMPLEX, INCLUDES FLYING AN AIRCRAFT

Will any City employees be displaced as a result of this contract/service?	NO
If this is a renewal of an existing contract, how long have these services been contracted out?	NA - We received approval for a $2,000,000 contract in Nov 2015 (attached), but we need to increase this to $4,000,000.
Is this a Public Works project? * (i.e. construction, reconstruction or repair of City buildings, street or other facilities)	NO
Is this a Tenant Improvement project? * (i.e. changes to the interior of a City facility, such as floors, wall coverings, shelves, ceilings, windows, partitions, etc.)	NO
Was another Department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication. If not, why was another Department not contacted?	NO, THERE IS NO DEPARTMENT WITHIN THE CITY THAT HAS THE CAPABILITY TO PERFORM THIS TYPE OF WORK. ATTACH

***NOTE:** If Public Works project ($100,000 in labor costs or less) or Tenant Improvement project ($250,000 in labor costs or less) requires HR review/approval. All other contracts require HR review/approval regardless of dollar amount. Remember – Departments cannot intentionally bundle services to avoid the threshold labor costs.*

HUMAN RESOURCES DEPARTMENT USE ONLY

Based on the Department's representation, this contract is **APPROVED** from a labor relations perspective.

Human Resources Department Liaison

4/8/16
Date

THE CITY OF SAN DIEGO

SUBMIT

Request for Human Resources Approval for Purchase Requisition

(Contracting Out Review Request Form)

Requesting Department: PUBLIC WORKS
Vendor Name:
WBS No. or Project Title:
Purchase Requisition # (if available):
Department Contact: DIANA BERGEN
Date of Request: 11/10/2015
Contract Amount/Estimate: $ 2,000,000
Contract/Service Duration: 5 years
Litigation Services (if applicable): ☐ Yes or ■ No
Deputy City Attorney Assigned/Contact:
P-Card Purchase (if applicable): ☐ Yes or ■ No

NOTE: Please provide a description of the activity/services requested and what the request to contract out work will cover. (Please use plain language for the terms/definitions)

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

Question	Department Response
What is the contract/service for? (Please be specific as to the scope of work)	AS-NEEDED CONSULTANT FOR AERIAL MAPPING, SURVEYING, DIGITIZING AND PHOTOGRAPHY
What is the location of the project/service?	CITYWIDE
Are City employees currently performing any of the work?	NO
Do City employees currently have the expertise to do this work in-house? If not, why not?	NO, VERY COMPLEX, INCLUDES FLYING AN AIRPLANE

Will any City employees be displaced as a result of this contract/service?	NO
If this is a renewal of an existing contract, how long have these services been contracted out?	NA
Is this a Public Works project? * (i.e. construction, reconstruction or repair of City buildings, street or other facilities)	NO
Is this a Tenant Improvement project? * (i.e. changes to the interior of a City facility, such as floors, wall coverings, shelves, ceilings, windows, partitions, etc.)	NO
Was another Department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication. If not, why was another Department not contacted?	NO, THERE IS NO DEPARTMENT WITHIN THE CITY THAT HAS THE CAPABILITY TO PERFORM THIS TYPE OF WORK. See project Type list w/ MEA

**NOTE: If Public Works project ($100,000 in labor costs or less) or Tenant Improvement project ($250,000 in labor costs or less) requires HR review/approval. All other contracts require HR review/approval regardless of dollar amount. Remember – Departments cannot intentionally bundle services to avoid the threshold labor costs.*

HUMAN RESOURCES DEPARTMENT USE ONLY

Based on the Department's representation, this contract is ☑ APPROVED from a labor relations perspective.

Human Resources Department Liaison

11/18/15
Date

AGREEMENT BETWEEN

THE CITY OF SAN DIEGO

AND

TOWILL, INC.

FOR

AS-NEEDED AERIAL SURVEYING, PHOTOGRAPHY, MAPPING AND DIGITIZING SERVICES

CONTRACT NUMBER: H166646

AGREEMENT FOR AS-NEEDED CONSULTANT SERVICES

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(BB) Work Force Report
(CC) Subcontractors List

Exhibit E - Consultant Certification for a Drug-Free Workplace

Exhibit F - Determination Form

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

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AS-NEEDED AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND TOWILL INC. FOR CONSULTANT SERVICES

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Towill, Inc. [Consultant] for the Consultant to provide aerial surveying, mapping, photography and digitizing [Professional Services] to the City.

RECITALS

The City wants to retain the services of a professional aerial surveying firm to provide aerial surveying, mapping, photography and digitizing on an as-needed, hourly fee basis.

The Consultant represents that it has the expertise, experience and personnel necessary to provide the Professional Services on an as-needed, hourly fee basis.

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 Professional Services on an as-needed, hourly fee basis [Agreement].

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

ARTICLE I
CONSULTANT SERVICES

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

1.1 Scope of Services. The scope of services will be determined by the City on an as-needed basis and presented to Consultant as an individual task [Task]. The Consultant shall perform the Professional Services at the direction of the City and as generally set forth in the Scope of Services [Exhibit A] and as more specifically described in each Task Order Authorization [Task Order] [Exhibit B].

1.1.1 Task Order. Prior to beginning performance in response to a Task Order, Consultant shall complete and execute the Task Order which must be approved in writing by the City. Each Task Order shall include a scope of Professional Services, a cost estimate, and the time for completion. The scope of Professional Services shall include all activities or work reasonably anticipated as necessary for successful completion of each Task presented by the City.

1.1.2 Non-Exclusivity. The Consultant agrees that this Agreement is non-exclusive and that the City may enter into agreements with other Consultants to perform the same or similar Professional Services during the term of this Agreement.

1.1.3 Issuance of Task Orders for Multiple Contracts with the Same Services. When multiple As-Needed Agreements exist for the same discipline, the Contract Manager for the City will rotate award of Task Orders between the multiple agreements until the contract duration expires or the contract authorization amount is exhausted. After a Consultant has been issued a Task Order, that Consultant will be placed at the end of the list for consideration to perform the next Task Order.

1.2 Task Administrator. The Public Works Department is the task administrator for this Agreement. The Consultant shall provide the Professional Services under the direction of a designated representative of the Public Works 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 Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. Further, 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 designee, unless the Agreement specifies otherwise.

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in any Task 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 may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

1.4 Written Authorization. Prior to performing any Professional Services in connection with the Tasks, 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 changes to any Task, including any changes to the time for completion or the Compensation and Fee Schedule, 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 Professional Services in accordance with applicable laws and accepted industry standards.

1.5 Confidentiality of Services. All Professional 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.** Any plans, specifications, studies, or reports required by the Scope of Services must 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, this Agreement shall be effective for issuing and completing Task Orders for no more than **60** months following the date of its execution by the City, unless said duration is modified in writing by an amendment to this Agreement. Any extension beyond sixty (60) months will require City Council approval via 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 any Task shall be set forth in the Task Order and shall not exceed the contract duration.

2.3 **Notification of Delay.** The Consultant shall immediately notify the City in writing if Consultant experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Task Order. 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 Task, the City may exercise its rights under Sections 2.5–2.7 of this Agreement.

2.4 **Delay.** If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle

the 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 Professional 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 the 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 Professional Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the 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 Professional Services the Consultant has 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 Professional 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 Professional 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 Professional 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 Professional Services under this Agreement. For services rendered in completing the work, the Consultant shall be entitled to fair and reasonable compensation for the Professional 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 drawings, plans, calculations, specifications and other documents or records related to the Consultant's Professional Services on all Task(s). 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 perform or adequately perform any obligation required by this Agreement, the Consultant's failure constitutes a Default. A Default includes the Consultant's failure to complete the Professional Services within the time for completion as set forth in the Task Order. 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 all reasonably related expenses, in an amount not to exceed $4,000,000. The City agrees to issue at least one or more Task Orders with a minimum aggregate value of $1,000.00 to the Consultant. The amount of compensation may be reduced by liquidated damages, as set forth in Exhibit C.

3.2 Manner of Payment. The City shall pay the Consultant in accordance with the Compensation and Fee Schedule [Exhibit C]. 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.

3.3 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.

3.4 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 for any issued Task Order; or (2) where the total anticipated cost for performance of the Scope of Services may be greater than the maximum compensation for this Agreement or for any Task Order.

ARTICLE IV
CONSULTANT'S OBLIGATIONS

4.1 Industry Standards. The Consultant agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent aerial surveying 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 Professional 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 Professional 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 described in Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Section 4.3.4. 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 RESERVED

4.3.1.5 Aircraft Liability. Consultant shall procure and maintain or cause to maintain and verify that its subconsultant procure and maintain Aircraft Liability insurance to cover aviation operations related to this Agreement in an amount not less than $1 million combined single limit for bodily injury and property damage.

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 Agreement 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 automobiles 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.

4.3.4.4 Aircraft Liability Insurance Endorsements

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

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Aircraft 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.

4.3.5 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 related to the Project [Subcontractor Services] is subject to prior approval by the City. The Consultant shall list on the Subcontractor List (Exhibit D, Attachment CC) 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 addition, deletion, or substitution of Subcontractor Services, the Consultant must submit a written notice to the City requesting approval for the change modifying the Subcontractor Services. The Consultant's written notice shall include a justification, a description of the scope of services, an estimate of all costs/percentage of contract participation for the Subcontractor Services, and an updated Exhibit D, Attachment CC reflecting the requested change(s). 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 Records and Reports.

4.5.1 The Consultant shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors. Records shall show name, telephone number including area code, and business address of each Subcontractor and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

4.5.2 The Consultant shall retain all records, books, papers, and documents directly pertinent to the Contract for a period of not less than five (5) years after Completion of the contract and allow access to said records by the City's authorized representatives.

4.5.3 The Consultant must submit the following reporting using the City's web-based contract compliance i.e., Prism® portal:

4.5.3.1 Monthly Employment Utilization. Consultant and their Subcontractors must submit Monthly Employment Utilization Reporting by the fifth (5th) day of the subsequent month.

4.5.3.2 Monthly Invoicing and Payments. Consultant and their Subcontractors must submit Monthly Invoicing and Payment Reporting by the fifth (5th) day of the subsequent month.

4.5.3.3 To view the City's online tutorials on how to utilize PRISM® for compliance reporting, please visit: http://stage.prismcompliance.com/etc/vendortutorials.htm

Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoice, or both. 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.

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, gender expression, gender identity, 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 Professional 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 Assessment Engineering Professional's

organization must make disclosures of relevant financial interests is set forth in the Determination Form [Exhibit F].

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 Professional 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 Professional 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 Professional 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 ADA Certification. The Consultant hereby certifies [Exhibit J] 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.

4.14 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 subconsultants shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

4.14.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Consultant and its subconsultants shall ensure that all workers who perform work under this Agreement 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.

4.14.1.1. 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 subconsultants 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.

4.14.1.2. 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.

4.14.2. Penalties for Violations. Consultant and its subconsultants 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.

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

4.14.3.1. For agreements entered into on or after April 1, 2015, Consultant and their subconsultants shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

4.14.4. Apprentices. Consultant and its subconsultants 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 subconsultants with sections 1777.5, 1777.6 and 1777.7.

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

4.14.6. Required Provisions for Subcontracts. Consultant shall include at a minimum a copy of the following provisions in any contract they enter into with a subconsultant: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

4.14.7. 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."

4.14.8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. 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. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

4.14.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no Consultant or subconsultant may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a Consultant or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 By submitting a bid or proposal to the City, Consultant is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Consultant shall provide proof of registration to the City upon request.

4.14.9.1. A Consultant's inadvertent error in listing a subconsultant who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subconsultant is registered prior to proposal due date; (2) within twenty-four hours after the proposal due date, the subconsultant is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subconsultant is replaced by another registered subconsultant pursuant to Public Contract Code section 4107.

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 Contractor, 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 Contractor, 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 Deliverable Materials 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 Materials to the City, the agreement between Consultant and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable Materials/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable Materials/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 Materials, 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 elected officials, 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, Deliverable Materials, 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.

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: Public Works Department, c/o Diana Bergen, MS 18, 9485 Aero Drive, San Diego, CA 92123-1801, and notice to the Consultant shall be addressed to: Towill, Inc., 2300 Clayton Road, Suite 1200, Concord CA 94520.

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 Professional 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: Lorraine Amenda, Ken

Meme [Project Team]. Accordingly, performance of Professional Services under this Agreement 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 Team 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 performance of the Scope of Services.

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.** 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 without regard to the conflicts or choice of law provisions thereof.

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 Professional Services in the Scope of Services as described in issued Task Orders.

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 Professional Services using the Consultant Evaluation Form [Exhibit G].

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 30 adopted by Ordinance No. O-20148. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit H. The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

9.24 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 electronic files, and specifications prepared in connection with or related to the Scope of Services or Professional Services, shall be the property of the City.

9.25 Project Site Safety. Unless otherwise provided by the Scope of Services in this Agreement, the Consultant, Subconsultant and their employees are not responsible for general Project site conditions during the course of construction of the Project. The City acknowledges that the construction contractor has primary responsibility for Project site conditions, including safety of all persons and property. This provision shall not be interpreted to in any way relieve the Consultant, Subconsultants or their employees of their obligation under Section 4.1 of this Agreement to comply with all applicable laws, codes and good consulting practices with regard to the maintenance of a safe Project site.

9.26 Equal Benefits Ordinance. Unless an exception applies, Consultant shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (§22.4304(f)). Failure to maintain equal benefits is a material breach of this Agreement. By signing this Agreement, Consultant certifies that Consultant is aware of, and will comply with, this City-mandated clause throughout the duration of the Agreement.

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

9.28 Precluded Participation. In order to avoid any conflicts of interest, the Consultant, and all subconsultants, shall be precluded from participating in any future contract for services, that is subsequently required/created as a result of the contract services provided under this Agreement.

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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 its Corporate Authority.

Dated this _____ day of _____, _____.

THE CITY OF SAN DIEGO
Mayor or Designee

By_____

I HEREBY CERTIFY I can legally bind Towill, Inc. and that I have read an approve all of this Agreement, this 15th day of July, 2016.

By Ken A. Meme

Ken Meme
President

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

JAN I. GOLDSMITH, City Attorney

By_____

Deputy City Attorney

CONSULTANT AS-NEEDED AGREEMENT EXHIBITS

SCOPE OF SERVICES

AS-NEEDED AERIAL SURVEYING, PHOTOGRAPHY, MAPPING AND DIGITIZING SERVICES (H166646)

Consultant will have in-house Photogrammetric Mapping and Aerial Photographic Service capabilities. The Consultant shall be an independent contractor and must have an "In House" licensed land surveyor or licensed photogrammetric surveyor, duly licensed under Division 3, Chapter 15 "Land Surveyors", of the Business and Professions Code of the State of California.

1.0 GENERAL REQUIREMENTS:

- Aerial survey, mapping and digitizing of various areas of San Diego in MicroStation V8 format.
- Photogrammetrist will adhere to San Diego County's Standard specifications for Aerial Surveying and Topographic Mapping unless otherwise specified.
- All 20' scale mapping with 1' contours, will be flown at a photo scale of not more than 1" = 200'.
- All 40' scale mapping with 1' contours, will be flown at a photo scale of not more than 1" = 300'.

2.0 SCOPE OF SERVICES

The Aerial Consultant shall furnish the City:

2.1 PHOTOGRAPHY

A. Flight plan, including model layout, direction of flight, and location of premarks, (subject to City approval).

B. One (1) set of 9" x 9" contact prints. Contact prints shall be printed on color paper with gloss finish.

C. Negatives and digital scans of all negatives, electronic project set-up files, the camera report and AT.

D. All color contact prints and photo enlargements shall be sent to the City after flying and processing.

E. The following information shall appear on all negatives used for mapping or photographs: Date, Photo scale, project name, negative number (flight line, exposure number).

F. One (1) digital ortho photo file(s) in a .tif image format with Geo Tiff header information (project coordinate system value/projection/coordinate system units). Scanning for these images shall be taken from the original negatives, and be scanned at 12 microns. All files shall be geo referenced.

G. A world file header shall also be delivered along with a tif image . The world file (.tfw) shall be named the same as each .tif image with the .tfw extension, i.e... [image 01.tif & image 01.tfw]

2.2 MAPPING

A. All mapping shall comply with City of San Diego Aerial Photogrammetric specifications.

B. The following data shall be included in the electronic mapping file: Name of consultant doing the project, Company Logo (if available), Name of project, Work order number, Date & Scale.

C. If analytical solution for mapping is used, the following parameters shall be met. Analytical measurements shall be made on analytical stereo-plotters or comparetors having necessary precision to achieve nationally accepted x, y, and z accuracies. This work shall be performed in accordance with Section 72 of the San Diego County standard specifications, except that the last line of 72.30 shall be changed to read: "In no case shall the targeted points of basic control be farther apart than three (3) stereoscopic models."

D. May include terrestrial laser scanning or airborne LiDAR.

2.3 DIGITIZING

A. A digitized graphic data model called 'Mapping' of the topographic mapping for this project shall be in a V8 3-D ".DGN" format for Bentley Systems software, furnished on a recordable compact disc. The version of Microsoft Windows must be NT or higher. Compact Discs will be furnished with the check prints.

B. A Break-line/Spot elevation model called 'DTM' which contains all pertinent planimetric and topographic features necessary to create an accurate digital terrain model (DTM) of the aerial mapping area, also in the same Bentley V8 3D.DGN file format shall be provided.

The breaklines are not to cross but are to fall just short of the breakline of intersection within a tolerance prohibiting the triangulation through the breakline. The breakline should be constructed in such a manner that prohibits the triangulation through it. Also a breakline should not 'loop' back upon itself or have 'tails' at the ends of the breakline.

These breaklines shall be tested by the consultant to assure that no breakline crosses or touches another breakline.

2.3.1 Breakline defined:

A series of line segments which delineate and define the discontinuities of the terrain (model) surface (Improved and/or unimproved). Examples of breaklines are edges of roadways (paved or unpaved), crown of street, or manmade flowlines, drains, changes in slope gradient, edges of graded pads, tops and toes of slopes, tops and bases of retaining walls, steep cliff faces, retaining structures - such as bridge abutments, etc. Generally, breaklines can be loosely defined as the intersection of two planes and are any linear terrain feature that delineates the ground surface (improved and/or unimproved), and therefore have a controlling effect on the definition and accuracy of the digital terrain model. These breaklines serve as a wall through which terrain triangles cannot pass.

Additionally, for further definition and accuracy of the DTM, spot or "regular" surface points should be added to the DTM (surface model) to further define and "fill-in" the surface. The more severe the discontinuities in the surface, the greater the need for increased density in point collection. The spots, used to define the gradient change, needs to be dense enough to prevent unwanted flattening in the surface according to the contour interval. As a general rule of thumb, these points should be collected at a density of ½" at the plotted scale.

The use of a good engineering font, capital x or +, with a center/center justification shall be used for point symbology.

2.3.2 Spots defined:

A raised or depressed point defining a surface where a break line could not define that surface. Examples are tops of mounds, mountains, hills, raises, peaks, and raised cones or bottom of depressions, ditches, craters, holes and depressed cones.

The contours shown in Section 3.3.A above shall be generated solely from this DTM data.

The contours produced from the DTM data shall meet or exceed ASPRS 90 standards where 68% (1Φ) of the contours tested fall within 1/3 contour interval. Any point tested that is more than 3Φ out shall be regarded as blunderous. These standards closely parallel the familiar National Map Accuracy Standards.

C. The appropriate City of San Diego cell library (V8 City Existing.cel), font resource file (V8 City Font.rsc), color table (V8 City color.tbl), line style (V8 City Line Style.rsc), level scheme, and seed file parameters are to be used for placement of all elements in the design files, with strict adherence to "Working Units" and seed file "Global Origin". Base map level schemes are attached. A diskette containing the most current

version of the above seed files, cell libraries and font resource files will be provided to the aerial contractor, if needed, upon request.

D. All graphic elements within the Project Design File shall adhere to appropriate MicroStation element definitions to allow for error free translation of design files from 3d to 2d. If the Design file is observed to have incorrect element definitions which produce errors related to either the above 3d to 2d file translations, or produce errors when used with other Bentley Applications software, the aerial contractor shall be responsible for the correction of any errors or deficiencies in the design file related to incorrect graphic element definitions, etc.

E. Intergraph Design file working units shall be the Survey Foot: I.E., Feet, 10th's of a foot, and 1000th's of a foot. Use a (sf) symbol for foot annotations, and (su) for tenths annotations in working units tutorial. 1200/3937 sf = 1.0 m and 1200/393700 se = 1.0 cm.

(Note: Above parameters are provided in V8 nad83 3d.dgn).

NOTE: To prevent project delays related to item D. above, it is recommended that each design file be reviewed using an appropriate file checking software, (i.e. 'Axiom File Fixer', Etc.). This will help to identify and correct any element definition, and/or design file format error(s) prior to receipt of said files by the City of San Diego.

2.4 FIELD VERIFICATION

To ensure accuracy and completeness of aerial mapping, Aerial vendor shall provide 'field verification' of check-prints prior to submission to the City. This will require on-site verification by vendor that marked-out utilities, or other pertinent surface features, which might have been missed or not originally compiled, shall be shown on the check prints. These additional features, (if any) shall be located and plotted within two (2) feet of actual location. This additional information (if any) shall be incorporated into the design file. Arrangements shall be made through Diana Bergen for meeting with her or other designated engineer on site.

3.0 <u>ADDITIONAL REQUIREMENTS</u>

Survey control for this project will be established using the Global Positioning System (GPS), and all digitizing will be based on the California Coordinate System, Zone 6, and NAD 83 (Epoch 1991.35) Coordinate Base. Bentley Design files shall have a Global Origin of:

x = -6165251.6353, y = -1772251.6353 and z = +214748.3648, to allow for the NAD '83 coordinate values. It is the intent of the City to have all underground utilities and surface features, i.e. sewer manholes, gate valves, etc., premarked with paint, and color coded per utility. For this reason, all photography will be done in color, and the appropriate City of San Diego color / symbology tables will be used. All mapping and digitizing will reflect this information.

On all strip mapping, or other mapping as shown or deemed necessary, an additional exposure shall be taken at each end of the requested mapping area.

3.1 SPECIAL NOTE

As of June 1, 2000, on all projects, where street, alley/easements are defined, mapping areas will cover the street or alley/easement width **PLUS** an additional fifty (50) foot distance back of property, alley or easement Right of Way. This will be the standard unless otherwise stated or shown on an individual project basis.

3.2 "CITY OF SAN DIEGO" CADD LEVEL DOCUMENTATION

LEVELS:

The design seed file consists of some 500+ levels. These are like transparencies overlaying each other. Elements may be placed or manipulated on any of these levels. Although any combination of levels may be viewed at one time, you can draw design elements only on one level, the "Active Level".

END OF SCOPE OF SERVICES

EXHIBIT B

TASK ORDER AUTHORIZATION FOR PROFESSIONAL SERVICES [TASK ORDER]

Consultant:

Agreement:

Task Order No.: **Date:**

Pursuant to the Terms and Conditions of the Agreement referenced above and incorporated into this Task Order, Consultant hereby agrees to perform the Professional Services described below. The Consultant shall furnish all necessary facilities, materials, and professional, technical, and supporting personnel required by this Task Order.

Part A **Scope of Services**

1.1 Professional Services rendered under this Task Order shall be performed in accordance with the Agreement. The Scope of Services shall be as set forth in Exhibit A of the Agreement and as more fully set forth below. If necessary, the Scope of Services may be more fully described on one or more separate sheets and attached to this Task Order.

Part B **Task Order Compensation**

City shall pay Consultant for the Professional Services required by this Task Order in accordance with Article III of the Agreement.

The not to exceed cost of the Scope of Services for this Task Order is **$** _____ .

Part C **Personnel Commitment**

The Scope of Services shall be performed by Consultant's personnel in the number and classifications required by City.

Part D **Time Sequence**

All Professional Services to be performed under this Task Order shall be completed by _____, and as set forth in the Task Order Scope of Services.

City of San Diego	**Consultant**
Recommended For Approval:	I hereby acknowledge receipt and acceptance of this Task Order for:
Approved By:	By:
Name: (Type)	
Title:	
Date:	

EXHIBIT C

COMPENSATION AND FEE SCHEDULE

GENERAL FUNCTION	TASK DESCRIPTION	RATE ($)	UNIT	NOTES
ADMINISTRATION / MANAGEMENT / QA	Project Coordination / Management / Administration	$156.50	Per Hour	
	Technical Supervision	$156.50	Per Hour	
	Flight Design and QA Review of Aerial Photography	$156.50	Per Hour	
	Field Check of Topographic Map	$97.85	Per Hour	
AERIAL PHOTOGRAPHY ACQUISITION	Aircraft Mobilization (Basic) *	$705.00	Each	Natural Color Film
	Mileage between Sites	$10.00	Per Mile	Greater than 2.0 Miles Between Project Areas
	Controlled Airspace Fee for Restricted Areas *	$295.00	Each	Add to Basic Aircraft Mobilization
	Specified Flight Time *	$295.00	Each	Add to Basic Aircraft Mobilization
	Weekend / Holiday / Priority Flight *	$910.00	Each	Add to Basic Aircraft Mobilization
	Altitude Change per 1000 Feet *	$56.00	Each	Add to Basic Aircraft Mobilization
	Flight Line *	$65.00	Each	Two or More Overlapping Exposures
	Natural Color Exposure - Film *	$47.00	Each	Stereo - 60% Forward Overlap
	Natural Color Exposure - Film *	$100.00	Each	Single Vertical Spot Photograph
	Natural Color Exposure - Film *	$183.00	Each	Single Oblique Photograph
	Airborne GPS Project Initiation / Mobilization Fee *	$2,500.00	Each	Add to Basic Aircraft Mobilization; Includes Airborne GPS Base Station Operation

	Airborne GPS Flight Line Fee *	$25.00	Each	Add Per Flight Line
	Airborne GPS Exposure Fee *	$6.00	Each	Add Per Exposure
	Airborne GPS Data Processing	$156.50	Per Hour	
PHOTOGRAPHIC REPRODUCTION	Film Color Balance Fee *	$41.50	Each	Per Flight
	Natural Color Contact Print on Photographic Paper *	$6.50	Each	Per Print
	Natural Color Negative Scanning Setup Fee	$232.00	Each	Per Flight
	Natural Color Scan	$12.50	Each	Per Exposure; Not Georeferenced
	Natural Color Digital "Contact Print"	$15.50	Each	Add to Cost of Scan; Approximately Georeferenced
ANALYTICAL AEROTRIANGULATION	Setup, Photographic Mensuration, and Computations	$124.35	Per Hour	
PHOTOGRAMMETRIC MAPPING				
1" = 40', 1' Contours	Topographic Mapping	$135.00	Per Acre	May vary per project depending on complexity
1" = 40', 1' Contours	Topographic Mapping 100' Wide	$1.08	Per Lineal Foot	
1" = 40', 1' Contours	Topographic Mapping 200' Wide	$1.73	Per Lineal Foot	
1" = 40', 1' Contours	Topographic Mapping 300' Wide	$2.38	Per Lineal Foot	
1" = 40', 2' Contours	Topographic Mapping	$124.35	Per Acre	May vary per project depending on complexity

1" = 40', 2' Contours	Topographic Mapping 100' Wide	$0.98	Per Lineal Foot	May vary per project depending on complexity
1" = 40', 2' Contours	Topographic Mapping 200' Wide	$1.57	Per Lineal Foot	May vary per project depending on complexity
1" = 40', 2' Contours	Topographic Mapping 300' Wide	$2.16	Per Lineal Foot	May vary per project depending on complexity
1" = 20', 1' Contours	Topographic Mapping	$162.25	Per Acre	May vary per project depending on complexity
1" = 20', 1' Contours	Topographic Mapping 100' Wide	$1.30	Per Lineal Foot	May vary per project depending on complexity
1" = 20', 1' Contours	Topographic Mapping 200' Wide	$2.16	Per Lineal Foot	May vary per project depending on complexity
1" = 20', 1' Contours	Topographic Mapping 300' Wide	$3.03	Per Lineal Foot	May vary per project depending on complexity
1" = 20', 2' Contours	Topographic Mapping	$146.00	Per Acre	May vary per project depending on complexity
1" = 20', 2' Contours	Topographic Mapping 100' Wide	$1.18	Per Lineal Foot	May vary per project depending on complexity
1" = 20', 2' Contours	Topographic Mapping 200' Wide	$1.88	Per Lineal Foot	May vary per project depending on complexity
1" = 20', 2' Contours	Topographic Mapping 300' Wide	$2.60	Per Lineal Foot	May vary per project depending on complexity
0.2' Pixel Resolution	Natural Color Digital Orthophotography **	$3.79	Per Acre	May vary per project depending on complexity
0.2' Pixel Resolution	Natural Color Digital Orthophotography 100' Wide	$0.17	Per Lineal Foot	Assumes Topographic Mapping and Ortho Limits Coincide
0.2' Pixel Resolution	Natural Color Digital	$0.24	Per Lineal Foot	Assumes Topographic Mapping and Ortho Limits Coincide

	Orthophotography 200' Wide			
0.2' Pixel Resolution	Natural Color Digital Orthophotography 300' Wide	$0.33	Per Lineal Foot	Assumes Topographic Mapping and Ortho Limits Coincide
* - Includes applicable sales tax				
** - Assumes the DTM data necessary to rectify the aerial photography outside of the topographic mapping limits will be provided by the City of San Diego				

NOTE:

- Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost effective Air Fare, Train, and/or Car Rental, will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (http://www.gsa.gov/portal/category/100120).
- All subconsultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
- A request for an annual rate adjustment must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego a minimum of 60 days before the Agreement anniversary date. Said proposed adjustment shall not exceed three percent (3%), and the City of San Diego must approve any rate adjustments in writing before they become effective.

EXHIBIT D

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. Consultants are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

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. Disclosure of Discrimination Complaints (Attachment AA). 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, gender expression, gender identity, 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 BB) 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 all consultant contracts, the City shall apply a maximum of an additional 12 points for SLBE or ELBE participation, to the proposer's subtotal maximum evaluation points.. Additional points will be awarded as follows to achieve the proposer's final maximum evaluation points :

a. If the proposer achieves 20% participation, apply 5 points to the proposer's score; or

b. If the proposer achieves 25% participation, apply 10 points to the proposer's score; or
c. If the prime consultant is a SLBE or an ELBE, apply 12 points to the proposer's score.

B. Subcontractor Participation List. The Subcontractor Participation List (Attachment CC) 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.

V. Maintaining Participation Levels.

A. Bid discounts and additional points are based on the Consultant's level of participation prior to the award of goods, services, or consultant contract. Consultants are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.

B. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount or additional points were awarded. The City must approve in writing the reduction in SLBE or ELBE participation levels.

C. The Consultant shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.

D. Consultant's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VI. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability or at least 10% or more; and the veteran must reside in California. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a firm having a Principal Place of Business and a Significant Employment Presence in San Diego 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.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

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

Principal Place of Business: a location wherein a firm maintains a physical office and through which it obtains no less than fifty percent (50%) of its overall customers or sales dollars.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees are domiciled in San Diego County.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business

certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE or DVBE from the following certifying agencies:

Current certification by the State of California Department of Transportation (CALTRANS) as DBE.

Current MBE or WBE certification from the California Public Utilities Commission.

DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.

Current certification by the City of Los Angles as DBE, WBE or MBE.

Current certification by the U.S. Small Business Association as SDB, WOSB, SDVOSB, or Hubzone.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with RFP. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

AA. Disclosure of Discrimination Complaints
BB. Work Force Report
CC. Subcontractors List

DISCLOSURE OF DISCRIMINATION COMPLAINTS

As part of its proposal, the Design Professional must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Design Professional in a legal or administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

☒ The undersigned certifies that within the past 10 years the Design Professional has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers.

☐ The undersigned certifies that within the past 10 years the Design Professional has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
		Not Applicable			

Design Professional Name Towill, Inc.

Certified By Alicia Gonzalez
Name

Signature

Title Human Resources Manager

Date June 29, 2016

USE ADDITIONAL FORMS AS NECESSARY

City of San Diego
EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
1200 Third Avenue • Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

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).*

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: Towill, Inc.

AKA/DBA: Not Applicable

Address (Corporate Headquarters, where applicable): 2300 Clayton Road, Suite 1200

City Concord County Contra Costa State California Zip 94520

Telephone Number: (925) 682-6976 FAX Number: (925) 682-6390

Name of Company CEO: Kenneth A. Meme

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

Address: 8799 Balboa Avenue, Suite 140

City San Diego County San Diego State California Zip 92123

Telephone Number: (858) 384-0088 FAX Number: (858) 571-2030 Email: ken.meme@towill.com

Type of Business: Surveying, Mapping, and GIS Type of License: N/A

The Company has appointed: Alicia Gonzalez

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: 2300 Clayton Road, Suite 1200, Concord, CA 94520

Telephone Number: (925) 682-6976 FAX Number: (925) 627-2300 Email: alicia.gonzalez@towill.com

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☒ One San Diego County (or Most Local County) Work Force - Mandatory

☒ Branch Work Force *

☒ Managing Office Work Force

Check the box above that applies to this WFR.

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

I, the undersigned representative of Towill, Inc. *(Firm Name)*

Contra Costa *(County)*, California *(State)* hereby certify that information provided herein is true and correct. This document was executed on this 29th day of June, 2016.

(Authorized Signature) Alicia S. Gonzalez *(Print Authorized Signature)*

WORK FORCE REPORT – NAME OF FIRM: Towill, Inc. DATE: June 29, 2016

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
(4) American Indian, Eskimo
(5) Filipino, Asian Pacific Islander
(6) White, Caucasian
(7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Professional	0	0	0	0	0	0	0	0	0	0	2	0	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	1	0	0	0	0	0	0	8	1	1	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	0	0	0	1	0	0	0	0	0	0	10	2	1	0

Grand Total All Employees	14

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – NAME OF FIRM: Towill, Inc. DATE: June 29, 2016

OFFICE(S) or BRANCH(ES): Company Wide COUNTY:

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
(4) American Indian, Eskimo
(5) Filipino, Asian Pacific Islander
(6) White, Caucasian
(7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	1	2	0	0	0	1	0	0	5	3	1	0
Professional	0	0	0	0	0	0	0	0	0	0	12	4	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	10	2	3	2	0	0	1	0	30	2	2	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	1	3	0	0	0	0	0	0	1	3	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	0	0	12	7	3	2	0	1	1	0	48	12	3	0

Grand Total All Employees	89

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled	0	0	0	0	1	0	0	0	0	0	0	0	0	0

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – NAME OF FIRM: Towill, Inc. DATE: June 29, 2016

OFFICE(S) or BRANCH(ES): Concord COUNTY: Contra Costa

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
(4) American Indian, Eskimo
(5) Filipino, Asian Pacific Islander
(6) White, Caucasian
(7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	0	2	0	0	0	1	0	0	5	1	1	0
Professional	0	0	0	0	0	0	0	0	0	0	4	2	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	5	1	3	2	0	0	1	0	11	2	1	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	1	3	0	0	0	0	0	0	1	1	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	0	0	6	6	3	2	0	1	1	0	21	6	2	0

Grand Total All Employees	48

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled	0	0	0	0	1	0	0	0	0	0	0	0	0	0

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

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 (African-American, Hispanic or Latino, Asian, American Indian, Asian Pacific Islander, Caucasian, and Other Ethnicities) for each occupation. Currently, our CLFA data is taken from the 2010 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 WFR.[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 WFR from that county.[2] If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate WFRs representing your firm from each of the three counties.[1]

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. Consultants 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.

Subcontractors shall be used in the percentages listed. **NOTE:** If percentages are listed as a range, the **minimum number identified** in the range will be used to calculate overall subcontractor participation.

No changes to this Participation List will be allowed without prior written City approval. 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.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Photo Geodetic Corp.	Aerial	25%	ELBE/SBE	City/CADoGS
1161 E. Main St., Ste. 102	Photogrammetric			
El Cajon, CA 92021-7150	Mapping			
Skyview Aerial Photo, Inc.	Aerial Photography	5%	SBE/OBE	CADoGS
37920 Sky Canyon Dr., Ste.	1001			
Murrieta, CA 92563	Acquisition			

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.*

EXHIBIT E

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: As-Needed Aerial Surveying, Photography, Mapping and Digitizing Services

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:

Towill, Inc.
Name under which business is conducted

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

Signed Ken A. Meme

Printed Name Ken A. Meme, CP

Title President

Date June 29, 2016

EXHIBIT F

DISCLOSURE DETERMINATION FOR CONSULTANT

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

1. Department / Board / Commission / Agency Name: Public Works/City of San Diego

2. Name of Specific Consultant & Company: Towill Inc.

3. Address, City, State, ZIP 2300 Clayton Rd. Ste. 1200, Concord CA 94520

4. Project Title (as shown on 1472, "Request for Council Action") As Needed Aerial Surveying Services

5. Consultant Duties for Project: Aerial Surveying, mapping, photography and digitizing - HLLL

EXHIBIT F

DEFINITION OF "CONSULTANT"

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

(A) Makes a governmental decision whether to:

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

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

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

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

CITY OF SAN DIEGO

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 PHASE ☐ OR CONSTRUCTION SUPPORT ☐)

4. **Design Phase**

Agreement Date: _____ Resolution #: R- _____ Initial Contract Amount 4a. $ _____ 4b. Prev. Amendment(s): $ _____

4c. Current Amendment: $ _____ / Number: _____ 4d. Total Agreement (4a. + 4b. + 4c.): $ _____

4d. Type of Work (design, study, as-needed services, etc.):	4e. Key Design Phase Completion Dates:				
	% of Design Phase Completion	%	%	100%	Final Construction
	Agreed Delivery Date:	____	____	____	Est. Completion: ____
	Actual Delivery Date:	____	____	____	Actual Completion: ____
	Acceptance of Plans/Specs.:	____	____	____	

5. **Construction Support**

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

5b. Superintendent _____

5c. Notice to Proceed _____ (date)	5f. Change Orders:
5d. Working days _____ (number)	Errors/Omissions ____ % of const. cost $ ____
5e. Actual Working days _____ (number)	Unforeseen Conditions ____ % of const. cost $ ____
	Changed Scope ____ % of const. cost $ ____
	Changed Quantities ____ % of const. cost $ ____
	Total Construction Cost $ ____

6. OVERALL RATING FOR DESIGN PHASE ☐ OR FOR CONSTRUCTION SUPPORT ☐

	Excellent	Satisfactory	Poor
6a. Quality of Plans/Specifications/As-Builts	☐	☐	☐
Compliance with Contract & Budget	☐	☐	☐
Responsiveness to City Staff	☐	☐	☐

6b. Overall Rating _____

7. AUTHORIZING SIGNATURES

7a. Project Manager _____ Date _____

7b. Section Head _____ Date _____

Section II — SPECIFIC RATING

DESIGN EVALUATION	EXCELLENT	SATISFACTORY	POOR	N/A	CONSTRUCTION SUPPORT EVALUATION	EXCELLENT	SATISFACTORY	POOR	N/A
Plans/Specifications accuracy	☐	☐	☐	☐	Drawing reflect existing conditions	☐	☐	☐	☐
Plans/Specs coordination	☐	☐	☐	☐	As-Built drawings	☐	☐	☐	☐
Plans/Specs properly formatted	☐	☐	☐	☐	Quality design	☐	☐	☐	☐
Code Requirements covered	☐	☐	☐	☐	Change orders due to design deficiencies are minimized	☐	☐	☐	☐
Adherence to City design standards	☐	☐	☐	☐	Timely responses	☐	☐	☐	☐
Attitude toward Client and review bodies	☐	☐	☐	☐	Attitude toward Client and review bodies	☐	☐	☐	☐
Follows direction and chain of responsibility	☐	☐	☐	☐	Follows direction and chain of responsibility	☐	☐	☐	☐
	☐	☐	☐	☐	Work product delivered on time	☐	☐	☐	☐
	☐	☐	☐	☐	Timeliness in notifying City of major problems	☐	☐	☐	☐
COMPLIANCE WITH CONTRACT & BUDGET	**EXCELLENT**	**SATISFACTORY**	**POOR**	**N/A**	Resolution of Field problems	☐	☐	☐	☐
Reasonable agreement negotiation	☐	☐	☐	☐	Value Engineering Analysis	☐	☐	☐	☐
Adherence to fee schedule	☐	☐	☐	☐		☐	☐	☐	☐
Adherence to project budget	☐	☐	☐	☐		☐	☐	☐	☐
Timely responses	☐	☐	☐	☐		☐	☐	☐	☐
Timeliness in notifying City of major issues	☐	☐	☐	☐		☐	☐	☐	☐
Work product delivered on time	☐	☐	☐	☐		☐	☐	☐	☐
	☐	☐	☐	☐		☐	☐	☐	☐

Section III — SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

(*Supporting documentation attached: Yes ☐ No ☐)

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a bidder or proposer has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Respondents must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render the bid or proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

A. BID/PROPOSER/SOLICITATION TITLE:

As-Needed Aerial Surveying, Photography, Mapping and Digitizing Services

B. BIDDER/PROPOSER INFORMATION:

Towill, Inc.			
Legal Name		DBA	
2300 Clayton Road, Suite 1200	Concord	CA	94520
Street Address	City	State	Zip
Ken Meme, CP, President/COO	(925) 682-6976 Ext. 1020	(925) 682-6390	
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 Attachment "A" to list all prior legal and DBA names, addresses, and dates each firm name was 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 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. Fill in only one section on this page. Use Attachment "A" if more space is required.

Corporation Date incorporated: 12 / 11 / 1968 State of incorporation: California

List corporation's current officers:
President: Ken Meme
Vice Pres: Warren McKean
Secretary: Dawn Antonucci
Treasurer: Aaron Bagger

Is your firm a publicly traded corporation? ☐ Yes ☒ No

If **Yes**, name those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

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

List names of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

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

List names of all firm partners:

_____
_____

_____
_____

Sole Proprietorship Date started: _____/_____/_____

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

_____
_____
_____
_____

Joint Venture Date formed: _____/_____/_____

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

_____
_____
_____
_____

Note: To be responsive, each member of a Joint Venture must complete a separate *Pledge of Compliance*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
   ☐ Yes ☒ No

   If **Yes**, use Attachment "A" to explain the circumstances, including the buyer's name and principal contact information.

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

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

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
   ☐ Yes ☒ No

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

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors? No

6. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: City National Bank

   Point of Contact: Justin Feichtmann

   Address: East Bay Regional Center, 2001 N. Main St., Ste. 200, Walnut Creek, CA 94596

   Phone Number: (925) 274-5127

7. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

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 Attachment "A" to explain specific circumstances.

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

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

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☐ Yes ☒ No

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

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐ Yes ☒ No

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

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐ Yes ☒ No

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

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☐ Yes ☒ No

   If **Yes**, use Attachment "A" to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Company Name: City of San Diego

Contact Name and Phone Number: Diana Bergen (858) 627-3221

Contact Email: dbergen@sandiego.gov

Address: 9485 Aero Drive, M.S. 18, San Diego, CA 92123

Contract Date: 01/07/2014

Contract Amount: $1,150,000

Requirements of Contract: As-Needed Aerial Surveying, Photography, Mapping and Digitizing Services

Company Name: County of Los Angeles DPW

Contact Name and Phone Number: Mark Wittig, (626) 458-5144

Contact Email: mwittig@dpw.lacounty.gov

Address: 900 S. Fremont Ave., 4th Floor, Alhambra, CA 91803

Contract Date: 10/22/2012

Contract Amount: $414,602

Requirements of Contract: Land Surveying and Photogrammetric Mapping

Company Name: Caltrans District 59, Division of Engineering

Contact Name and Phone Number: Tom Newman, (916) 227-5917

Contact Email: tom.newman@dot.ca.gov

Address: 1820 Alhambra Blvd., Office of Photogrammetry, MS35, Sacramento, CA 95816

Contract Date: 06/01/2012

Contract Amount: $3,000,000

Requirements of Contract: Photogrammetric Mapping and LiDAR Terrain Data

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager 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, permitting, and licensing laws?

   ☐ Yes ☒ **No**

   If **Yes**, use Attachment "A" to explain specific circumstances surrounding each instance. Include the name of the entity involved, the 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 determined to be non-responsible by a public entity?

   ☐ Yes ☒ **No**

   If **Yes**, use Attachment "A" to explain specific circumstances of each instance. Include the name of the entity involved, the 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 public entity?

   ☐ Yes ☒ **No**

   If **Yes**, use Attachment "A" to explain specific circumstances of each instance. Include the entity involved, specific 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.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

   ☐ 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. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? **Yes** ☐ **No** ☒ If **Yes**, use Attachment "A" to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

J. STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please write "Not Applicable."

Company Name: Photo Geodetic Corp.

Contact Name and Phone Number: Michael G. Ing., Sr., (619) 631-1366

Contact Email: ming@photogeodetic.com

Address: 1161 E. Main St., Ste. 102, El Cajon, CA 92021

Contract Date To Be Determined

Sub-Contract Dollar Amount: 25% of contract value ($1,000,000 assuming $4M contract award)

Requirements of Contract: Aerial Photogrammetric Mapping

What portion of work will be assigned to this subcontractor: 25% of contract value ($1,000,000 assuming $4M contract award)

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES☒ NO☐

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: Skyview Aerial Photo Inc.

Contact Name and Phone Number: Nick Arentz, Jr., (951) 445-4434

Contact Email: nickjr@skyairphoto.com

Address: 37920 Sky Canyon Dr., Ste. 1001, Murrieta, CA 92563

Contract Date To Be Determined

Sub-Contract Dollar Amount: 5% of contract value ($200,000 assuming $4M contract award)

Requirements of Contract: Aerial Photo Acquisition

What portion of work will be assigned to this subcontractor: 5% of contract value ($200,000 assuming $4M contract award)

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES ☐ NO ☒

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

K. STATEMENT OF AVAILABLE EQUIPMENT:

List all necessary equipment to complete the work specified. Use *Pledge of Compliance Attachment "A"* if additional pages are necessary. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response when, in its opinion, the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

If no equipment is necessary to complete the work specified, please write "Not Applicable."

Equipment Description: First-Order Softcopy Photogrammetric Mapping Workstations

Owned ☒ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: Seven (7)

Year, Make & Model: 2015, DAT/EM Systems, Summit Evolution (3); 2010, BAE Systems, SOCET SET (4)

Explanation: These workstations include all necessary hardware and software to accurately perform digital photogrammetric mapping, including development of digital orthophotography, for engineering applications

Equipment Description: Computer-Aided Drafting and Design (CADD, GIS, and DTM Workstations)

Owned ☒ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: Fifty-Four (54)

Year, Make & Model: 2016, Bentley, MicroStation (26); 2016, Autodesk, AutoCAD (17); 2016, ESRI, ArcGIS (7) 2013, Axiom, SpecChecker (1); 2010, Trimble, Terramodel (2); 2015, Trimble, MATCH-T DSM (1)

Explanation: These workstations include all necessary hardware and software to perform CADD, GIS, and DTM tasks for a wide array of surveying, mapping, and engineering applications.

Equipment Description: Digital Imagery (i.e. Aerial Photography) Processing and Finishing Workstations

Owned ☒ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: Eleven (11)

Year, Make & Model: 2010, Trimble, OrthoVista (2); 2016, Terrasolid, TerraPhoto (2); 2016, Phase One, Capture One Pr 9 (1); 2012, Adobe, Photoshop (4); 2015, LizardTech, GeoExpress (1)

Explanation: These workstations include all necessary hardware and software to perform processing and finishing of digital imagery (i.e. orthophotography), including image rectification and image enhancement.

L. 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 03 / 15 / 2016

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will 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) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar 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).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Ken A. Meme, CP, President	Ken A Meme	June 29, 2016
Name and Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Question K, Statement of Available Equipment, continued:

Towill, Inc.

Equipment Description: Flight planning/design software
Owned, Rented, or Other (explain below): Owned
If Owned, Quantity Available: Four (4) – As identified below
Year, Make & Model:

Make: TopoFlight Systems; Model: TopoFlight 3D; Year: 2012; Number: 1
Make: DeLorme; Model: XMap Flight Planner; Year: 2005; Number: 1
Make: Teledyne/Optech; Model: Flight Management Suite (FMS); Year: 2016; Number: Unlimited User License
Make: Towill; Model: Custom flight planning software; Year: 2015; Number: Unlimited

Explanation: These software packages provide for accurate, comprehensive flight planning/design for aerial photography and airborne LiDAR data acquisition missions.

Equipment Description: Airborne Global Positioning System (AGPS) and Inertial Measurement Unit (IMU) data processing software
Owned, Rented, or Other (explain below): Owned
If Owned, Quantity Available: Three (3) – As identified below
Year, Make & Model:

Make: NovAtel; Model: Waypoint Software GrafNav ; Year: 2012; Number: 1
Make: Applanix; Model: POSPac Mobile Mapping Suite (MMS); Year: 2016; Number: 1
Make: Applanix; Model: POS AV; Year: 2012; Number: 1

Explanation: These software packages provide for processing of AGPS and IMU data to facilitate accurate georeferencing of aerial photography and airborne LiDAR data.

Equipment Description: Analytical aerotriangulation software
Owned, Rented, or Other (explain below): Owned
If Owned, Quantity Available: Three (3) – As identified below
Year, Make & Model:

Make: Trimble/Inpho; Model: MATCH-AT; Year: 2012; Number: 2
Make: Dr. Riadh Munjy/Pixel Mapping; Model: ISBBA; Year: 2015; Number: 1

Explanation: These software packages provide the capability to accurately accomplish analytical aerotriangulation of stereo aerial photography for photogrammetric mapping applications.

Equipment Description: Airborne Light Detection and Ranging (LiDAR) sensor
Owned, Rented, or Other (explain below): Owned
If Owned, Quantity Available: One (1)
Year, Make & Model:

Make: Teledyne/Optech; Model: ALTM Orion M-300; Year: Purchased in 2009 and upgraded in 2012

Explanation: This LiDAR sensor is suitable to perform aerial surveying and mapping for several types of engineering design applications.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Ken A. Meme, CP, President	Ken A. Meme	June 29, 2016
Print Name, Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Question K, Statement of Available Equipment, continued:

Towill, Inc., continued

Equipment Description: LiDAR data processing and classification workstations
Owned, Rented, or Other (explain below): Owned
If Owned, Quantity Available: Eleven (11) – As identified below
Year, Make & Model:

Make: Teledyne/Optech; Model: LiDAR Mapping Suite (LMS); Year: 2016; Number: 2
Make: FARO; Model: SCENE 3D; Year: 2016; Number: 1
Make: Trimble; Model: RealWorks; Year: 2016; Number: 1
Make: Terrasolid; Model: TerraScan, TerraModeler, and TerraMatch; Year: 2016; Number: 4
Make: Qcoherent; Model: LP360; Year: 2012; Number: 1
Make: Cardinal Systems; Model: VrLiDAR; Year: 2016; Number: 1
Make: Certainty 3D; Model: TopoDOT; Year: 2016; Number: Flex Network (unlimited)

Explanation: These workstations include all necessary hardware and software to perform LiDAR data (including airborne, static terrestrial, and mobile terrestrial) processing and classification activities for a wide array of surveying and mapping applications.

Equipment Description: Medium format digital imagery sensor (camera) with a nominal 50 mm focal length lens
Owned, Rented, or Other (explain below): Owned
If Owned, Quantity Available: One (1)
Year, Make & Model:

Make: Teledyne/Optech/DiMAC; Model: Ultralight P65+60MP; Year: 2011

Explanation: This digital imagery sensor (camera) is suitable to perform aerial surveying and mapping for several types of engineering design applications.

Equipment Description: Terrestrial High Definition Scanner (HDS)
Owned, Rented, or Other (explain below): Owned
If Owned, Quantity Available: One (1)
Year, Make & Model:

Make: FARO; Model: Focus 3D X330; Year: 2016

Explanation: This terrestrial HDS (i.e., LiDAR scanner) is suitable to perform surveying and mapping for engineering design applications.

Equipment Description: Precision aerial photography film scanner
Owned, Rented, or Other (explain below): Owned
If Owned, Quantity Available: One (1)
Year, Make & Model:

Make: Vexcel Imaging Corporation; Model: 4000; Year: 2000

Explanation: This is a calibrated, geometrically stable, photogrammetric quality aerial photography film scanner.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Ken A. Meme, CP, President	Ken A Meme	June 29, 2016
Print Name, Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Question K, Statement of Available Equipment, continued:

Towill, Inc., continued

Equipment Description: Hardcopy document printer/plotter
Owned, Rented, or Other (explain below): Owned
If Owned, Quantity Available: One (1)
Year, Make & Model:
Make: Hewlett-Packard; Model: Designjet T1100; Year: 2007
Explanation: This printer/plotter is capable of producing large-format hardcopy documents on several types of media (e.g., bond paper, photographic paper, mylar, etc.).

Equipment Description: Ruggedized Tablet
Owned, Rented, or Other (explain below): Owned
If Owned, Quantity Available: One (1)
Year, Make & Model:
Make: Trimble; Model: Yuma; Year: 2013
Explanation: Utilized for field verification of mapping.

Photo Geodetic Corporation

Equipment Description: Computer-Aided Drafting and Design (CADD) and Geographic Information System (GIS) workstations
Owned, Rented, or Other (explain below): Owned
If Owned, Quantity Available: Three (3) workstations with the software listed below
Year, Make & Model:
Make: Bentley; Model: MicroStation (v8/v8i/v8XM); Year: 2011-2013
Make: Autodesk; Model: AutoCAD Civil 3D (v2016) and Land Desktop (v2009); Year: 2016 and 2009, respectively
Make: ESRI; Model: ArcGIS (v10.2); Year: 2016
Explanation: These workstations include all necessary hardware and software to perform CADD and GIS tasks for a wide array of surveying, mapping, and engineering applications.

Equipment Description: Digital orthophoto workstation
Owned, Rented, or Other (explain below): Owned
If Owned, Quantity Available: Three (3) workstations with the software listed below
Year, Make & Model:
Make: Trimble/Inpho; Model: OrthoVista; Year: 2014; Number: 1
Make: DAT/EM Systems; Model: Summit Evolution Orthophoto; Year: 2013; Number: 2
Explanation: These workstations include all necessary hardware and software to perform processing and finishing of digital imagery (i.e., aerial photography), including development of digital orthophotography, for photogrammetric mapping applications.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Ken A. Meme, CP, President	Ken A Meme	June 29, 2016
Print Name, Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Question K, Statement of Available Equipment, continued:

Photo Geodetic Corporation (continued)

Equipment Description: Hardcopy document printer/plotter
Owned, Rented, or Other (explain below): Owned
If Owned, Quantity Available: One (1)
Year, Make & Model: Make: Hewlett-Packard; Model: E-size Inkjet; Year: 1999
Explanation: This printer/plotter is capable of producing large-format hardcopy documents on several types of media (e.g., bond paper, photographic paper, mylar, etc.).

Equipment Description: First-order softcopy photogrammetric mapping workstations
Owned, Rented, or Other (explain below): Owned
If Owned, Quantity Available: Two (2)
Year, Make & Model: Make: DAT/EM Systems; Model: Summit Evolution; Year: 2009 and 2011
Explanation: These workstations include all necessary hardware and software to accurately perform digital photogrammetric mapping, including development of digital orthophotography, for engineering applications.

Skyview Aerial Photo, Inc.

Equipment Description: Turbocharged single-engine aircraft
Owned, Rented, or Other (explain below): Owned
If Owned, Quantity Available: One (1)
Year, Make & Model: Make: Beechcraft; Model: Bonanza B36TC; Year: 1998
Explanation: Aircraft is equipped for aerial photography acquisition. It includes advanced avionics with a collision avoidance system and a Track'Air electronic flight management/navigation system. It also includes Airborne Global Positioning System (AGPS) capabilities to facilitate accurate georeferencing of aerial photography.

Equipment Description: Turbocharged single-engine aircraft
Owned, Rented, or Other (explain below): Owned
If Owned, Quantity Available: One (1)
Year, Make & Model: Make: Cessna; Model: 206; Year: 1989
Explanation: Aircraft is equipped for aerial photography acquisition. It includes advanced avionics with a collision avoidance system and a Track'Air electronic flight management/navigation system. It also includes AGPS capabilities to facilitate accurate georeferencing of aerial photography.

Equipment Description: Aerial photography cameras
Owned, Rented, or Other (explain below): Owned
If Owned, Quantity Available: Two (2)
Year, Make & Model: Make: Leica Geosystems; Model: RC-30 with a 6-inch lens cone; Year: 1999 and 2004
Explanation: These calibrated, cartographic, aerial photography film cameras are suitable to perform aerial surveying and mapping for several types of engineering design applications. They are equipped with forward motion compensation, automatic exposure control, and an AGPS interface to facilitate accurate georeferencing of the aerial photography.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Ken A. Meme, CP, President	Ken A. Meme	June 29, 2016
Print Name, Title	Signature	Date

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Photo Geodetic Corporation

Emerging Local Business Enterprise (ELBE)

Professional Services

(NAICS: 541370)

Certification Number: 11PG0387

Effective: 7/23/2015 - 7/23/2017

Henry Foster III
Equal Opportunity Contracting
Program Manager

California Certification Report

1176460 - SKYVIEW AERIAL PHOTO, INC. - MB

Legal Business Name	SKYVIEW AERIAL PHOTO, INC.		
Doing Business As	SKYVIEW AERIAL PHOTO, INC.		
Address	37920 Sky Canyon Drive, #1001	Phone	(951) 445-4434
	MURRIETA, CA 92563	FAX	(951) 445-4437
Email	nicksr@skyairphoto.com		
Web Page	http://www.skyairphoto.com		
Active Certifications	SB (micro) Sep 4, 2013 - Sep 30, 2017		
Business Types	Service;		
Classifications	[411142] Land surveying instruments		
	[811015] Civil engineering		
	[811516] Cartography		
	[821316] Photographers and cinematographers		
Keywords	Aerial Surveying, aerial photography, aerial mapping, photo lab prints, digital scans		

EXHIBIT I

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.

Towill, Inc.

Name of Firm

Ken A. Meme

Signature of Authorized Representative

Ken A. Meme, CP

Printed/Typed Name

June 29, 2016

Date

CONSULTANT CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: As-Needed Aerial Surveying, Photography, Mapping and Digitizing Services

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

Towill, Inc.
(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 Ken A Meme

Printed Name Ken A. Meme, CP

Title President

SCOPE OF SERVICES

AS-NEEDED AERIAL SURVEYING, PHOTOGRAPHY, MAPPING AND DIGITIZING SERVICES (H166646)

Consultant will have in-house Photogrammetric Mapping and Aerial Photographic Service capabilities. The Consultant shall be an independent contractor and must have an "In House" licensed land surveyor or licensed photogrammetric surveyor, duly licensed under Division 3, Chapter 15 "Land Surveyors", of the Business and Professions Code of the State of California.

1.0 GENERAL REQUIREMENTS:

- Aerial survey, mapping and digitizing of various areas of San Diego in MicroStation V8 format.
- Photogrammetrist will adhere to San Diego County's Standard specifications for Aerial Surveying and Topographic Mapping unless otherwise specified.
- All 20' scale mapping with 1' contours, will be flown at a photo scale of not more than 1" = 200'.
- All 40' scale mapping with 1' contours, will be flown at a photo scale of not more than 1" = 300'.

2.0 SCOPE OF SERVICES

The Aerial Consultant shall furnish the City:

2.1 PHOTOGRAPHY

A. Flight plan, including model layout, direction of flight, and location of premarks, (subject to City approval).

B. One (1) set of 9" x 9" contact prints. Contact prints shall be printed on color paper with gloss finish.

C. Negatives and digital scans of all negatives, electronic project set-up files, the camera report and AT.

D. All color contact prints and photo enlargements shall be sent to the City after flying and processing.

E. The following information shall appear on all negatives used for mapping or photographs: Date, Photo scale, project name, negative number (flight line, exposure number).

F. One (1) digital ortho photo file(s) in a .tif image format with Geo Tiff header information (project coordinate system value/projection/coordinate system units). Scanning for these images shall be taken from the original negatives, and be scanned at 12 microns. All files shall be geo referenced.

G. A world file header shall also be delivered along with a tif image . The world file (.tfw) shall be named the same as each .tif image with the .tfw extension, i.e... [image 01.tif & image 01.tfw]

2.2 MAPPING

A. All mapping shall comply with City of San Diego Aerial Photogrammetric specifications.

B. The following data shall be included in the electronic mapping file: Name of consultant doing the project, Company Logo (if available), Name of project, Work order number, Date & Scale.

C. If analytical solution for mapping is used, the following parameters shall be met. Analytical measurements shall be made on analytical stereo-plotters or comparetors having necessary precision to achieve nationally accepted x, y, and z accuracies. This work shall be performed in accordance with Section 72 of the San Diego County standard specifications, except that the last line of 72.30 shall be changed to read: "In no case shall the targeted points of basic control be farther apart than three (3) stereoscopic models."

D. May include terrestrial laser scanning or airborne LiDAR.

2.3 DIGITIZING

A. A digitized graphic data model called 'Mapping' of the topographic mapping for this project shall be in a V8 3-D ".DGN" format for Bentley Systems software, furnished on a recordable compact disc. The version of Microsoft Windows must be NT or higher. Compact Discs will be furnished with the check prints.

B. A Break-line/Spot elevation model called 'DTM' which contains all pertinent planimetric and topographic features necessary to create an accurate digital terrain model (DTM) of the aerial mapping area, also in the same Bentley V8 3D.DGN file format shall be provided.

The breaklines are not to cross but are to fall just short of the breakline of intersection within a tolerance prohibiting the triangulation through the breakline. The breakline should be constructed in such a manner that prohibits the triangulation through it. Also a breakline should not 'loop' back upon itself or have 'tails' at the ends of the breakline.

These breaklines shall be tested by the consultant to assure that no breakline crosses or touches another breakline.

2.3.1 Breakline defined:

A series of line segments which delineate and define the discontinuities of the terrain (model) surface (Improved and/or unimproved). Examples of breaklines are edges of roadways (paved or unpaved), crown of street, or manmade flowlines, drains, changes in slope gradient, edges of graded pads, tops and toes of slopes, tops and bases of retaining walls, steep cliff faces, retaining structures - such as bridge abutments, etc. Generally, breaklines can be loosely defined as the intersection of two planes and are any linear terrain feature that delineates the ground surface (improved and/or unimproved), and therefore have a controlling effect on the definition and accuracy of the digital terrain model. These breaklines serve as a wall through which terrain triangles cannot pass.

Additionally, for further definition and accuracy of the DTM, spot or "regular" surface points should be added to the DTM (surface model) to further define and "fill-in" the surface. The more severe the discontinuities in the surface, the greater the need for increased density in point collection. The spots, used to define the gradient change, needs to be dense enough to prevent unwanted flattening in the surface according to the contour interval. As a general rule of thumb, these points should be collected at a density of ½" at the plotted scale.

The use of a good engineering font, capital x or +, with a center/center justification shall be used for point symbology.

2.3.2 Spots defined:

A raised or depressed point defining a surface where a break line could not define that surface. Examples are tops of mounds, mountains, hills, raises, peaks, and raised cones or bottom of depressions, ditches, craters, holes and depressed cones.

The contours shown in Section 3.3.A above shall be generated solely from this DTM data.

The contours produced from the DTM data shall meet or exceed ASPRS 90 standards where 68% (1Φ) of the contours tested fall within 1/3 contour interval. Any point tested that is more than 3Φ out shall be regarded as blunderous. These standards closely parallel the familiar National Map Accuracy Standards.

C. The appropriate City of San Diego cell library (V8 City Existing.cel), font resource file (V8 City Font.rsc), color table (V8 City color.tbl), line style (V8 City Line Style.rsc), level scheme, and seed file parameters are to be used for placement of all elements in the design files, with strict adherence to "Working Units" and seed file "Global Origin". Base map level schemes are attached. A diskette containing the most current

version of the above seed files, cell libraries and font resource files will be provided to the aerial contractor, if needed, upon request.

D. All graphic elements within the Project Design File shall adhere to appropriate MicroStation element definitions to allow for error free translation of design files from 3d to 2d. If the Design file is observed to have incorrect element definitions which produce errors related to either the above 3d to 2d file translations, or produce errors when used with other Bentley Applications software, the aerial contractor shall be responsible for the correction of any errors or deficiencies in the design file related to incorrect graphic element definitions, etc.

E. Intergraph Design file working units shall be the Survey Foot: I.E., Feet, 10th's of a foot, and 1000th's of a foot. Use a (sf) symbol for foot annotations, and (su) for tenths annotations in working units tutorial. 1200/3937 sf = 1.0 m and 1200/393700 se = 1.0 cm.

(Note: Above parameters are provided in V8 nad83 3d.dgn).

NOTE: To prevent project delays related to item D. above, it is recommended that each design file be reviewed using an appropriate file checking software, (i.e. 'Axiom File Fixer', Etc.). This will help to identify and correct any element definition, and/or design file format error(s) prior to receipt of said files by the City of San Diego.

2.4 FIELD VERIFICATION

To ensure accuracy and completeness of aerial mapping, Aerial vendor shall provide 'field verification' of check-prints prior to submission to the City. This will require on-site verification by vendor that marked-out utilities, or other pertinent surface features, which might have been missed or not originally compiled, shall be shown on the check prints. These additional features, (if any) shall be located and plotted within two (2) feet of actual location. This additional information (if any) shall be incorporated into the design file. Arrangements shall be made through Diana Bergen for meeting with her or other designated engineer on site.

3.0 <u>ADDITIONAL REQUIREMENTS</u>

Survey control for this project will be established using the Global Positioning System (GPS), and all digitizing will be based on the California Coordinate System, Zone 6, and NAD 83 (Epoch 1991.35) Coordinate Base. Bentley Design files shall have a Global Origin of:

x = -6165251.6353, y = -1772251.6353 and z = +214748.3648, to allow for the NAD '83 coordinate values. It is the intent of the City to have all underground utilities and surface features, i.e. sewer manholes, gate valves, etc., premarked with paint, and color coded per utility. For this reason, all photography will be done in color, and the appropriate City of San Diego color / symbology tables will be used. All mapping and digitizing will reflect this information.

On all strip mapping, or other mapping as shown or deemed necessary, an additional exposure shall be taken at each end of the requested mapping area.

3.1 SPECIAL NOTE

As of June 1, 2000, on all projects, where street, alley/easements are defined, mapping areas will cover the street or alley/easement width **PLUS** an additional fifty (50) foot distance back of property, alley or easement Right of Way. This will be the standard unless otherwise stated or shown on an individual project basis.

3.2 "CITY OF SAN DIEGO" CADD LEVEL DOCUMENTATION

LEVELS:

The design seed file consists of some 500+ levels. These are like transparencies overlaying each other. Elements may be placed or manipulated on any of these levels. Although any combination of levels may be viewed at one time, you can draw design elements only on one level, the "Active Level".

END OF SCOPE OF SERVICES

EXHIBIT B

TASK ORDER AUTHORIZATION FOR PROFESSIONAL SERVICES [TASK ORDER]

Consultant:

Agreement:

Task Order No.: **Date:**

Pursuant to the Terms and Conditions of the Agreement referenced above and incorporated into this Task Order, Consultant hereby agrees to perform the Professional Services described below. The Consultant shall furnish all necessary facilities, materials, and professional, technical, and supporting personnel required by this Task Order.

Part A **Scope of Services**

1.1 Professional Services rendered under this Task Order shall be performed in accordance with the Agreement. The Scope of Services shall be as set forth in Exhibit A of the Agreement and as more fully set forth below. If necessary, the Scope of Services may be more fully described on one or more separate sheets and attached to this Task Order.

Part B **Task Order Compensation**

City shall pay Consultant for the Professional Services required by this Task Order in accordance with Article III of the Agreement.

The not to exceed cost of the Scope of Services for this Task Order is **$** _____ .

Part C **Personnel Commitment**

The Scope of Services shall be performed by Consultant's personnel in the number and classifications required by City.

Part D **Time Sequence**

All Professional Services to be performed under this Task Order shall be completed by _____, and as set forth in the Task Order Scope of Services.

City of San Diego	**Consultant**
Recommended For Approval:	I hereby acknowledge receipt and acceptance of this Task Order for:
Approved By:	By:
Name: (Type)	
Title:	
Date:	

EXHIBIT C

COMPENSATION AND FEE SCHEDULE

GENERAL FUNCTION	TASK DESCRIPTION	RATE ($)	UNIT	NOTES
ADMINISTRATION / MANAGEMENT / QA	Project Coordination / Management / Administration	$156.50	Per Hour	
	Technical Supervision	$156.50	Per Hour	
	Flight Design and QA Review of Aerial Photography	$156.50	Per Hour	
	Field Check of Topographic Map	$97.85	Per Hour	
AERIAL PHOTOGRAPHY ACQUISITION	Aircraft Mobilization (Basic) *	$705.00	Each	Natural Color Film
	Mileage between Sites	$10.00	Per Mile	Greater than 2.0 Miles Between Project Areas
	Controlled Airspace Fee for Restricted Areas *	$295.00	Each	Add to Basic Aircraft Mobilization
	Specified Flight Time *	$295.00	Each	Add to Basic Aircraft Mobilization
	Weekend / Holiday / Priority Flight *	$910.00	Each	Add to Basic Aircraft Mobilization
	Altitude Change per 1000 Feet *	$56.00	Each	Add to Basic Aircraft Mobilization
	Flight Line *	$65.00	Each	Two or More Overlapping Exposures
	Natural Color Exposure - Film *	$47.00	Each	Stereo - 60% Forward Overlap
	Natural Color Exposure - Film *	$100.00	Each	Single Vertical Spot Photograph
	Natural Color Exposure - Film *	$183.00	Each	Single Oblique Photograph
	Airborne GPS Project Initiation / Mobilization Fee *	$2,500.00	Each	Add to Basic Aircraft Mobilization; Includes Airborne GPS Base Station Operation

	Airborne GPS Flight Line Fee *	$25.00	Each	Add Per Flight Line
	Airborne GPS Exposure Fee *	$6.00	Each	Add Per Exposure
	Airborne GPS Data Processing	$156.50	Per Hour	
PHOTOGRAPHIC REPRODUCTION	Film Color Balance Fee *	$41.50	Each	Per Flight
	Natural Color Contact Print on Photographic Paper *	$6.50	Each	Per Print
	Natural Color Negative Scanning Setup Fee	$232.00	Each	Per Flight
	Natural Color Scan	$12.50	Each	Per Exposure; Not Georeferenced
	Natural Color Digital "Contact Print"	$15.50	Each	Add to Cost of Scan; Approximately Georeferenced
ANALYTICAL AEROTRIANGULATION	Setup, Photographic Mensuration, and Computations	$124.35	Per Hour	
PHOTOGRAMMETRIC MAPPING				
1" = 40', 1' Contours	Topographic Mapping	$135.00	Per Acre	May vary per project depending on complexity
1" = 40', 1' Contours	Topographic Mapping 100' Wide	$1.08	Per Lineal Foot	
1" = 40', 1' Contours	Topographic Mapping 200' Wide	$1.73	Per Lineal Foot	
1" = 40', 1' Contours	Topographic Mapping 300' Wide	$2.38	Per Lineal Foot	
1" = 40', 2' Contours	Topographic Mapping	$124.35	Per Acre	May vary per project depending on complexity

1" = 40', 2' Contours	Topographic Mapping 100' Wide	$0.98	Per Lineal Foot	May vary per project depending on complexity
1" = 40', 2' Contours	Topographic Mapping 200' Wide	$1.57	Per Lineal Foot	May vary per project depending on complexity
1" = 40', 2' Contours	Topographic Mapping 300' Wide	$2.16	Per Lineal Foot	May vary per project depending on complexity
1" = 20', 1' Contours	Topographic Mapping	$162.25	Per Acre	May vary per project depending on complexity
1" = 20', 1' Contours	Topographic Mapping 100' Wide	$1.30	Per Lineal Foot	May vary per project depending on complexity
1" = 20', 1' Contours	Topographic Mapping 200' Wide	$2.16	Per Lineal Foot	May vary per project depending on complexity
1" = 20', 1' Contours	Topographic Mapping 300' Wide	$3.03	Per Lineal Foot	May vary per project depending on complexity
1" = 20', 2' Contours	Topographic Mapping	$146.00	Per Acre	May vary per project depending on complexity
1" = 20', 2' Contours	Topographic Mapping 100' Wide	$1.18	Per Lineal Foot	May vary per project depending on complexity
1" = 20', 2' Contours	Topographic Mapping 200' Wide	$1.88	Per Lineal Foot	May vary per project depending on complexity
1" = 20', 2' Contours	Topographic Mapping 300' Wide	$2.60	Per Lineal Foot	May vary per project depending on complexity
0.2' Pixel Resolution	Natural Color Digital Orthophotography **	$3.79	Per Acre	May vary per project depending on complexity
0.2' Pixel Resolution	Natural Color Digital Orthophotography 100' Wide	$0.17	Per Lineal Foot	Assumes Topographic Mapping and Ortho Limits Coincide
0.2' Pixel Resolution	Natural Color Digital	$0.24	Per Lineal Foot	Assumes Topographic Mapping and Ortho Limits Coincide

	Orthophotography 200' Wide			
0.2' Pixel Resolution	Natural Color Digital Orthophotography 300' Wide	$0.33	Per Lineal Foot	Assumes Topographic Mapping and Ortho Limits Coincide
* - Includes applicable sales tax				
** - Assumes the DTM data necessary to rectify the aerial photography outside of the topographic mapping limits will be provided by the City of San Diego				

NOTE:

- Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost effective Air Fare, Train, and/or Car Rental, will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (http://www.gsa.gov/portal/category/100120).
- All subconsultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).
- A request for an annual rate adjustment must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego a minimum of 60 days before the Agreement anniversary date. Said proposed adjustment shall not exceed three percent (3%), and the City of San Diego must approve any rate adjustments in writing before they become effective.

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING DEPT. NO.: CC 3000009278

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	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	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: $1,000.00

Vendor: Towill, Inc

Purpose: To authorize the expenditure of funds not to exceed $1,000 to Towill, Inc for the purpose of executing an Agreement for As-Needed Aerial Mapping Services and meeting the minimum contract requirements.

Date: September 14, 2016 By: Aubrey Koehn
COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1	AID00001	200218		512117	OTHR-00000000-TR	2113	2113120001	A-ID.00001	$1,000.00
								TOTAL AMOUNT	$1,000.00

CC-361 (REV 7-09)

FUND OVERRIDE ☐

CC 3000009278