

DOCKET SUPPORTING INFORMATION. CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION	DATE: January 4, 2008
SUBJECT: Pedestrian Master Plan Phases 2 & 3 Consultant Agreement	

GENERAL CONTRACT INFORMATION

Recommended Consultant: Alta Planning and Design
Amount of this Action: \$319,000
Funding Source: City of San Diego

SUBCONTRACTOR PARTICIPATION

Boyle Engineering (Other)	\$ 60,240	18.88%
City Works (Other)	\$ 49,400	15.48%
WalkSanDiego (Other)	\$ 5,850	1.83%
Total Certified Participation	\$ 0	0.00%
Total Other Participation	\$115,490	36.19%
Total Participation	\$115,490	36.19%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Alta Planning and Design submitted a Work Force Report for their San Diego employees dated December 7, 2007, indicating 29 employees in the Administrative Work Force. The Administrative Work Force Analysis indicates under representations in the following categories:

- Blacks in Professional
- Hispanics in Professional
- Filipinos in Professional
- Females in Professional

EOC Staff is concerned about the under representations in the firm's workforce report and therefore, has requested an Equal Opportunity Plan.

ADDITIONAL COMMENTS

The *Work Force Analysis* is attached.

JLR

File: Admin WOFO 2000

Date WOFO Submitted: 12/7/2007
Input by: SH

Goals reflect statistical labor force availability for the following: 2000 CLFA San Diego, CA

City of San Diego/Equal Opportunity Contracting

WORK FORCE ANALYSIS REPORT

FOR

Company: Alta Planning & Design

I. TOTAL WORK FORCE:

CLFA Goals	Black		Hispanic		Asian		American Indian		Filipino		White		Other	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt & Financial	3.3%	0	0	11.8%	0	0	6.2%	0	0	6.2%	0	0	0	0
Professional	4.0%	0	0	12.6%	0	0	6.5%	2	0	6.5%	0	0	15	7
A&E, Science, Computer	2.8%	0	0	7.3%	0	0	16.2%	0	0	16.2%	0	0	0	0
Technical	6.6%	0	0	14.8%	0	0	17.2%	0	0	17.2%	0	0	0	0
Sales	3.9%	0	0	19.5%	0	0	6.8%	0	0	6.8%	0	0	0	0
Administrative Support	7.0%	0	0	20.8%	0	0	8.8%	0	1	8.8%	0	0	1	1
Services	5.5%	0	0	38.8%	0	0	9.7%	0	0	9.7%	0	0	0	0
Crafts	4.5%	0	0	25.8%	0	0	9.1%	0	0	9.1%	0	0	0	0
Operative Workers	4.3%	0	0	38.8%	0	0	20.8%	0	0	20.8%	0	0	0	0
Transportation	8.1%	0	0	32.1%	0	0	4.5%	0	0	4.5%	0	0	0	0
Laborers	4.4%	0	0	54.0%	0	0	4.1%	0	0	4.1%	0	0	0	0
TOTAL	0	0	0	0	2	1	0	0	0	0	16	9	1	0

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

Mgmt & Financial
Professional
A&E, Science, Computer
Technical
Sales
Administrative Support
Services
Crafts
Operative Workers
Transportation
Laborers

TOTAL EMPLOYEES			Female Goals
ALL	M	F	
1	0	1	39.8%
25	18	7	59.5%
0	0	0	22.3%
0	0	0	49.0%
0	0	0	49.4%
3	1	2	73.2%
0	0	0	62.3%
0	0	0	8.6%
0	0	0	36.7%
0	0	0	15.2%
0	0	0	11.1%

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

II. EMPLOYMENT ANALYSIS

TOTAL

29	19	10
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Goals	Black		Hispanic		Asian		American Indian		Filipino		Female	
	Actual	Discrepancy	Actual	Discrepancy	Actual	Discrepancy	Actual	Discrepancy	Actual	Discrepancy	Actual	Discrepancy
Mgmt & Financial	0.03	0	N/A	0.12	0	N/A	0.08	0	N/A	0.06	0	N/A
Professional	1.00	0	(1.00)	3.15	0	(3.15)	1.63	2	N/A	1.63	0	(1.63)
A&E, Science, Computer	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Technical	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Sales	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Administrative Support	0.21	0	N/A	0.62	0	N/A	0.26	1	N/A	0.26	0	N/A
Services	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Crafts	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Operative Workers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Transportation	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Laborers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

Goals are set by job categories for each protected group. An underrepresentation is indicated by a negative number, but if the DISCREPANCY is less than -1.00 position, a N/A will be displayed to show there is no underrepresentation.

000025

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

1. CERTIFICATE NUMBER
(FOR AUDITOR'S USE ONLY)
2800560

TO:
CITY ATTORNEY

2. FROM (ORIGINATING DEPARTMENT):
CITY PLANNING & COMMUNITY INVESTMENT

3. DATE:
11/19/2007

4. SUBJECT:
PEDESTRIAN MASTER PLAN PHASES 2 & 3 CONSULTANT AGREEMENT

5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.)
Maureen Gardiner, x67225, MS 5A

6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.)
Garry Papers, x67258, MS 5A

7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	390068 <i>GN</i>	390069 <i>GN</i>	<i>390070 GN</i>
DEPT.	065	065	<i>30244</i>
ORGANIZATION	9003	9003	<i>107</i>
OBJECT ACCOUNT			<i>4279</i>
JOB ORDER	299014	300372	<i>582000</i>
C.I.P. NUMBER			
AMOUNT	\$41,897.00	\$149,538.30	<i>127564.70</i>

9. ADDITIONAL INFORMATION / ESTIMATED COST:
Ped Master Plan Phase 1 expended \$108,103
Phases 1, 2, & 3 will total \$450,000
Future Phases to be funded with anticipated allocations of SANDAG TDA funds.

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT	<i>Garry Papers</i>	11.19.07	8	DEPUTY CHIEF	<i>Debra Murray</i>	1/29/08
2	DSD/EAS	<i>Renault</i>	11/21/07	9	COO	<i>John</i>	1/29/08
3	EOCP	<i>Celia</i>	1/8/07	10	CITY ATTORNEY	<i>John</i>	2/4/08
4	LIAISON OFFICE	<i>John</i>	12/7/07	11	ORIGINATING DEPARTMENT	<i>Betsy McCullough</i>	2/12/08
5	FW/CIP	<i>John</i>	1/16/08		DOCKET COORD:	<i>John</i>	2/21/08
6	AUDITOR <i>CAC</i>	<i>John</i>	1/17/08	<input checked="" type="checkbox"/>	COUNCIL PRESIDENT	<i>ms</i>	
7	ENG&CP	<i>John</i>	1/18/08		<input type="checkbox"/> SPOB	<input checked="" type="checkbox"/> CONSENT	<input type="checkbox"/> ADOPTION
					<input type="checkbox"/> REFER TO:		COUNCIL DATE: 2/26/08

11. PREPARATION OF: RESOLUTION(S) ORDINANCE(S) AGREEMENT(S) DEED(S)

1. Authorizing the Mayor or his designee, to de-appropriate the amount of \$41,897 from JO 299014, Pedestrian Master Plan FY05, with funds to be returned to Fund No. 390068, TDA-SANDAG Bike Lane Claim FY05.

(Continued)

11A. STAFF RECOMMENDATIONS:
Approve the preceding resolutions.

12. SPECIAL CONDITIONS:

COUNCIL DISTRICT(S): Citywide Framework applies to all Council Districts; Community Pedestrian Plans to be developed in portions of Council Districts 2, 3, 4, 7, and 8.

COMMUNITY AREA(S): Citywide Framework applies to all communities; Community Pedestrian Plans to be developed for (a) Greater North Park, (b) Southeastern San Diego, (c) Greater Golden Hill, (d) Uptown, (e) Normal Heights, (f) Barrio Logan, and (g) City Heights.

ENVIRONMENTAL IMPACT: Exempt pursuant to CEQA Section 15262.

HOUSING IMPACT: None with this activity.

OTHER ISSUES: None anticipated with this activity.

EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE ISSUED: _____ REPORT NO: _____
 ATTENTION: Council President and City Council
 ORIGINATING DEPARTMENT: City Planning & Community Investment
 SUBJECT: Pedestrian Master Plan Phases 2 & 3 Consultant Agreement
 COUNCIL DISTRICT(S): All; Community Pedestrian Plans in CD 2, 3, 4, 7 and 8
 CONTACT/PHONE NUMBER: Maureen Gardiner 619-236-7225

REQUESTED ACTION:

Council approval is requested to execute a consultant agreement with Alta Planning & Design to provide transportation planning services for the Pedestrian Master Plan Phases 2 & 3 project for \$319,000 and to perform the associated accounting.

STAFF RECOMMENDATION:

Staff recommends approval of the resolutions.

EXECUTIVE SUMMARY:

The City is developing a Pedestrian Master Plan to guide the way the city plans and implements pedestrian projects. The Plan will have two parts: the Citywide Framework and the Community Pedestrian Plans. The Framework will serve as the basis for identifying and prioritizing pedestrian projects in every community. The Community Pedestrian Plans will contain the pedestrian routes and a prioritized list of pedestrian projects for each community. The City completed Phase 1 of the project which resulted in the Citywide Implementation Framework Report dated December 2006.

Phases 2 and 3 of the project will (1) continue development of the Plan in the top seven ranked communities in the City (excluding Centre City) based on a pedestrian priority model developed during Phase 1, (2) develop policy direction for the City to address access compliance in the public right of way, and (3) finalize the Citywide Framework based on lessons learned in the first seven communities. Remaining communities will be addressed in future phases of the project to be funded by annual allocations anticipated from SANDAG. The City conducted a competitive bidding process and selected Alta Planning & Design to provide the professional transportation planning and community outreach services needed for Phases 2 and 3.

Subconsultant Utilization

In keeping with the City's policy to voluntarily provide subcontracting opportunities to all interested and qualified firms, Alta Planning + Design has retained the following subconsultants as members of their consultant team in connection with this project: Boyle Engineering, Cityworks, and WalkSanDiego.

Equal Opportunity Contracting

Funding Agency: City
 Goals: 15% Voluntary (MBE/WBE/DBE/DVBE/OBE)
 Subconsultant Participation: \$115,490 Other Firms (36.19%)

000029

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

AC 2
5800560
ORIGINATING DEPT. NO.: 065

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: \$22,435.30 Fund: 390070

Purpose: To authorize the expenditure of funds for the administration of the Ped Master Plan phases 1 thru 3

Date: February 10, 2008 By: Caryn McGinnis
AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
4	0	30244	30244	107	4279	582000		390070		\$22,435.30
TOTAL AMOUNT										\$22,435.30

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: \$319,000.00

Vendor: Alta Planning & Design

Purpose: To authorize the transfer and expenditure of funds for the purpose of executing the agreement for the Pedestrian Master Plan phases 1 - 3.

Date: February 10, 2008 By: Caryn McGinnis
AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
1	0	390068	390068		4279	299014				\$41,897.00
2	0	390069	390069		4279	300372				149,538.30
3	0	30244	30244		4279	582000		390070		127,564.70
TOTAL AMOUNT										\$319,000.00

FUND OVERRIDE

AC 5800560

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THE DE-APPROPRIATION,
APPROPRIATION AND EXPENDITURE OF GRANT
FUNDING FOR THE PEDESTRIAN MASTER PLAN.

BE IT RESOLVED, by the Council of the City of San Diego as follows:

1. That the City Auditor and Comptroller are authorized to de-appropriate the amount of \$41,897 from JO 299014, Pedestrian Master Plan FY05, with funds to be returned to Fund No. 390068, TDA-SANDAG Bike Lane Claim FY05.
2. That the City Auditor and Comptroller are authorized to de-appropriate the amount of \$149,538.30 from JO 300372, Pedestrian Master Plan Phase 2 FY06, with funds to be returned to Fund No. 390069, TDA-SANDAG Bike Lane Claim FY06.
3. That the City Auditor and Comptroller are authorized to increase the Fiscal Year 2008 Capital Improvements Program Budget in CIP 58-200.0, Pedestrian Master Plan Phase 3, by \$191,435.30 of which \$41,897 is from Fund 390068, Pedestrian Master Plan FY05 and \$149,538.30 is from Fund 390069, Pedestrian Master Plan Phase 2 FY 06.
4. That the City Auditor and Comptroller are authorized to appropriate and expend \$191,435.30 from CIP 58-200.0 of which \$41,897 was transferred from Fund 390068, Pedestrian Master Plan FY05 and \$149,538.30 was transferred from Fund 390069, Pedestrian Master Plan Phase 2 FY 06.

000033

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
ALTA PLANNING + DESIGN
FOR
*PEDESTRIAN MASTER PLAN PHASES 2 & 3***

CONTRACT NUMBER: _____

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- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Work Force Report
 - (BB) Subcontractors List
 - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - Consultant Evaluation Form

**LUMP SUM AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND ALTA PLANNING + DESIGN
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and *Alta Planning + Design* [Design Professional] for the Design Professional to provide Professional Services to the City for the *Pedestrian Master Plan Phases 2 & 3* [Project].

RECITALS

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

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

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

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

ARTICLE I

DESIGN PROFESSIONAL SERVICES

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

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

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

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

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

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

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

ARTICLE II

DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or *December 31, 2010* whichever is the earliest but not to exceed five years unless approved by City ordinance.

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

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

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

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

Professional shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

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

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

ARTICLE III

COMPENSATION

3.1 Amount of Compensation. The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, in a lump sum amount not to exceed \$319,000. The compensation for the Scope of Services shall not exceed \$319,000, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$0.

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

B). The City will pay the Design Professional for the performance of Additional Services in accordance with Section 3.3.

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

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

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

ARTICLE IV

DESIGN PROFESSIONAL'S OBLIGATIONS

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

4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Design Professional's and any Subcontractor's premises to review and audit the

Design Professional's or Subcontractor's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Design Professional's premises, of any and all Project-related records with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

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

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

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

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

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

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.2; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's

failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

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

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

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

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

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

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements.

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

4.3.4.1 Commercial General Liability Insurance Endorsements.

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

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

CANCELLATION. Except as provided for under California Law, the policy or policies must be endorsed to 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. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Design Professional's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

4.3.4.2 Automobile Liability Insurance Endorsements

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

CANCELLATION. Except as provided for under California Law, the policy or policies must be endorsed to provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payments of premium) of cancellation or non-renewal of the policy or policies. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Design Professional's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

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

CANCELLATION. Except as provided for under California law, the policy or policies must be endorsed to 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. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

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 Architects & Engineers Professional Liability Insurance.

CANCELLATION. Except as provide for under California Law, the policy or policies must be endorsed to 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. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

4.3.5 Reservation of Rights. The City reserves the right, from time to time, to review the Design Professional's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Design

Professional for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

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

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

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

4.4.1 Subcontractor Contract. All contracts entered into between the Design Professional and any Subcontractor shall contain the information as described in Sections 4.6, 4.7, 4.10.2, and 4.18, and shall also provide as follows:

4.4.1.1 Each Subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Each Subcontractor shall obtain, and the Design Professional shall require the Subcontractor to obtain, all policies described in Section 4.3.1 in the amounts required by the City, which shall not be greater than the amounts required of the Design Professional.

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

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

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

4.6.3 Compliance Investigations. Upon the City's request, the Design Professional agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the Design Professional has used

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

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

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

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

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

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

4.8 Title 24/Americans with Disabilities Act Requirements. Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design Professional understands that while the City will be reviewing Design Professional's designs for

compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's access review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

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

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

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

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

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

4.10.2 The Design Professional shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for

themselves or others, particularly those with whom they have family, business, or other relationships.

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

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

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

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

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

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

4.14 Energy Conservation Specifications. Technological advances in energy conservation devices such as Lighting and Heating, Ventilation, and Air Conditioning (HVAC), enable additional energy savings over that required by the State of California's Energy Efficiency Standards (Title 24, Part 6 of the California Code of Regulations). The Design Professional shall model the energy performance of the building using an acceptable computer model such as Energy Pro, EQuest, DOE-2, Power DOE, HAP 3.22, etc. and present the summary data to the

City at or prior to 100 percent design. This analysis should include life cycle cost analysis showing recovery of construction costs through operation and maintenance costs (e.g., electricity and gas savings.) The Design Professional shall prepare a cost savings matrix that lists each device being considered and one, three, five and ten-year Project savings. The comparison shall include, but not be limited to, the following equipment: Lighting, HVAC, Water Heating, and Motors.

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

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

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

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

4.18 Storm Water Management Discharge Control. Unless specifically removed from the Scope of Work (Exhibit A), the Design Professional shall comply with Section 43.03 of the San Diego Municipal Code, Storm Water Management Discharge Control, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official. Further, the Design Professional shall prepare and incorporate into the construction documents a Storm Water Pollution Prevention Plan (SWPPP) to be implemented by the contractor during Project construction. Where applicable, the SWPPP shall comply with both the California Regional Water Quality Control Board Statewide General Construction Storm Water permit and National Pollution Discharge Elimination System permit requirements and any municipal regulations adopted pursuant to the permits.

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

ARTICLE V

RESERVED

ARTICLE VI

INDEMNIFICATION

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

6.2 Design Professional Services Indemnification and Defense.

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

6.2.2 Design Professional Services Defense. Parties will work in good faith to procure applicable insurance coverage for the cost of any defense arising from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

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

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

ARTICLE VII

MEDIATION

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

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

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

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

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

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

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

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

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

ARTICLE VIII

INTELLECTUAL PROPERTY RIGHTS

8.1 **Work For Hire.** All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is "work for hire" under the United States Copyright law and shall become the sole property of the City and shall be delivered to the City upon request. The 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 Design Professional, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Design Professional's work on behalf of the City without prior written consent of the City.

8.3 **Intellectual Property Rights Assignment.** Design Professional, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its

successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

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

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

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

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

Party Claim of Infringement is threatened or made before Design Professional receives payment under this contract, City shall be entitled, upon written notice to Design Professional, to withhold some or all of such payment.

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

8.9 Licensed Materials. The City hereby grants to Consultant, for the term of this Agreement, a non-transferable, revocable and non-exclusive license to use and distribute to Authorized Users (as defined herein) one hundred eighty three (183) digital ortho imagery files in GEOTIFF format from the City's 2005 Photogrammetric mapping Project and a database of collision data within the study area (such imagery and database together referred to herein as "Licensed Materials") subject to the terms and conditions contained herein. Consultant shall limit access to the Licensed Materials to Authorized Users specifically tasked with analyzing the data for purposes of this Project. Prior to providing Licensed Materials to Authorized Users, Consultant shall instruct Authorized Users that they are receiving a limited license to the Licensed Materials for work associated with the project, and the Authorized Users shall acknowledge that they will not have any intellectual property rights in the work that is created and assign to the City any and all copyright, trademark and patent rights in the work for the project. "Authorized Users" shall include permanent and temporary employees of Consultant during the term of this Agreement.

The license of the Licensed Materials does not constitute a transfer of copyright or other intellectual property interests. Unless otherwise specified, the Licensed Materials are for non-commercial use. Licensed Materials are provided without warranty of any kind, either express or implied. Consultant may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, sell or otherwise assign any information, products, or services obtained from the Licensed Materials to another party in any form, except as permitted herein. Consultant acknowledges that the City owns and retains all right, title and interest, including without limitation any and all copyright, trade secret, and other intellectual property rights, in and to the Licensed Materials.

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: *Maureen Gardiner, City Planning & Community Investment Department, City of San Diego, 202 C Street - Mail Station 5A, San Diego, CA 92101* and

notice to the Design Professional shall be addressed to: *Michael G. Jones, Alta Planning + Design, 707 C Street, San Rafael, CA 94901.*

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

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

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

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

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

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

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

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

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

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

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

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

9.14 No Waiver. No failure of either the City or the Design Professional to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

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

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

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

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

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

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

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

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to *San Diego Charter Section 265 and San Diego Municipal Code Section 22.3223*, authorizing such execution, and by Alta Planning + Design pursuant to *its articles of incorporation*.

Dated this _____ day of _____, _____.

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

I HEREBY CERTIFY I can legally bind *Alta Planning + Design* and that I have read all of this Agreement, this 9th day of November, 2007.

By  _____
Michael G. Jones
Principal

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

MICHAEL J. AGUIRRE, City Attorney

By _____
Deputy City Attorney

DESIGN PROFESSIONAL LUMP SUM AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Work Force Report
 - (BB) Subcontractors List
 - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - Consultant Evaluation Form

SCOPE OF SERVICES**City of San Diego Pedestrian Master Plan - Phases 2 & 3**

All of the tasks presented below are inter-related and will overlap with each other throughout the duration of the Project. Each task will be conducted with consideration of- and in combination with- all the other relevant tasks to form a cohesive work program and result in a high quality product. Additional complexity exists with this project because there are seven community planning areas for which community pedestrian plans will be developed during Phases 2 and 3. It is anticipated that multiple communities will be in different stages of the process at any given time. In addition, three of the communities will be handled differently because their efforts will be coordinated with previously completed or other simultaneously ongoing mobility studies.

1.0 Task 1 - Project Management and Administration

The Consultant Project Manager will play an active role in maintaining the project schedule and budget. This will involve conducting regularly scheduled coordination and status meetings with City staff including associated preparation and follow-up, maintaining a decision log, providing progress reports, and ensuring quality control on all work.

Task 1 Deliverables

- Meeting agendas
- Meeting minutes
- Decision log
- Progress reports

2.0 Task 2 - Develop Pedestrian Master Plan Implementation Guidelines, Public Right of Way (PROW) Access Compliance Policy Direction, a Schedule to Develop the PMP-Community Pedestrian Plans, and Update the 2006 Pedestrian Priority Model

The Consultant Team will review the PMP Phase 1 December 2006 Final Report and use it as a guide to develop a detailed process, methods, database and schedule as described in the following subtasks. The Consultant Team will also develop policy direction for achieving access-compliance in the public right of way and update the 2006 Pedestrian Priority Model as described in the following subtasks.

2.1 Task 2.1 - Formulate Process and Timeline to Develop the PMP-Community Pedestrian Plans

This process will be applied consistently to the communities, with adjustments made as necessary for communities with special circumstances (such as Greater North Park and Uptown which have previous or ongoing studies that will be coordinated with this effort). The process will outline all the steps to be taken and the necessary data, products, community meetings, and approvals.

Task 2.1 Deliverable

- Process and timeline for developing a PMP-Community Pedestrian Plan.

2.2 Task 2.2 – Access Compliance in the PROW Policy Direction and Assessments

Task 2.2.1 Citywide Access Compliance in the PROW Policy Direction

The Consultant Team will work with City Staff to establish policies and priorities related to achieving access compliance within the City's public rights-of-way. Drafting the citywide PROW access policy direction will entail the following subtasks:

- Review the latest PROW access requirements and guidelines as defined through the U.S. Access Board, State of California Architects Office, Caltrans, and other sources.
- Review comparable jurisdictions' policy directions related to access compliance within the public right-of-way.

- Identify key stakeholders concerned with public right-of-way access compliance, and conduct appropriate interviews.
- Schedule a kick-off meeting with stakeholders to obtain preliminary input,
- Using the best practices review and stakeholder input, draft preliminary Access Compliance in the PROW Policy Direction document. The preliminary Access Compliance in the PROW Direction document will consist of information, including but not limited to, suggested policies, prioritization and methodology based on up to date review of local, state, and federal access requirements and guidelines and an explanation as to the basis for any suggested policies prioritization, schedules, or methodology.
- Circulate draft document to stakeholders and other City staff
- Hold a second stakeholder meeting to obtain comments on the draft policy document,
- Finalize Access Compliance in the PROW Policy Direction document

Task 2.2.2 Protocol for PROW Access-Related Data Collection and Database Design

The Consultant Team will review comparable jurisdictions' access databases for the public rights-of-way, including sidewalks and curb ramps, to determine the most efficient and useful database design. A listing of the attribute requirements for each feature/facility that should be included in the database will be provided along with documentation of the domains for each of the attribute fields and the source for the data that will populate the field. We will work with City staff and any relevant departments to ensure that the database design is compatible with currently used database management approaches at the City.

Task 2.2.3 Protocol for PROW Access Compliance Project Prioritization

Consultant will assist the City in refining an access improvement priority method that can be used to implement access-related improvements in the public right of way. Consultant will develop a summary memo on existing methods used by major cities around California and the United States, and provide examples of these systems. Most cities use a combination of a demand/need-based (often GIS-based) model to determine areas of highest pedestrian activity, supplemented by (a) any new distinct safety patterns that emerge, and (b) responses

to specific requests from the disabled community. Consultant will recommend an appropriate system for the City of San Diego, and assist in developing the method and tools for actual use.

Task 2.2 Deliverables:

- Access Compliance in the PROW Policy Direction Memo
- PROW Access-Related Data Collection and Database Design Memo
- PROW Access Project Prioritization Memo and Tools

2.3 Task 2.3 - Develop Method and Database to Assess/Inventory Communities

The Consultant Team will develop a detailed method to select, inventory and assess selected pedestrian routes in order to identify deficiencies and pedestrian project needs. The assessment/inventory methodology will specify any and all data to be collected during surveys of the pedestrian routes. The Consultant Team will coordinate with staff from the Street Division and Disability Services section to determine how the inventory will satisfy the Accessibility Transition Plan requirements within the public right-of-way and maintenance-related needs and deficiencies. The methods employed to collect data will utilize any available GIS data such as street characteristics, curb ramps, street trees, traffic signals, street lights, etc., and maximize utility in extracting and sharing the data among departments as well as facilitate future updates.

Task 2.3 Deliverables

- Method to select, inventory and assess selected pedestrian routes.
- Inventory of GIS database(s) and other data sources to be utilized for developing the PMP-Community Pedestrian Plans

2.4 Task 2.4 - Develop Process to Address Deficiencies/Develop Project Needs

The Consultant Team will develop a method to address concerns identified during the field surveys and community outreach. This includes a process to identify pedestrian improvement project needs.

Task 2.4 Deliverable

- Process to address concerns and identify project needs.

2.5 Task 2.5 - Develop Criteria to Prioritize Pedestrian Projects

The Consultant Team will develop pedestrian project prioritization criteria with consideration of the following items:

- The updated Pedestrian Priority Model developed during Phases 2 and 3;
- The most recent prioritization criteria for pedestrian projects and curb ramps as developed by the Engineering and Capital Projects Department;
- The SANDAG FY 2008 Transportation Development Act and TransNet (TDA/TransNet) Bicycle and Pedestrian Project Selection Criteria;
- The SANDAG FY 2009 TDA/TransNet Bicycle, Pedestrian, and Traffic Calming Project Selection Criteria (which has not begun development yet, but is expected to begin in late 2007); and
- Other comprehensive and successful pedestrian project prioritization criteria.

Task 2.5 Deliverable

- Criteria to prioritize pedestrian projects

2.6 Task 2.6 - Develop Schedule to Develop the PMP-Community Pedestrian Plans in Seven Selected Communities

The Consultant Team will develop a schedule for developing the PMP Community Pedestrian Plans in the seven study communities.

Task 2.6 Deliverables

- Schedule for developing the PMP-Community Pedestrian Plans for the seven study communities.

2.7 Task 2.7 – Update the City of San Diego’s Pedestrian Priority Model

The Consultant Team will update the City’s Pedestrian Priority Model with the most recent pedestrian accident, transit system, and transit ridership data available.

Task 2.7 Deliverables

- GIS files with updated pedestrian priority model inputs and outputs.

3.0 **Task 3 - Develop the PMP-Community Pedestrian Plan for Seven Communities**

The Consultant Team will complete the PMP-Community Pedestrian Plans for seven communities, incorporating the deliverables for Tasks 3.1 to 3.6 into a single cohesive chapter for each community planning area listed below.

- Greater North Park
- Southeastern San Diego (not including Encanto)
- Greater Golden Hill
- Uptown
- Normal Heights
- Barrio Logan
- City Heights

Three of the communities will not be starting “from scratch”. Community outreach and involvement in the Greater North Park (GNP) community began as part of the PMP Phase 1 project. A presentation was made to the GNP community planning committee and a community workshop was held to solicit input on pedestrian issues. In the Uptown community, the Hillcrest Corridor Mobility Plan (HCMP) project has begun and will be completed in February 2008. In Barrio Logan, a Community Plan Update is expected to begin shortly and includes an assessment of pedestrian conditions.

3.1 Task 3.1 - Community Outreach, Involvement, and Review

The Consultant Team will conduct the community outreach and involvement for the development of the Plan by community. The consultant team will present at or conduct three public meetings in each community: two meetings at each community planning group’s regularly scheduled meetings, and one project-specific workshop. The consultant will also maintain a project website for on-going community input, including such items as a pedestrian survey and pedestrian facility comment card.

Below is a summary of the key goals for each of the three community meetings. Similar outreach efforts will be applied across each of the seven communities, with the exception of

the three communities (North Park and Uptown) where ongoing planning studies may provide for the opportunity to consolidate outreach efforts.

- ***Meeting 1: Presentation at the Community Planning Group Meetings***

The City and Consultant Team project managers will present a project overview at the regularly scheduled community planning group meetings. The presentation will summarize the proposed planning process for the Phases 2 & 3 work, discuss linkages to the previous Phase 1 work, and invite community members to participate in the planning process and to attend the Phases 2 and 3 Pedestrian Planning Workshop.

- ***Meeting 2: Pedestrian Plan Community Workshop***

The Consultant Team will conduct a workshop in each of the communities to describe the overall planning process, teach community members about the pedestrian environment, lead a walking tour in the community, and obtain specific input about pedestrian-related issues in the community.

- ***Meeting 3: Presentation at the Community Planning Group Meeting***

The Consultant Team will present a summary of pedestrian issues and opportunities in each community based upon the field inventory, the community workshop, and the development of a preliminary pedestrian project list. Pedestrian project prioritization criteria and draft prioritized list of projects will be presented for feedback.

Task 3.1 Deliverables

- Presentations and community information and outreach materials
- Summaries of community input
- Project website materials

3.2 Task 3.2 - Pedestrian Study Areas

The Consultant Team will focus the project effort on approximately 110 miles of roadway within the seven communities. The following discussion outlines the methodology used for determining the number of roadway miles to be assessed for this project.

Walkable Roadway Mileage in the Seven Study Communities

There are a total of 416 walkable roadway miles in the seven study communities, including 91 miles of 4-lane roadways, and 325 miles of 2-lane roadways. "Walkable" roadways are a subset of the 2006 SANGIS road layer, and exclude the following roadway types:

Funclass =	1 – freeway to freeway ramps	P – paper streets
	7 – private streets	A – alleys
	F – freeways	R – freeway ramps
Segclass =	7 – private ramps	M – military roads
	P – paper streets	

Walkable Roadways Intersecting High Pedestrian Priority Areas

There are a total of 121 roadway miles in the seven communities which intersect Phase 1 high Pedestrian Priority Model (PPM) grids, defined as those grids having a value of greater than 35 out of 70. Roughly 68 miles are 2-lane roadways, and 53 miles are 4-lane roadways.

Table 1 shows the miles of roadways intersecting high PPM grids by community.

Table 1: Miles of Roadway Intersecting High PPM Grids

Community	2-lane	4-lane	Total
Barrio Logan	3.0	3.2	6.2
Golden Hill	3.7	1.5	5.2
North Park	11.4	10.1	21.5
Uptown	9.3	12.2	21.5
City Heights	16.7	10.7	27.4
Normal Heights	3.3	2.4	5.7
Southeastern San Diego (w/o Encanto)	21.0	12.4	33.4
Totals	68.4	52.5	120.9

Source: Alta Planning + Design, August 2007

Refinements to Study Area Roadway Mileage

Study area roadway mileage was reduced by approximately 10 miles in Uptown. This reduction is possible due to overlapping studies that will study roadways in these two communities.

Therefore,

$$121 \text{ miles} - 10 \text{ miles} = 111 \text{ miles.}$$

The results of the GIS analysis, intersecting high PPM grids and walkable roadways, results in some discontinuous and spurious segments. The final roadway mileage will need to be further refined for each community to reflect sensible study areas. Based upon consideration of scope and budget constraints, the Consultant Team will inventory up to one hundred-eleven (111) roadway miles across the seven communities. **Figure 1** displays an overview of the preliminary study area roadways for the seven communities.

Task 3.2 Deliverables

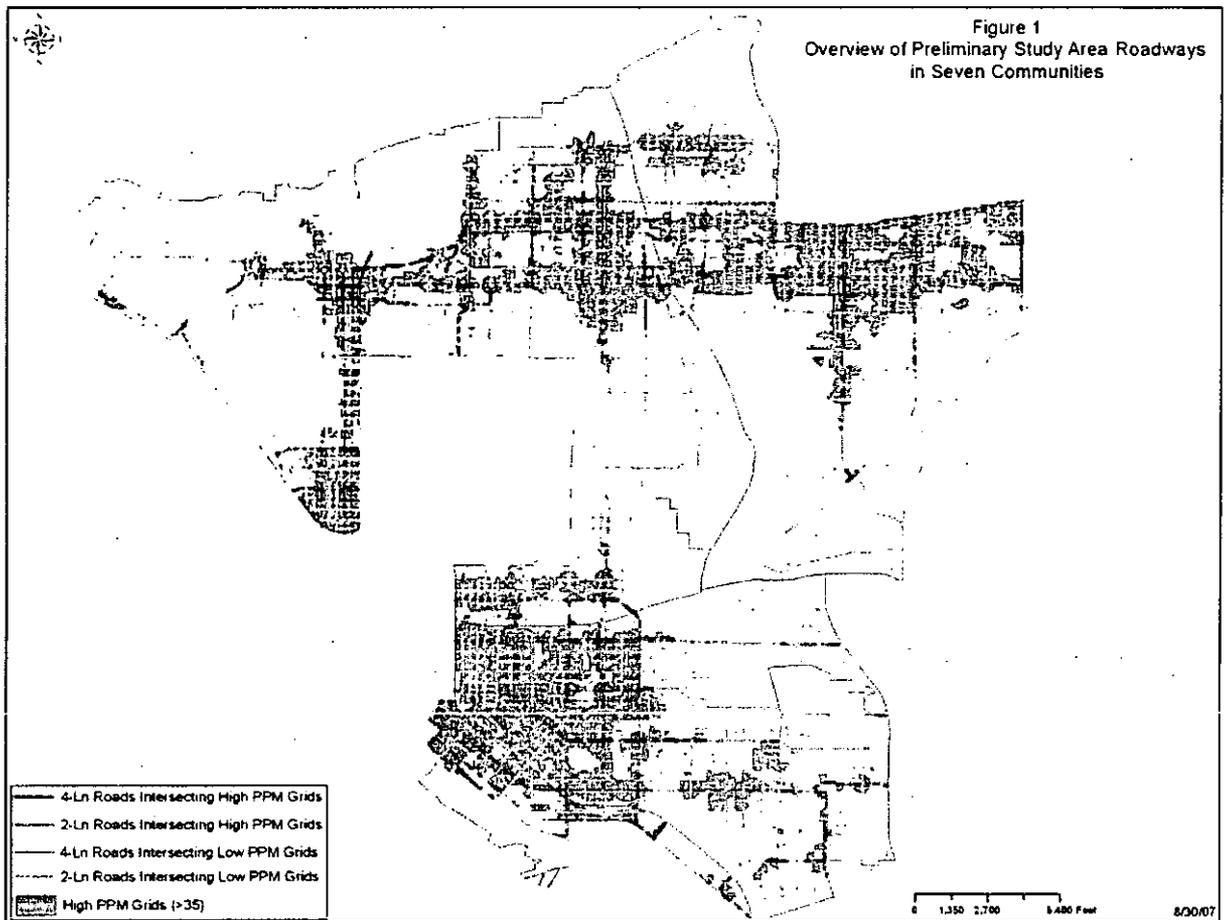
- Maps of study area for each community
- Write-up explaining justification for study area boundaries for each community

3.3 Task 3.3 - Pedestrian Routes

The Consultant Team will identify, map, and analyze existing and potential pedestrian routes for each of the seven communities. The Consultant Team will develop an automated GIS approach to classify pedestrian routes based upon roadway classification, traffic volumes, adjacent land uses, and pedestrian activity levels. We will conduct field reviews to verify the results of the GIS-based route type classification for reasonableness.

Task 3.3 Deliverables

- Maps of pedestrian routes for each community
- Write-up explaining justification for pedestrian route designations for each community



3.4 Task 3.4 - Inventory and Assessment of Existing Pedestrian Conditions

The inventory and assessment methodologies focus on data collection and analysis that directly supports the development of pedestrian projects which will address the previously established goals of enhanced safety, accessibility, connectivity, and walkability. The following sections summarize features to be inventoried and assessed by plan goal. This inventory and assessment will be specifically focused on the 111 miles of roadway within each community's pedestrian study area, as identified in Task 3.3.

Safety

The Consultant Team proposes conducting detailed field reviews and analysis of 5 to 10 higher accident locations per community. These locations will be identified through an analysis of pedestrian-involved collision data provided by the City. Safety analysis will review roadway and intersection geometry, traffic controls, pedestrian and traffic volumes, traffic speeds, and other features that appear to present safety concerns for pedestrians. This assessment will lead directly to the identification of projects that address Safety issues.

Accessibility

The Consultant Team proposes conducting windshield surveys on the 111 miles of pedestrian study area roadways in the seven study communities. Specific data to be collected include missing curb ramps, sidewalk gaps, and sidewalk obstructions. Reviewers in the field with 3-inch aerial photography basemaps will note missing curb ramps, sidewalk gaps and obstructions. This information will then be digitized from the basemaps in GIS as point and line features. This inventory will lead to "bundles" of projects that address Accessibility issues.

Connectivity

The collection of sidewalk gaps and obstructions will support the identification of projects addressing connectivity issues. In addition, a Barriers Analysis will be conducted for each community. Detailed field reviews will be conducted at 2 to 3 high-barrier locations in each community. Field reviews will be focused on identifying those features causing pedestrian barriers, and then potential solutions to these barriers. Examples of barriers are canyons, freeways, large blocks without pedestrian connections and cul-de-sacs without pedestrian connections. This inventory will lead directly to the identification of pedestrian projects that address Connectivity issues.

Walkability

During the windshield survey, the reviewers will note general areas of poor walkability, including areas of pedestrian over-exposure, trash/blight, absence of pedestrian buffer, lack of adequate illumination, and sidewalk obstructions. This information will be roughly digitized as generalized problem areas, not as specific point and line information. This work would lead to bundles of "planning-level" project areas that would address the issue of Walkability.

Task 3.4 Deliverable

- Existing conditions maps, databases, and preliminary analysis of pedestrian conditions for each community

3.5 Task 3.5 - Identification of Pedestrian Improvement Projects

The Consultant Team will determine and map potential pedestrian improvement projects within the pedestrian study areas, as identified through the inventory and assessment activities carried out under Task 3.4. The inventory and assessment is focused on analysis that will lead to pedestrian projects that support improvements to pedestrian safety, connectivity, accessibility and walkability. Pedestrian projects will be mapped at a level of detail such that planning-level cost estimates can be derived. All proposed pedestrian projects will undergo traffic engineering review to ensure safe and efficient traffic operations as well as compliance with City of San Diego standards. In addition, the Consultant Team will provide preliminary engineering-level plans and detailed cost estimates for the top 10 priority projects in each community.

Task 3.5 Deliverables

- Maps, descriptions, and high-level cost estimates of the recommended pedestrian improvement projects for each community
- Preliminary engineering level plans and detailed cost estimates for the top 10 priority projects in each community

3.6 Task 3.6 - Prioritization of Pedestrian Improvement Projects

The Consultant Team will prioritize the identified pedestrian improvement projects using the methodology developed in Task 2.4. The Consultant Team will fine-tune the prioritized list of pedestrian improvement projects based on community input, and in consultation with City staff as appropriate. The Consultant will also prioritize the pedestrian improvement projects Citywide.

Task 3.6 Deliverables

- Prioritization of pedestrian projects for each community
- Prioritization of pedestrian projects citywide

4.0 Task 4 - Draft PMP Citywide Implementation Framework

The Consultant Team will draft the PMP-Citywide Implementation Framework based on the Preliminary Draft PMP Report completed previously during Phase 1 and the lessons learned throughout the process of developing the PMP-Community pedestrian plans in the seven Phases 2 and 3 communities.

Task 4 Deliverable

- Draft PMP-Citywide Implementation Framework

5.0 Task 5 - Public Input and Approval of PMP Citywide Implementation Framework

The Consultant Team will assist in making presentations to and soliciting input on the PMP Citywide Implementation Framework from the Project Working Group (formed during the PMP Phase I project), the Community Planner's Committee, the Planning Commission, City Council Committee(s) (Land Use and Housing and/or Public Safety and Neighborhood Services), and the City Council with the goal of finalizing the draft document and having the final PMP Citywide Implementation Framework approved by the City Council.

Task 5 Deliverables

- Presentations to and summary of input from the following:
 - Project Working Group (formed during the PMP Phase 1 project)
 - Community Planner's Committee
 - Planning Commission
 - City Council Committee(s) (Land Use and Housing and/or Public Safety and Neighborhood Services),
 - City Council
- Final PMP-Citywide Implementation Framework approved by City Council

EXHIBIT B

EXHIBIT B
 COMPENSATION AND FEE SCHEDULE
 CITY OF SAN DIEGO PEDESTRIAN MASTER PLAN PHASES 2 & 3 *

TASK	ALTA										CityWorks		Boyle		Walk San Diego		Total		Breakdown of Scope and Budget by SANDAG TDA Grant Funding Phase						
	Michael Jones	Ma Berk	Michael Vecchio	Sherry Ryan	Matt Benjamin	Matthew Lasky	Admin/ Graphics	Catherine Smith	Assistant	Park Eradbury	Assistant Engineer	Andy Hamilton	Erstin Mulley	Hours	Cost	Subtask by Task	Cumulative Cost	Remaining FY 2005 Phase 1 Grant work cost	FY 2006 Phase 2 Grant work cost	FY 2007 Grant work cost	Phase 3 check				
	\$700	\$200	\$140	\$120	\$180	\$55	\$60	\$700	\$100	\$140	\$110	\$150	\$65												
Task 1.0: Project Management and Administration	18	4		80										102	\$14,000	\$14,000	\$14,000	\$1,716	\$1,716	\$6,142	\$6,142	\$6,142	\$6,142	\$14,000	
Task 2.0: Implementation Guidelines and Schedule																\$14,000		\$1,716		\$6,142		\$6,142	\$0		
Task 2.1: Formulate Process and Timeline	4			12		8		4						28	\$3,720	\$17,720	\$3,720	\$5,436		\$6,142		\$6,142	\$3,720		
Task 2.2: Access in the PROW Policy Direction	14			34	18	4								70	\$9,020	\$26,740	\$9,020	\$14,456		\$6,142		\$6,142	\$9,020		
Task 2.3: Develop Inventory/Assessment Method		4		14		16								34	\$3,940	\$30,680	\$3,940	\$18,296		\$6,142		\$6,142	\$3,940		
Task 2.4: Develop Process to Address Deficiencies/Issues	8	4		16		8								34	\$5,000	\$35,680	\$5,000	\$23,296		\$6,142		\$6,142	\$5,000		
Task 2.5: Develop Criteria to Prioritize Pedestrian Projects	4	4		16		16								38	\$4,480	\$40,160	\$4,480	\$27,776		\$6,142		\$6,142	\$4,480		
Task 2.6: Develop Schedule for PMP-Community Ped Plans				12		40		20						72	\$8,040	\$48,200	\$5,000	\$32,776		\$6,142		\$6,142	\$5,000		
Task 2.7: Update Phase 1 Ped Priority Model																\$37,100	\$51,100	\$32,776	\$3,020	\$9,162		\$3,020	\$8,162	\$6,040	
Task 3.0: Develop the PMP-Community Ped Plan																\$51,100		\$32,776		\$9,162		\$9,162	\$0		
Task 3.1: Community Outreach, Involvement, and Review	8	8		80	24	24		105	120			6	8	391	\$52,730	\$103,830		\$32,776		\$9,162		\$9,162	\$52,730		
Task 3.2: Pedestrian Study Areas	8			24	24	40		32						138	\$17,200	\$116,030		\$32,776		\$26,365		\$26,365	\$35,527	\$32,790	
Task 3.3: Pedestrian Routes	8			40	40	30								158	\$19,600	\$135,630		\$32,776		\$9,100		\$41,827	\$8,100	\$41,827	
Task 3.4: Inventory and Assessment of Existing Ped Condt.	8	4		96	120	150	84			42	56	8	8	576	\$59,768	\$191,398		\$32,776		\$26,884		\$26,884	\$78,311	\$50,718	
Task 3.5: Identification of Ped Improvement Projects	4	4	86	28	24	18	16	8	8	86	100	8	8	398	\$53,944	\$245,342		\$32,776		\$26,972		\$106,283	\$26,972	\$106,283	
Task 3.6: Prioritization of Ped Improvement Projects	4	4		32	16	18	18			28	40			162	\$19,822	\$265,164	\$214,064	\$32,776		\$8,911		\$116,184	\$8,911	\$116,184	
Task 4.0: Draft PMP Implementation Framework	12	4		30	35	35	24	18	24	16	16			214	\$25,479	\$290,643	\$290,643	\$32,776		\$12,740		\$126,934	\$12,740	\$126,934	
Task 5.0: Public Input/Approval of PMP Framework	8			45	16	18	32	24	20	8	8	8	8	197	\$23,242	\$313,885	\$313,885	\$32,776		\$11,821		\$140,556	\$11,821	\$140,556	
Hours	114	40	86	585	321	443	260	181	172	180	222	26	30	2,840	\$313,885										
Cost	\$22,800	\$8,000	\$12,040	\$70,200	\$32,100	\$37,655	\$15,900	\$32,200	\$17,200	\$36,820	\$24,420	\$3,900	\$1,950		\$313,885										
Subtasks hours by firm:				1,846		333				402		56			\$313,885										
Subtasks cost by firm:				\$195,365		\$49,400				\$60,240		\$5,600			\$318,885										
															\$5,000	\$218,885	\$613	\$33,388	\$2,164	\$142,748	\$2,164	\$142,748	\$5,000		
															\$33,388	\$318,885	\$33,388	\$142,748		\$142,748		\$142,748	\$33,388		

* SANDAG Transportation Development Act (TDA) grant funds awarded to the City of San Diego in SANDAG's Fiscal Years 2005, 2006, and 2007 grant cycles, corresponding to the City's Pedestrian Master Plan Phases 1, 2, and 3 grant applications, have been approved for use to fund the services for this Pedestrian Master Plan Phases 2&3 Contract.

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TIME SCHEDULE*
CITY OF SAN DIEGO PEDESTRIAN MASTER PLAN PHASES 2 & 3

		MONTH																							
Task	Estimated Completion Date	Dec-07	Jan-08	Feb-08	1-Mar	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	1-Mar-09	Apr-09	May-09	Jun-09	Jul-09				
Task 1.0: Project Management and Administration	31-Jul-08																								
Task 2.0: Develop Implementation Guidelines and Schedule	30-May-08																								
Task 2.1: Formulate Process and Timeline	R.F.M./JR																								
Task 2.2: Access in the Public Right-of-Way Policy Direction	30-May-08																								
Task 2.3: Develop Inventory/Assessment Methods	18-Jan-08																								
Task 2.4: Develop Process to Address Deficiencies/Needs	25-Jan-08																								
Task 2.5: Develop Criteria to Prioritize Pedestrian Projects	1-Feb-08																								
Task 2.6: Develop Schedule for PMP-Community Ped Plans	11-Jan-08																								
Task 2.7: Update Phase I Pedestrian Priority Model	31-Dec-08																								
Task 3.0: Develop the PMP-Community Ped Plan	30-Jun-09																								
Task 3.1: Community Outreach, Involvement, and Review	31-Dec-08																								
Task 3.2: Pedestrian Study Areas	31-Mar-09																								
Task 3.3: Pedestrian Routes	31-Mar-09																								
Task 3.4: Inventory and Assessment of Existing Ped Cond.	30-Jun-09																								
Task 3.5: Identification of Ped Improvement Projects	30-Jun-09																								
Task 3.6: Prioritization of Ped Improvement Projects	30-Jun-09																								
Task 4.0: Draft PMP Citywide Implementation Framework	31-Jul-09																								
Task 5.0: Public Input and Approval of PMP Framework	31-Jul-09																								



* Schedule is subject to change based on factors including date of Notice to Proceed. Parties will negotiate schedule changes on an as-needed basis.

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

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- I. City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of professional service consultants doing business with the City. The City encourages its consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors.
- II. Nondiscrimination in Contracting Ordinance.** All consultants and professional service providers doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
- A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, 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:

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

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

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

- A. Work Force Report. If a *Work Force Report* (Attachment AA) is submitted, and an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, Consultant will be required to submit an *Equal Employment Opportunity Plan*.
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is submitted, it must include at least the following assurances that:

1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Consultant's employees are assigned to work;
2. A responsible official is designated to monitor all employment related activity to ensure the Consultant's EEO Policy is being carried out and to submit reports relating to EEO provisions;
3. Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
4. The Consultant reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
5. The Consultant discusses its EEO Policy Statement with Subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from Subcontractors, consultant associations and other business associations;
7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
8. The Consultant disseminates its EEO Policy to union and community organizations;
9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;

10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;
13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;
14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Consultant is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a consultant association, consultant/community professional association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

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

A. Subcontractor Participation Level

1. Projects valued at \$25,000 or more have a voluntary Subcontractor Participation Level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (OBE) level.
2. While attainment of the 15% Subcontractor Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

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

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

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

1. Outreach Efforts. Description of Proposer's outreach efforts undertaken on this project to make subconsulting opportunities available to all interested and qualified firms.
2. Past Participation Levels. Listing of Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of

Subcontractor firm's ownership as a certified Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.

3. Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
 4. Community Activities. Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.
- B. Consultant selection panels will consider and evaluate the Proposer's demonstrated commitment to equal opportunity including the following factors:
1. Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subconsulting opportunities available to all interested and qualified firms on this project.
 2. Past Participation Levels. Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years.
 3. Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
 4. Community Activities. Proposer's current community activities.

VI. List of Subcontractors. Consultants are required to submit a *Subcontractor List* with their proposal.

- A. Subcontractors List. The *Subcontractor List* (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed Subcontractor.
1. Subcontractors must be named on the *Subcontractors List* if they receive more than one-half of one percent (0.5%) of the Prime Consultant's fee.
- B. Commitment Letters. Proposer shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page

each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

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

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

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

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

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

VIII. Certification.

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

1. Current certification by the City of San Diego as MBE, WBE, or DBE;
2. Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;

3. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.

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

IX. List of Attachments.

AA - *Work Force Report*

BB - *Subcontractors List*

CC - *Contract Activity Report*

WORK FORCE REPORT -- NAME OF FIRM: Alta Planning + Design

DATE: 12/7/07

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

COUNTY: San Diego

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial													1	
Professional					2							15	7	1
A&E, Science, Computer														
Technical														
Sales														
Administrative Support						1						1	1	
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column					2	1						16	9	1
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Grand Total All Employees 29

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

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

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

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

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

Services

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

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTORS LIST

INFORMATION REGARDING SUBCONTRACTORS PARTICIPATION:

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	*MBE/WBE/ DBE/DVBE/ OBE	**WHERE CERTIFIED
Boyle Engineering	Engineering	19.2%	\$60,240		
CityWorks	Public Outreach	15.7%	\$49,400		
WalkSanDiego	Outreach, Design Review	1.9%	\$5,850		

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

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

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

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

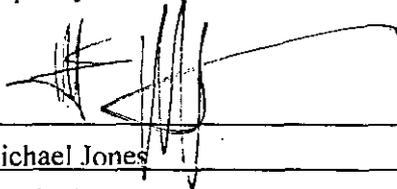
CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: San Diego Pedestrian Master Plan Phases 2 & 3

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:

Alta Planning + Design
Name under which business is conducted

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

Signed 
Printed Name Michael Jones
Title Principal
Date 12/7/07

DETERMINATION FORM

CONFLICT OF INTEREST CODE:
DETERMINATION OF APPLICABILITY TO CONSULTANT

Name of Consultant & Company: **Michael G. Jones**
Alta Planning + Design
707 C Street
San Rafael, CA 94901

Consultant Duties: **Pedestrian Master Planning**
\$318,831 over 20 months

Disclosure determination:

Consultant will not be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B attached. No disclosure required.

Consultant will be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B attached. Consultant is required to file a Statement of Economic Interests with the City Clerk of the City of San Diego in a timely manner as required by law.

Disclosure required to the broadest level.

Disclosure required to a limited extent:

By: Maureen Gardiner
Maureen Gardiner, Associate Traffic Engineer

1/3/2008
Date

*Forward a copy of this form to the Consultant to notify them of the determination.
*Forward a copy of this form to the City Clerk's office to go on file for reporting purposes.

DETERMINATION FORM**ATTACHMENT TO DETERMINATION FORM - DEFINITION OF "CONSULTANT"**

A "consultant" is 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, CALIFORNIA
COUNCIL POLICY

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

BACKGROUND:

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

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

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

PURPOSE:

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

POLICY:

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

LEED (Leadership in Energy and Environmental Design):

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

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

SUSTAINABLE BUILDING MEASURES:

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

1. Design and construct mechanical and electrical systems to achieve the maximum energy efficiency achievable with current technology. Consultants shall use computer modeling programs, (Energy Pro) to analyze the effects of various design options and select the set of options producing the most efficient integrated design. Energy efficiency measures shall be selected to achieve energy efficiencies at least 22.51% better than California's Title 24.2001 standards for both new construction and major renovation projects.
2. Incorporate self-generation using renewable technologies to reduce environmental impacts associated with fossil fuel energy use. Newly constructed City facilities shall generate a minimum of 10%, with a goal of 20% from renewable technologies (e.g., photovoltaic, wind and fuel cells).
3. Eliminate the use of CFC based refrigerants in newly constructed facilities and major building renovations and retrofits for all heating, ventilation, air conditioning and refrigerant-based building systems.
4. Incorporate additional commissioning and measurement and verification procedures as outlined by LEED 2.0 Rating System, Energy and Atmospheres, credit 3 and credit 5 for all projects over 20,000 sq. ft.
5. Reduce the quantity of indoor air contaminants that are odorous or potentially irritating to provide installer(s) and occupant(s) health and comfort. Low-emitting materials will include adhesives, paints, coatings carpet systems, composite wood and agri-fiber products.
6. In order to maximize energy efficiency measures within these requirements, projects will combine energy efficiency measures requiring longer payback periods, with measures requiring shorter payback periods to determine the overall project period.

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

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

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

1. Use high efficiency irrigation technology, drought tolerant native plants and recycled site water to reduce potable water for irrigation by 50%. Additionally, building water consumption should be reduced by 30%.
2. Limit disruption of natural water flows and minimize storm water runoff by minimizing building footprints and other impervious areas, increasing on-site infiltration, preserving and/or restoring natural drainage systems, and reducing contaminants introduced into San Diego's bays, beaches and the ocean.
3. Facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills. Provide an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling. Recycling should include paper, glass, plastic and metals at a minimum.
4. Incorporate building products that have recycled content reducing the impacts resulting from the extraction of new materials. Newly constructed City facilities shall have a minimum of 25% of building materials that contain in aggregate, a minimum weighted average of 20% post consumer recycled content materials.
5. Reduce the use and depletion of finite raw and long-cycle renewable materials by replacing them with rapidly renewable materials. Newly constructed City facilities should consider incorporating rapidly renewable building materials for 5% of the total building materials.
6. Establish minimum indoor air quality (IAQ) performance to prevent the development of indoor air quality problems in buildings, maintaining the health and well being of the occupants. Newly constructed City facilities will comply with IAQ by conforming to ASHRAE 62-1999.
7. City buildings will be designed to take the maximum advantage of passive and natural sources of heat, cooling, ventilation and light.

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

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

PRIVATE-SECTOR/INCENTIVES:

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

1. Residential projects that provide 50% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
2. Commercial and industrial projects that provide 30% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
3. Residential and commercial and industrial projects that exceed the State of California Title 24 energy requirements by:
 - a. 15% better than California's Title 24.2001 for Residential Buildings.
 - b. 10% better than California's Title 24.2001 for Commercial and Industrial Buildings.

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

1. Incorporate the U.S. Green Building Council, Leadership in Energy and Environmental Design (LEED) 2.0 Rating System "Silver" Level Certification for commercial development projects.
2. Incorporate self-generation through renewable technologies (e.g., photovoltaic, wind and fuel cells) to reduce environmental impacts associated with fossil fuel energy use for commercial and industrial projects generating a minimum of 30% or more of the designed energy consumption from renewable technologies such as photovoltaic, wind and fuel cells.
3. Residential discretionary projects of 4 units or more within urbanized communities as defined in the Progress Guide and General Plan that provide 50% of their projected total energy use utilizing renewable energy resources.

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

HEALTH AND RESOURCE CONSERVATION:

1. Projects will be designed to avoid inflicting permanent adverse impact on the natural state of the air, land and water, by using resources and methods that minimize pollution and waste, and do not cause permanent damage to the earth, including erosion.
2. Projects will include innovative strategies and technologies such as porous paving to conserve water, reduce effluent and run-off, thus recharging the water table.
3. When feasible, native plants will be used in landscaping to reduce pesticide, fertilizer, and water usage.
4. Buildings will be constructed and operated using materials, methods, mechanical and electrical systems that ensure a healthful indoor air quality, while avoiding contamination by carcinogens, volatile organic compounds, fungi, molds, bacteria, and other known toxins.
5. Projects will be planned to minimize waste through the use of a variety of strategies such as: a) reuse of materials or the highest practical recycled content; b) raw materials derived from sustainable or renewable sources; c) materials and products ensuring long life/durability and recyclability; d) materials requiring the minimum of energy and rare resources to produce and use; and e) materials requiring the least amount of energy to transport to the job site.

OUTREACH / EDUCATION:

1. An education and outreach effort will be implemented to make the community aware of the benefits of "Green Building" practices.
2. The City will sponsor a recognition program for innovative Green Building projects implemented in the public as well as private sector in an effort to encourage and recognize outstanding environmental protection and energy conservation projects.

IMPLEMENTATION:

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

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

LEGISLATION:

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

REFERENCES:

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

HISTORY:

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

Section II

SPECIFIC RATINGS

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

Section III

SUPPLEMENTAL INFORMATION

Please ensure to attach additional documentation as needed.

Item _____ :

(*Supporting documentation attached yes _____ no _____)