

DOCKET SUPPORTING INFORMATION  
CITY OF SAN DIEGO

DATE:

**EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION**

December 7, 2007

SUBJECT: Logan Heights Branch Library

**GENERAL CONTRACT INFORMATION**

Recommended Consultant: Martinez + Cutri Corporation  
 Amount of this Action: \$ 509,679.00  
 2<sup>nd</sup> Amendment Amount: \$ 165,000.00  
 All Other Consultant Actions: \$ 700,000.00  
 Cumulative: \$ 865,000.00  
 Funding Source: City

**SUBCONTRACTOR PARTICIPATION****This Action****Cumulative**

Flores Lund Civil Consulting (Hispanic Male/DBE)	\$ 0	0%	\$ 58,504	6.76%
Flores Lund Structural Consulting (Hispanic Male/DBE)	\$ 0	0%	\$ 58,800	6.80%
Parterre (Caucasian Female/WBE)	\$ 0	0%	\$ 43,750	5.06%
Merrick & Associates (Other)	\$ 0	0%	\$ 77,500	8.96%
LSW Engineering (Other)	\$ 0	0%	\$ 46,650	5.39%
Design Point (Other)	\$ 0	0%	\$ 20,400	2.36
Protection Design & Consulting (Other)	\$ 0	0%	\$ 800	0.09%
<b>Total Certified Participation</b>	<b>\$ 0</b>	<b>0%</b>	<b>\$ 161,054</b>	<b>18.62%</b>
<b>Total Other Participation</b>	<b>\$ 0</b>	<b>0%</b>	<b>\$ 145,350</b>	<b>16.80%</b>
<b>Total Participation</b>	<b>\$ 0</b>	<b>0%</b>	<b>\$ 306,404</b>	<b>35.42%</b>

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Equal Opportunity: Required

This action authorizes the re-appropriation and expenditure of \$509,679 for the Logan Heights Branch Library. This action also authorizes the second amendment to the Consultant Agreement with Martinez + Cutri Corporation for an amount of \$165,000. Martinez + Cutri Corporation submitted a Workforce Report for their San Diego office dated October 15, 2007. The firm's workforce consists of 26 employees and reflects under representations as shown below:

Females - Professional  
 Asian - Technical

Martinez + Cutri has an approved Equal Opportunity Plan on file which demonstrates their commitment to remedy deficiencies in their workforce. Staff will continue to monitor their efforts in this area.

**ADDITIONAL COMMENTS**

The *Work Force Analysis* is attached.

by::amj

000061

11-60  
03/11

**REQUEST FOR COUNCIL ACTION**  
CITY OF SAN DIEGO

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

AC 2800521

TO:  
CITY ATTORNEY

2. FROM (ORIGINATING DEPARTMENT):  
ENGINEERING AND CAPITAL PROJECTS

3. DATE:  
11/02/07

4. SUBJECT:  
LOGAN HEIGHTS BRANCH LIBRARY

5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.)  
Darren Greenhalgh, (619) 980-2984 MS-907

6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.)  
Sepi Amirazizi (619) 533-3142 MS-614

7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

**8. COMPLETE FOR ACCOUNTING PURPOSES**

FUND	38030		
DEPT.	30244	18522	
ORGANIZATION	106		
OBJECT ACCOUNT	4279	4279	
JOB ORDER	35-071.0	351010	
C.I.P. NUMBER			
AMOUNT	\$509,679.00	165,000	

9. ADDITIONAL INFORMATION / ESTIMATED COST:  
Total Project Cost: \$13,102,403.00  
Previously Authorized: \$12,592,724.00  
This Request: \$509,679.00

**10. ROUTING AND APPROVALS**

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT	<i>[Signature]</i>	11/6/07	9	DEPUTY CHIEF	<i>[Signature]</i>	1/25/08
2	LIBRARY	<i>[Signature]</i>	2/5/07	10	COO	<i>[Signature]</i>	1/28/08
3	EAS	<i>[Signature]</i>	11/21/07	11	CITY ATTORNEY	<i>[Signature]</i>	2/12/08
4	EOCP	<i>[Signature]</i>	7/11/07	12	ORIGINATING DEPARTMENT		
5	COMMECON DEVELOPMENT	<i>[Signature]</i>	1-11-08	DOCKET COORD: <i>[Signature]</i> COUNCIL LIAISON: <i>[Signature]</i>			
6	FM/CIP	<i>[Signature]</i>	1/8/07	COUNCIL PRESIDENT <input type="checkbox"/> SPOB <input type="checkbox"/> <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION			
7	FIN. SERV.	<i>[Signature]</i>		COUNCIL DATE: 3/11/08			
8	AUDITORS	<i>[Signature]</i>	1/23/08	COUNCIL REFER TO: _____			

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

(See Back)

11A. STAFF RECOMMENDATIONS:  
ADOPT THE RESOLUTIONS(S).

12. SPECIAL CONDITIONS

**COUNCIL DISTRICT(S):** # 8 HUESO

**COMMUNITY AREA(S):** Southeastern San Diego

**CITY CLERK INSTRUCTIONS:** Please send two (2) copies of the Resolutions and two (2) executed copies of the second Amendment to Sepi Amirazizi at Mail Station 614.

**ENVIRONMENTAL IMPACT:** This activity is covered under Finding of No Significant Impact/Neg. Dec. No. 42-0267 (Logan Heights Library). The activity is adequately addressed in the environmental document and there are no changes in circumstance, additional information, or project changes to warrant additional environmental review because the prior environmental document adequately covered this activity, as part of the CEQA review per CEQA Guidelines Section 15060(c) (3).

ATTACHMENTS: Location Map, Second Amendment to Agreement and Cost Estimate.

CITY ATTORNEY  
07 DEC 21 AM 11:24  
CIVIL DIVISION

11. PREPARATION OF: (Continued from Page 1)

1. Authorizing the re-appropriation of \$509,679.00 in Fund 038030, First 5 Grant Fund, from CP 35-071.0 to CIP 35-101.0, Logan Heights Branch Library; and  
*College Heights Branch Library*
2. Authorizing the expenditure of \$509,679, in Fund 38030, First 5 Grand Fund for FY '08 Program Budget in CIP No. 35-101.0, Logan Heights Branch Library; Contingent upon the auditor and comptroller certifying that funds are available and;
3. Introducing and adopting an ordinance authorizing the Mayor or his designee to execute a Second Amendment to the Agreement with Martinez + Cutri Corporation for the professional design services for the Project in the amount of \$165,000.00; contingent upon the City Comptroller first certifying that funds are on deposit with the City treasure and;  
*from Fund No. 18522, CIP 35-101.0, Logan Heights Branch Library*
4. Authorizing the City Auditor and Comptroller upon advice from the administering department, to transfer excess funds, if any, to the appropriate reserves; and
5. Authorizing the Mayor or his designee to amend the deed of trust in HUD's favor on the Otay Mesa/Nestor Library, 3003 Coronado Avenue, San Diego, CA, to secure the loan amount of \$353,000.00 for the Logan Heights Library; and
6. Certifying that this activity is covered under Finding of No Significant Impact/Neg. Dec. No. 42-0267 (Logan Heights Library). The activity is adequately addressed in the environmental document and there are no changes in circumstance, additional information, or project changes to warrant additional environmental review because the prior environmental document adequately covered this activity as part of the CEQA Guidelines Section 15060(c)(3).

RECEIVED  
 09 FEB 29 PM 11:15  
 CITY OF SAN DIEGO  
 PUBLIC WORKS DEPARTMENT

## EXECUTIVE SUMMARY SHEET

DATE REPORT ISSUED: September 25, 2007  
ATTENTION: Council President & City Council  
ORIGINATING DEPARTMENT: Engineering & Capital Projects  
SUBJECT: Logan Heights Branch Library  
COUNCIL DISTRICT(S): 8  
STAFF CONTACT: Darren Greenhalgh, (619) 980-2984

**REQUESTED ACTIONS:**

1. Authorizing the re-appropriation of \$509,679.00 in Fund 038030, First 5 Grant Fund, from CP 35-071.0 to CIP 35-101.0, Logan Heights Branch Library; and
2. Authorizing the expenditure of \$509,679, in Fund 38030, First 5 Grand Fund for FY '08 Program Budget in CIP No. 35-101.0, Logan Heights Branch Library; Contingent upon the auditor and comptroller certifying that funds are available and;
3. Introducing and adopting an ordinance authorizing the Mayor or his designee to execute a Second Amendment to the Agreement with Martinez + Cutri Corporation for the professional design services for the Project in the amount of \$165,000.00; contingent upon the City Comptroller first certifying that funds are on deposit with the City treasure and;
4. Authorizing the City Auditor and Comptroller upon advice from the administering department, to transfer excess funds, if any, to the appropriate reserves; and
5. Authorizing the Mayor or his designee to amend the deed of trust in HUD's favor on the Otay Mesa/Nestor Library, 3003 Coronado Avenue, San Diego, CA, to secure the loan amount of \$353,000.00 for the Logan Heights Library; and
6. Certifying that this activity is covered under Finding of No Significant Impact/Neg. Dec. No. 42-0267 (Logan Heights Library). The activity is adequately addressed in the environmental document and there are no changes in circumstance, additional information, or project changes to warrant additional environmental review because the prior environmental document adequately covered this activity as part of the CEQA Guidelines Section 15060(c)(3).

**STAFF RECOMMENDATION:** Approve the requested actions.

**EXECUTIVE SUMMARY:** This project provides a 25,000 sq. ft. library on a school site to serve the Logan Heights Community. The existing facility, built in 1927 and only 3,967 sq. ft. lacks adequate space for materials and public seating, and has no meeting room. This project consists of two phases: Phase I construction which began in August 2005 and completed in February, 2006, consisted of parking areas, fencing, exterior lighting, landscaping, and irrigation; Phase II consists of the library construction. On November 29, 2004, the First Five Commission of San Diego entered into a capital project agreement with the San Diego Public Library to make capital improvements and provide library services for children between ages 1 to 5 at the College/Rolando, Logan Heights, Serra Mesa/Kearny Mesa and Skyline Hills branch libraries for a not-to exceed sum of \$4,000,000. Per R-299708, adopted on October 4, 2004, a \$1,000,000 grant budget was set up in each one of the four libraries' CIP. However, it was later established that this grant funding could be only used for future work, and College Rolando Branch Library was already under construction. The maximum allowable First Five funding of \$490,321 was used for the completion of the College Rolando Branch Library Preschooler's Door to Learning. The balance of \$509,679 will be transferred into Logan Heights Branch Library, for a total First Five Grant budget of \$1,509,679 for the project, as approved by the First 5 Commission.

On May 20, 2003, the City entered into a consultant agreement with Martinez + Cutri Corporation in an amount not to exceed \$600,000 for the project design. On October 31, 2005, the First Amendment to the Agreement for the amount of \$100,000.00 was adopted to provide additional professional services during the design phase. With this Second Amendment to the Agreement, the additional basic services during construction will be increased by \$165,000 to pay for design and construction support services during construction phase.

On July 31, 2001, the City Council approved an application to apply for a HUD 108 loan in the amount of \$3,030,000 for the Logan Heights Library. The City received the funds from HUD. On May 20, 2003, the City Council approved an amendment to the original HUD 108 Loan application for an additional amount of \$353,000. This application is on hold in Washington as additional collateral is needed to secure the loan request and receive funding. Because the City does not own the land on which the Logan Heights Library is being built, the City was not able to offer the land as collateral. As the Otay Library located at 3003 Coronado Avenue has sufficient equity to secure the loan, and is consistent with the Guidelines for HUD 108 Loans adopted January 14, 2003 by Resolution #297554.

**FISCAL CONSIDERATIONS:** The total consultant's fee for professional services authorized for this project is \$915,000. Funds for this purpose are available in CIP No. 35-101.0, Logan Heights Library.

**PREVIOUS COUNCIL AND/OR COMMITTEE ACTION:**

City Council approved an application to HUD 108 loan for \$3,030,000 on July 31, 2001 (R-295242). On June 11, 2002, the City and San Diego Unified School District entered into a Ground Lease Agreement for the Logan Heights Branch Library. City Council (R-297961) approved an Amendment to HUD 108 application for an additional amount of \$353,000 and adopted Consultant Agreement on May 20, 2003. On September, 2003, the City entered into a Grant Agreement with the California State Library, and on November 29, 2004 the City entered into a First 5 Commission of San Diego Capital Projects Agreement for the project funding. First Amendment to the Agreement, approving plans and specifications, and authorizing award of construction contract to lowest, responsible and reliable bidder (R-300992) adopted October 31, 2005.

**COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:**

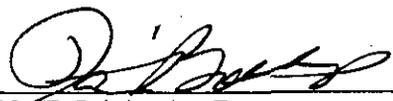
- City Council's Natural Resources & Culture Cte November 14, 2001
- Boy's and Girl's Club December 12, 2001
- *Community meetings and input regarding viable site locations and program*
- Logan Elementary School /Barrio Station March 20/21, 2002
- *Principal & Community Presentation/Design Discussion & Site Selection*
- Logan Elementary School/Memorial Junior High School April 12/19, 2002, May 1 2002
- *Meetings with Principal, staff, District Architect, parents & Community*
- Board of Education, SDUSD May 28, 2002
- *Ground Lease Agreement Approval*
- City Council June 11, 2002
- *Meeting with Community Group/ Parking, Lighting, & Security Discussions*
- Logan Library October 18 2004

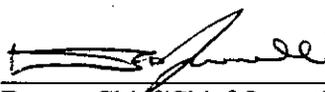
**EQUAL OPPORTUNITY CONTRACTING:**

- Funding Agency: State Grant/ HUD108/ First Five
- Goals: 15% Voluntary (MBE/WBE/DBE/DVBE/OBE)
- Subconsultant Participation: \$161,054 Certified Firms (18.62%)  
\$145, 350 Other Firms (16.80%)
- Other: Workforce Report Submitted – Equal Opportunity on file. Staff will continue to monitor plan and adhere to Nondiscrimination Ordinance.

**KEY STAKEHOLDERS & PROJECTED IMPACTS (if applicable):**

Logan Heights community members will benefit from the expansion of their branch library. Funding has been set aside in CIP 35-101.0. Martinez + Cutri Corporation and Sub-Consultants listed on the Second Amendment to Agreement are stakeholders as the project consultants.

  
E&CP Originating Department

  
Deputy Chief/Chief Operating Officer

The City of San Diego  
**CERTIFICATE OF CITY AUDITOR AND COMPTROLLER**

**CERTIFICATE OF UNALLOTTED BALANCE**

ORIGINATING

AC 2800521

DEPT. NO.: 545

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: \$509,679.00 Fund: 38030

Purpose: To authorize the transfer of funds from CIP 35-071.0, College Heights Branch Library to CIP 35-101.0, Logan Heights Branch Library for Phase II of the Logan Heights Library Project.

Date: February 8, 2008

By: *Wayne Ponder-Price*

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
1	0	30244	30244	106	4279	350710		38030		\$509,679.00
TOTAL AMOUNT										

FUND OVERRIDE

**CERTIFICATION OF UNENCUMBERED BALANCE**

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

Not to Exceed: \$165,000.00

Vendor: Martinez & Cutri Corporation

Purpose: Authorizing the Mayor or designee to execute a Second Amendment to the Agreement with Martinez & Cutri Corporation for professional design services for Capital Improvement Project 35-101.0, Logan Heights Branch Library Phase II Project.

Date: February 8, 2008

By: *Wayne Ponder-Price*

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
2	0	18522	18522		4279	351010				165,000.00
TOTAL										\$165,000.00

FUND OVERRIDE

AC 2800521

## PROJECT COST ESTIMATE

Logan Heights Library  
(Project Title)

Prepared by: Sepi Amirazizi  
Date: 10/15/2007  
J.O. No: 351010

ACTIVITY	CIP NO/FUND NO % of D	CURRENT	TOTAL	% of D
A. ENGINEERING				
4117-PRO. SERVICES	6.98%	\$915,000.00		
4114-Pre-Eng. (In-house, Design & Contr.Proc.)	5.08%	\$666,193.87		
4116-Contr. Engr. (In-house, Engr. & Contr. Admin)	4.20%	\$550,000.00		
4118 - Engineering Serv.*1	1.49%	\$195,451.71		
ENGINEERING COST			<u>\$2,326,645.58</u>	<u>17.8%</u>
B. CONSTRUCTION				
4220-Prime Const. Contract	60.82%	\$7,968,980.00	<u>\$7,968,980.00</u>	
			Total Line 4220	
			Prime Const. Contract	
4221-Suppl.Const.Contr.	8.33%	\$1,091,098.42		
4222-Misc.ContractualServ.	1.16%	\$152,000.00		
4146-Permit Fees	0.50%	\$66,000.00		
4274-Contract Serv.	0.00%	\$0.00		
CONSTRUCTION COST			<u>9278078.42</u>	<u>70.81%</u>
C. CONTINGENCIES				
4905-Contingencies	6.11%	\$800,000.00	<u>\$800,000.00</u>	<u>6.11%</u>
D. SUB-TOTAL		<u>\$12,404,724.00</u>	<u>\$12,404,724.00</u>	
E. EQUIPMENT AND FURNISHINGS				
6017 - Equipment Outlay	5.32%	\$697,679.00	<u>\$697,679.00</u>	<u>5.32%</u>
F. TOTAL PROJECT COST		<u>\$13,102,403.00</u>	<u>\$13,102,403.00</u>	<u>100.00%</u>

Fund Title	Fund No.	Programmed/Allocated	Less: Expended/Encumbered
S.E. Urban	79511	\$150,000.00	\$146,775.57
First Five	38030	\$1,509,679.00	\$0.00
Prop 14	38020	\$5,359,724.00	\$837,491.07
Sec.108-HUD	18522	\$3,383,000.00	\$1,876,759.60
Library	102216	\$2,700,000.00	\$0.00

THIS REQUEST

\$13,102,403.00

COMMENTS:

File: Admin WOFO 2000

Date WOFO Submitted: 10/15/2007  
 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: *Martinez + Cultri Corporation*

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	11.9%	1	0	6.2%	0	0	0.4%	0	0	6.2%	0	0	0	0
Professional	4.0%	0	1	12.6%	2	0	6.5%	0	0	0.5%	0	0	6.5%	2	0	1	1
A&E, Science, Computer	2.8%	0	0	7.3%	0	0	16.2%	0	0	0.3%	0	0	16.2%	0	0	0	0
Technical	6.6%	0	0	14.8%	2	1	17.2%	0	1	0.4%	0	0	17.2%	1	1	4	2
Sales	3.9%	0	0	19.5%	0	0	6.8%	0	0	0.6%	0	0	6.8%	0	0	0	0
Administrative Support	7.0%	0	0	20.8%	0	1	8.8%	0	0	0.6%	0	0	8.8%	0	0	0	4
Services	5.5%	0	0	36.9%	0	0	9.7%	0	0	0.6%	0	0	9.7%	0	0	0	0
Crafts	4.5%	0	0	25.8%	0	0	9.1%	0	0	0.7%	0	0	9.1%	0	0	0	0
Operative Workers	4.3%	0	0	38.8%	0	0	20.8%	0	0	0.3%	0	0	20.8%	0	0	0	0
Transportation	8.1%	0	0	32.1%	0	0	4.5%	0	0	0.5%	0	0	4.5%	0	0	0	0
Laborers	4.4%	0	0	54.0%	0	0	4.1%	0	0	0.5%	0	0	4.1%	0	0	0	0
<b>TOTAL</b>		<b>0</b>	<b>1</b>	<b>5</b>	<b>2</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>1</b>	<b>6</b>	<b>7</b>	<b>0</b>	<b>0</b>		

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	
2	2	0	39.8%
7	5	2	59.5%
0	0	0	22.3%
12	7	5	49.0%
0	0	0	49.4%
5	0	5	73.2%
0	0	0	62.3%
0	0	0	8.6%
0	0	0	38.7%
0	0	0	15.2%
0	0	0	11.1%
<b>26</b>	<b>14</b>	<b>12</b>	

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

	Black			Hispanic			Asian			American Indian			Filipino			Female		
	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy
Mgmt & Financial	0.07	0	N/A	0.24	1	N/A	0.12	0	N/A	0.01	0	N/A	0.12	0	N/A	0.80	0	N/A
Professional	0.28	1	N/A	0.88	2	1.12	0.46	0	N/A	0.04	0	N/A	0.45	2	1.55	4.17	2	(2.17)
A&E, Science, Computer	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Technical	0.79	0	N/A	1.78	3	1.22	2.06	1	(1.06)	0.05	0	N/A	2.06	2	N/A	5.88	5	N/A
Sales	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Administrative Support	0.35	0	N/A	1.04	1	N/A	0.44	0	N/A	0.03	0	N/A	0.44	0	N/A	3.65	5	1.34
Services	0.00	0	0.00	0.00	0	0.00	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	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	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	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	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.

ORDINANCE NUMBER O-\_\_\_\_\_ (NEW SERIES)

DATE OF FINAL PASSAGE \_\_\_\_\_

AN ORDINANCE OF THE COUNCIL OF THE CITY OF  
SAN DIEGO AUTHORIZING THE MAYOR TO EXECUTE  
A SECOND AMENDMENT TO THE AGREEMENT WITH  
MARTINEZ + CUTRI CORPORATION FOR PROFESSIONAL  
SERVICES FOR THE LOGAN HEIGHTS BRANCH LIBRARY.

WHEREAS, on May 20, 2003, the City of San Diego [City] entered into an agreement with Martinez + Cutri Corporation, on file in the office of the City Clerk as Document No. RR-297961, to provide professional services for the design of the Logan Heights Branch Library [Project]; and

WHEREAS, on October 31, 2005, the Council of the City of San Diego [Council] approved the First Amendment to the Agreement between the City and Martinez + Cutri Corporation to provide additional professional services during the design phase of the Project, on file in the office of the City Clerk as Document No. RR-300992; and

WHEREAS, the City now desires to enter into a Second Amendment to the Agreement with Martinez + Cutri Corporation to provide professional services during construction of the Project; and

WHEREAS, under San Diego Charter Section 99 no contract, agreement or obligation extending for a period of more than five years may be authorized except by ordinance adopted by a two-thirds' majority vote of the City Council; NOW, THEREFORE,

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

Section 1. That the Mayor or his designee is authorized and empowered to execute, for and on behalf of said City, a Second Amendment to the Agreement with Martinez + Cutri Corporation for professional design services for the Logan Heights Branch Library [Project] in

an additional amount not to exceed \$165,000, for a total contract amount of \$915,000, provided that the City Auditor and Comptroller first furnishes a certificate demonstrating that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer, and under the terms and conditions set forth in the Second Amendment to the Agreement, on file in the office of the City Clerk as Document No. OO-\_\_\_\_\_.

Section 2. That the additional expenditure of \$165,000 from CIP No. 35-101.0, Logan Heights Branch Library, Fund No. 18522, Section 108 Logan Heights Library, is authorized for the Second Amendment to the Agreement with Martinez + Cutri Corporation for the Project.

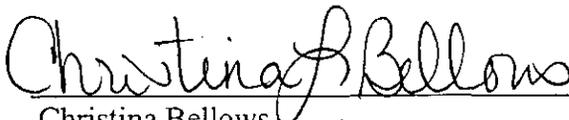
Section 3. That the City Auditor and Comptroller, upon advice from the administrating department is authorized to transfer excess funds, if any, to the appropriate reserve.

Section 4. That this activity is not subject to the California Environmental Quality Act [CEQA] pursuant to CEQA Guidelines section 15378(c). This activity is a subsequent discretionary approval adequately covered under the Finding of No Significant Impact/Negative Declaration No. 42-0267 (Logan Heights Branch Library). The activity is adequately addressed in the environmental document and there are no changes in circumstance, additional information, or project changes to warrant additional environmental review pursuant to CEQA Guidelines section 15162.

Section 5. That a full reading of this ordinance is dispensed with prior to passage, since a written copy was made available to the City Council and the public prior to the day of passage.

Section 6. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By   
Christina Bellows  
Deputy City Attorney

CB:sc:mb  
02/11/08  
Aud.Cert:2800521  
Or.Dept:E&CP  
O-2008-107

I hereby certify that the foregoing ordinance was passed by the Council of the City of San Diego,  
at its meeting of \_\_\_\_\_.

ELIZABETH S. MALAND, City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Approved: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

RESOLUTION NUMBER R-\_\_\_\_\_

DATE OF FINAL PASSAGE \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING  
THE TRANSFER OF FUNDS FOR THE LOGAN HEIGHTS  
BRANCH LIBRARY.

WHEREAS, the Logan Heights Branch Library [Project] will provide a 25,000 sq. ft. library to serve the Logan Heights Community; and

WHEREAS, the San Diego City Council [Council] has previously approved actions necessary for this Project; and

WHEREAS, the previous Council actions authorized expenditures for this Project in the amount of \$12,592,724 for design, construction and project related expenses (Document Nos. R-295242, R-297961, R-299708, and R-300992); and

WHEREAS, the Council action on May 20, 2003 (R-297961) authorized a HUD 108 loan application in the amount of \$353,000; and

WHEREAS, HUD now requires collateral in the form of property to secure this loan amount for this Project; and

WHEREAS, while the City of San Diego [City] does not own the Logan Heights property, an alternative location has been found within District 8; the Otay Mesa/Nestor Library which can be collateralized to secure this loan; and

WHEREAS, the First Five Commission of San Diego entered into an agreement with the City to give \$4,000,000 to the City, from which the City allocated \$1,000,000 each to the Logan Heights Library, the College/Rolando Library, the Serra Mesa/Kearny Mesa Library, and the Skyline Hills Library (R-299708); and

WHEREAS, the construction of the College Rolando Library was already underway when the City received the First Five money, leaving many expenses ineligible for First Five funding due to the First Five Commission funding restrictions; and

WHEREAS, the funds that were ineligible for expenditure on the College/Rolando Library can now be transferred to and used at the Logan Heights Library; and

WHEREAS, the First Five Commission of San Diego is aware of this proposed transfer and has agreed to allow the funds to be transferred to and used by the Logan Heights Library;

NOW THEREFORE,

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

1. That the re-appropriation of \$509,679 in Fund 38030, First Five Grant Fund from CIP No. 35-071.0, College Heights Branch Library, to CIP No. 35-101.0, Logan Heights Branch Library is authorized.
2. That the expenditure of an amount not to exceed \$509,679 in Fund 38030, First 5 Grant Fund, for the Fiscal Year 2008 Program Budget in CIP No. 35-101.0, Logan Heights Branch Library, is authorized solely and exclusively to provide funds for Project related expenses, provided that the City Auditor and Comptroller first furnishes one or more certificates demonstrating that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.
3. That the Mayor or his designee is authorized to amend the deed of trust in HUD's favor on the Otay Mesa/Nestor Library, located at 3003 Coronado Avenue, San Diego, California, to secure the loan amount of \$353,000 for the Logan Heights Branch Library.
4. That the City Auditor and Comptroller is authorized on advice of the administering department, to transfer excess funds, if any, to the appropriate reserves.

5. That this activity is not subject to the California Environmental Quality Act [CEQA] pursuant to CEQA Guidelines section 15378(c). This activity is a subsequent discretionary approval adequately covered under the Finding of No Significant Impact/Negative Declaration No. 42-0267 (Logan Heights Branch Library). The activity is adequately addressed in the environmental document and there are no changes in circumstance, additional information, or project changes to warrant additional environmental review pursuant to CEQA Guidelines section 15162.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By Christina J. Bellows  
Christina Bellows  
Deputy City Attorney

CB:sc:mb  
02/11/08  
Aud.Cert:2800521  
Or.Dept:E&CP  
R-2008-638

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at its meeting of \_\_\_\_\_.

ELIZABETH S. MALAND, City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Approved: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

## SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO THE AGREEMENT is made by and between the City of San Diego [City], a municipal corporation, and Martinez & Cutri Corporation [Consultant] for the Consultant to provide additional Professional Services to the City on the Logan Heights Branch Library [Project].

### RECITALS

- A. A purchase requisition with Martinez & Cutri Corporation (P. O. 5044944) for a total amount of \$50,000 was originally approved to provide for the Proposition 14 Application and Design.
- B. On May 20, 2003, the City and Consultant [Collectively referenced herein as the "Parties"] entered into an Agreement to provide Professional Service for the Project for the amount of \$600,000, which was filed in the Office of the City Clerk as Document No. RR-297961 [Agreement].
- C. On October 31, 2005, the City and the Consultant entered into a First Amendment to the Agreement to provide additional Professional Services for the Project for the amount of \$100,000, which was filed in the office of the City Clerk as Document No. RR-300992 [First Amendment].
- D. City and Consultant now mutually desire to further the Agreement to provide additional Professional Services for design of and construction support for the Project, in accordance with the terms and conditions of the Agreement and the First Amendment to the Agreement.
- E. The Compensation to the Consultant under this Second Amendment to the Agreement is being increased by an amount not to exceed \$165,000. The total compensation under the Agreement, Purchase Order, First Amendment and this Second Amendment shall be an amount not to exceed \$915,000.
- F. Consultant is ready, willing and able to provide such Professional Services.

NOW, THEREFORE, in consideration of the Recitals stated above and incorporated herein by this reference and the mutual obligations of the parties expressed herein, the Parties agree to modify the Agreement and the First Amendment, which are incorporated herein by reference, as follows:

1. Section 1.1 shall be amended to read as follows:

ADD: "**Scope of Services.** The Consultant shall perform the Professional Services as set forth in the written Scope of Services [Exhibit A-2] at the direction of the City."

2. Section 2.1 shall be amended to read as follows:

ADD: "**Term of Agreement.** This Second Amendment to the Agreement shall be effective on the date it is executed by the last Party to sign the Second Amendment and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless Otherwise terminated, the Second Amendment to the Agreement shall be effective until completion of the Scope of Services or February 1, 2010, whichever occurs first, but not to exceed five (5) years from the date of the Agreement unless approved by City Ordinance."

3. Section 3.1 shall be amended as follows:

ADD: "**Amount of Compensation.** The City shall pay the Consultant for performance of all Professional Services rendered in accordance with the Agreement, the Purchase Order, the First Amendment and this Second Amendment to the Agreement, including related expenses, for a maximum fixed fee of EIGHT HUNDRED FIFTEEN THOUSAND DOLLARS (\$815,000). The compensation for Additional Services under the Agreement, the Purchase Order, the First Amendment and this Second Amendment to the Agreement (described in Section 3.3), if any, shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000). The total amount of compensation allowed under the Agreement, the Purchase Order, the First Amendment and this Second Amendment to the Agreement shall not exceed NINE HUNDRED FIFTEEN THOUSAND DOLLARS (\$915,000)."

4. DELETE the chart in Section 3.6 and REPLACE with the following:

Funding Phase	Dates	Total Estimated Cost	Additional Services	Funding Phase Total Compensation
Purchase Order		\$50,000	\$0	\$50,000
1	March 2003	\$20,000	\$0	\$70,000
2	February 2010	\$745,000	\$100,000	\$845,000
Total		\$815,000	\$100,000	\$915,000

5. DELETE Sections 6.1, 6.2, and 6.3 and REPLACE with the following:

ADD: **“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."

6. Article VIII is amended to read as follows:

ADD: "**9.20 San Diego's Strong Mayor Form of Governance.** All references to 'City Manager' in this Second Amendment to the Agreement and all subsequent amendments thereto shall be deemed to refer to 'Mayor.' This section becomes effective on January 1, 2006 and shall remain in effect for the duration the City operates under the mayor-council (commonly referred to as 'strong mayor') form of governance pursuant to article XV of the City of San Diego City Charter."

7. The following attachments are incorporated herein by reference as follows:

Exhibits A-2, Scope of Services for Second Amendment; B-2, Compensation Schedule for Second Amendment; C-2, Fee Schedule for Second Amendment; and D-2, Time Schedule for the Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

- 8. The Parties agree that this Second Amendment to the Agreement represents the entire understanding of the Consultant and City and affects only those paragraphs referred to, and all other terms and conditions of the Agreement and First Amendment remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to Ordinance No. O-\_\_\_\_\_, authorizing such execution, and by the Design Professional.

**THE CITY OF SAN DIEGO**

By \_\_\_\_\_  
Tammy Rimes

Title: Purchasing and Contracting

Date: \_\_\_\_\_

**MARTINEZ AND CUTRI CORPORATION**

By   
Joe Martinez

Title: President

Date: 2.14.08

I HEREBY APPROVE the form and legality of the foregoing Amendment on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

MICHAEL AGUIRRE, City Attorney

By \_\_\_\_\_  
Deputy City Attorney

**EXHIBITS**

- Exhibit A Scope of Services for Agreement
- Exhibit A.1 Scope of Services for First Amendment to the Agreement
- Exhibit A.2 Scope of Services for Second Amendment to the Agreement
- Exhibit B Schedule of Hourly Billing Rates for Agreement
- Exhibit B.1 Compensation Schedule for First Amendment to the Agreement
- Exhibit B.2 Compensation Schedule for Second Amendment to the Agreement
- Exhibit D Project Schedule
- Exhibit D.2 Project Schedule for Second Amendment to the Agreement
- Exhibit E City's Equal Opportunity Contracting Program Consultant Requirements
  - (1) San Diego Municipal Ordinance No. 18173, Sections 22.2701 through 22.2707.
  - (2) Equal Opportunity Agreement
  - (3) Work Force Report
  - (4) Subconsultants List
  - (5) Outreach and Teaming Survey

## SCOPE OF SERVICES

### **Scope of Services**

Complete architectural and engineering services suitable for obtaining a building permit for construction from the City of San Diego of a two-story, steel frame, 25,000 g.s.f. branch library in the community of Logan Heights. In particular, architect to retain the services of structural, mechanical, electrical, and civil engineers; sub-consultant services will include interior design, landscape architecture, cost estimating, traffic, soils, surveying, energy analysis, dry utilities, and off-site utilities. Also, architect will provide artistic rendering of project. the work will include the following general phases: Programming and Grant Application assistance, Site Planning, Architectural Design, Technical Documents and Construction Observation services.

## SCOPE OF SERVICES

### SECOND AMENDMENT to the AGREEMENT

Based on the joint-use facility agreement between the City of San Diego and San Diego Unified School District, Architectural Team will experience unanticipated and extraordinary management and administrative burden for the construction observation phase. Since this project has now been determined a joint-use facility, the Architectural Team will be required to obtain approval from both the City and State organizations, in particular the Division of the State Architect (DSA). Such approvals will result in a great deal of coordination, processing and review amongst the Architectural Team, the Division of the State Architect, the DSA Inspector of Record, and the Development Services Department of the City of San Diego. (Please be aware, DSA will not allow a building to be occupied without complete sign off on each and every change order, RFI, verified report, etc.)

#### **Deliverables**

The Architectural Team and Engineering consultants will need to process such required project documents as: DSA 102 Form (Contract Information) from as many as 30 different sub-contractors; the DSA 5 Forms (Inspector/Special Inspector Qualifications, including In-plant Inspector, Welding Inspector, and Masonry Inspector); DSA 6 A/E Forms (Final Verified Report for the Architect and each Engineer: Structural, Mechanical and Electrical); DSA Form 6 Final Verified Reports (Contractor, Project Inspector, Special Inspector-Welding, Special Inspector-Masonry, Special Inspector-High Strength Bolts) and other verified specialty laboratory reports including: laboratory reports, shop welding, field welding and testing, glu-lam certificates, batch plant inspection, high strength bolts, and soils compaction, epoxy & expansion anchors, just to name a few.

Moreover, the Architectural Team will need to coordinate and process field instructions, requests for information (RFI), architectural supplemental information, change orders, and deferred approval submittals through DSA prior to the implementation of construction. (For example: the processing of a change order needs to have complete backup materials [sketches and drawings by the a-e team, cost estimate verification, calculations by the engineers, etc.] which must be first be approved for processing by the client prior to its submittal to DSA. Once at DSA, the change order gets checked by three departments: Fire & Fire Safety, Access Compliance, and Structural Engineering. For a variety of reasons, a change order does not always get approve on the first round. Another example are the RFIs; there might be 500 to 600 on a project like this. That means 250 to 500 hours for the a-e team to resolve/respond to DSA and to the City's satisfaction. A third example is the DSA close-out process with the requirement that all work must be completed within 90 days after Notice of Completion is received. Depending on the number and complexity of change orders, the process can take longer mostly due to DSA's work load. All of these items must be coordinated with both the Division of the State Architect as well as the Department Services Department of the City of San Diego by the Architectural Team. At the Substantial Completion stage, the Architect must receive record drawings (as-builts) for every trade from the General Contractor and coordinate the appropriate review with Consultants and Inspectors of Record to ensure the owner will be served with complete and accurate information for their construction records.

#### **Extended Construction and Hourly Rates**

In addition, the initial scope of compensation was negotiated in September 2003, as such, hourly rates, general office expenses, and the economy have significantly increased in the past four years. For example, the hourly rate for a junior draft was \$16 per hour, is now \$20 per hour (25% increase); a job captain was \$24 per hour, is now \$30 per hour (25% increase), and a project architect-manager was \$30 per hour, is now \$45 per hour (50% increase). Furthermore, the construction days in contract have now been defined as 352 working days. The original number of construction days was anticipated to be significantly less -- approximately 260 days -- than has been defined for a project of this size.

**FEE SCHEDULE**

## Fee Schedule

Invoices will be submitted monthly for the services completed to date and on percentage basis by phase. Additional services will be charged at the following rates:

Principal	\$ 200.00/hour
Senior Architect/Engineer	\$ 150.00/hour
Architect/Engineer	\$ 100.00/hour
Intermediate Drafter	\$ 80.00/hour
Junior Drafter	\$ 60.00/hour
Clerical	\$ 45.00/hour

**COMPENSATION SCHEDULE**  
**SECOND AMENDMENT to the AGREEMENT**

<b>Discipline</b>	<b>Phase</b>
Architectural	\$ 165,000.00
Mechanical/Plumbing/Gas	Not Applicable
Electrical	Not Applicable
Structural	Not Applicable
Landscape	Not Applicable
Civil	Not Applicable
Interior Design	Not Applicable
Fire Protection	Not Applicable
	<hr/>
	\$ 165,000.00

**Article 2: Administrative Code****Division 27: Equal Employment Opportunity Outreach Program****§22.2701 Purpose & Intent**

The overall objective of the City's Equal Employment Opportunity ("EEO") Program is to ensure that contractors doing business with or receiving funds from the City will not engage in unlawful discriminatory employment practices prohibited by State or Federal law. Such employment practices include, but are not limited to, the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.  
(Amended 5-1-1995 by O-18173 N.S.)

**§22.2702 Definitions**

Unless stated otherwise, the following definitions apply to this Division:

"City" means The City of San Diego and those agencies, boards, commissions and corporations authorized to act on behalf of, or as an agent for, the City of San Diego.

"Contract" means an agreement to provide labor, materials, supplies or services in the performance of a contract, franchise, concession or lease granted, let or awarded by or on behalf of the City.

"Contractor" means any person, firm, partnership, corporation, or combination thereof, who is selected to enter into, or actually enters into a contract with department heads and officers empowered by law to enter into contracts on behalf of the City for public works or improvements to be performed, or for a franchise, concession or lease of property, or for goods, services or supplies to be purchased, at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of, or collected by, the City.

"Equal Employment Opportunity Plan" means a document prepared by a Contractor in accordance with a form and format supplied by the City which describes the Contractor's plan of action.

"Gender" means the character of being male or female.

“Program Manager” means the Program Manager for the City’s Equal Opportunity Contracting Program or his or her designee.

“Work Force Analysis” means a comparison of a Contractor’s Work Force Report with applicable County Labor Force Availability Data.

“Work Force Report” means a report, in a format supplied by the City but compiled by the Contractor, of the Contractor’s total work force which indicates the number of males and females in each identified ethnic group by occupational category.  
(Amended 5-1-1995 by O-18173 N.S.)

### §22.2703 Scope

Except as provided in Section 22.2704, this Division applies to all Contractors except:

- (a) Contractors and subcontractors who do less than a total of \$10,000 worth of business with the City during the preceding twelve (12) months or who have less than a total of fifteen (15) employees, except that Contractors exempted by this Subsection shall be subject to audits pursuant to Section 22.2707 to determine if unlawful discriminatory employment practices are occurring.
- (b) Contracts to which any City (other than The City of San Diego), county, district or other political subdivision, or any joint powers authority created under authority of law, or other public entity, or any other group or combination of the foregoing acting as a unit, is a party.
- (c) Nonprofit charitable, educational, or religious associations or corporations, as evidenced by records on file with the City to be compiled for purposes of this Division in accordance with procedures established by the City Manager.
- (d) Emergency Contracts, if a written partial or full waiver is granted by the City Manager, except that Contractors exempted by this Subsection shall be subject to audits pursuant to Section 22.2707 to determine if unlawful discriminatory employment practices are occurring. The City Manager may grant a partial or full waiver from the requirements of this Division for an emergency contract only to the limited extent necessary in order to expedite the award of such Contract. For purposes of this Section, the term “emergency” has the same meaning as in San Diego City Charter section 94.

(Amended 5-1-95 by O-18173 N.S.)

**§22.2704 Mandatory Nondiscrimination Contract Clause**

Notwithstanding the provisions of Section 22.2703, every Contract shall contain a nondiscrimination clause which shall read as follows:

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.  
*(Amended 5-1-1995 by O-18173 N.S.)*

**§22.2705 Duty to Submit Reports**

- (a) If a Contract is competitively solicited, after the lowest responsible bidder has been determined and prior to the execution of the contract, the apparent low bidder shall submit to the Equal Opportunity Contracting Program a Work Force Report, on a City form, or an Equal Employment Opportunity Plan approved by the Program Manager.

If a Contract is not competitively solicited, the Contractor shall submit to the Equal Opportunity Contracting program a Work Force Report or an Equal Employment Opportunity Plan approved by the Program Manager prior to tendering the signed Contract documents to the City for signature.

- (b) Staff will conduct a work force analysis on all Work Force Report submittals to determine whether or not an Equal Employment Opportunity Plan is required. If an Equal Employment Opportunity Plan is required, the Contractor will submit a plan for approval by the Program Manager.
- (c) Any Equal Employment Opportunity Plan approved by the City shall not include quotas, goals or timetables for increasing women and minority employment and will not require terminating or laying off existing employees.
- (d) If the apparent low bidder or Contractor does not submit either a Work Force Report or Equal Employment Opportunity Plan as required by this section, for purposes of awarding the Contract only, the City Manager will ensure an administrative hearing is conducted by an independent hearing officer to determine if the contract should be awarded in accordance with City, State, and Federal law.

*(Retitled to "Duty to Submit Reports" and amended 5-1-1995 by O-18173 N.S.)*

**§22.2706 Duty To Comply With Equal Employment Opportunity Plan**

A Contractor for whom an Equal Employment Opportunity Plan has been approved by the City shall use best efforts to comply with that Equal Employment Opportunity Plan.

*(Retitled to "Duty To Comply With Equal Employment Opportunity Plan" and amended 5-23-1995 by O-18173 N.S.)*

**§22.2707 Reviews**

- (a) The Program Manager shall conduct periodic reviews of Contractors to ensure that unlawful discrimination is not being practiced and Equal Employment Opportunity Plans are implemented.
- (b) If the City Manager determines, after review, that the Contractor has not implemented their Equal Employment Opportunity Plan and/or practices unlawful discrimination and corrective action has not occurred by the Contractor after sufficient notice, the City Manager may recommend termination of the contract and debarment to the City Council.

*(Retitled to "Reviews" and amended 5-1-1995 by O-18173 N.S.)*

**§22.2708 Policies And Procedures**

The City Manager shall promulgate policies and procedures necessary to implement this Division.

*(Retitled to "Policies And Procedures" and amended 5-1-1995 by O-18173 N.S.)*



City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
1010 Second Avenue • Suite 500 • San Diego, CA 92101
Phone: (619) 533-4464 • Fax: (619) 533-4474

WORK FORCE REPORT

ADMINISTRATIVE

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law.

CONTRACTOR IDENTIFICATION

Type of Contractor: [ ] Construction [ ] Vendor/Supplier [ ] Financial Institution [ ] Lessee/Lessor
[X] Consultant [ ] Grant Recipient [ ] Insurance Company [ ] Other
Name of Company: Martinez + Cutri Corporation

AKA/DBA:
Address (Corporate Headquarters, where applicable): 750 B Street, Suite 1700
City San Diego County San Diego State California Zip 92101
Telephone Number: (619) 223-4857 FAX Number: (619) 223-7417
Name of Company CEO: Joseph Martinez

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
Address:
City County State Zip
Telephone Number: FAX Number: ( )
Type of Business: Type of License:

The Company has appointed: Joseph Martinez
as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:
Address: 750 B Street, Suite 1700 San Diego, California 92101
Telephone Number: (619) 223-4857 FAX Number: (619) 223-7417

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Martinez + Cutri Corporation
(Firm Name)
San Diego, California hereby certify that information provided
(County) (State)
herein is true and correct. This document was executed on this 15th day of October, 2007.

Authorized Signature: [Handwritten Signature]
(Print Authorized Signature) Joseph Martinez

WORK FORCE REPORT - NAME OF FIRM: Martinez + Cutri Corporation DATE: October 15, 2007

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								1			
Professional	1		2						2		1	1		
A&E, Science, Computer														
Technical			2	1		1			1	1	4	2		
Sales														
Administrative Support				1								4		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	5	2		1				3	1	6	7		
--------------------	---	---	---	--	---	--	--	--	---	---	---	---	--	--

Grand Total All Employees	26
---------------------------	----

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**SUBCONSULTANTS LIST**

**INFORMATION REGARDING SUBCONSULTANTS PARTICIPATION:**

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

NAME AND ADDRESS SUBCONSULTANTS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	*MBE/WBE/ DBE/DVBE/ OBE	** WHERE CERTIFIED
Not Applicable					
Not Applicable					
Not Applicable					
Not Applicable					
Not Applicable					
Not Applicable					

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

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

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

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

**OUTREACH AND TEAMING SURVEY  
CONSTRUCTION**

Prime: <u>Martinez + Cutri Corporation</u>
Project Title: <u>Logan Heights Branch Library</u>
Original Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Amendment No: <u>2</u> Change Order No: _____
Job Order No: _____    Bid No: _____

Submit this Outreach and Teaming Survey within five (5) working days after bid opening date to:

**City of San Diego, Equal Opportunity Contracting Program (EOCP)**  
**1010 Second Avenue, Suite 500**  
**San Diego, CA 92101**  
**FAX: (619) 533-4474**

The City of San Diego encourages subcontracting activity at levels reflecting the diversity of the City's population. Information from this survey will be used by EOCP staff to monitor successful outreach and teaming strategies used by contractors to ensure non-discrimination on City projects. Levels of participation shall not impact a contractor's ability to receive this contract or submit proposals for future contracts.

*Please respond to the following questions (if necessary, attach additional pages):*

1. Did your firm identify a need to utilize subcontractors on this project? If so, which specific scopes of work were targeted for subcontracting?

Not applicable. Amendment two is for the extended Architectural Services.

2. Describe your firm's overall strategy to outreach and team on this project. Did you negotiate subcontracts? Did you invite bids on subcontracts? Did you make the project plans and specifications available to sub-bidders?

Not applicable. Amendment two is for the extended Architectural Services.

OUTREACH AND TEAMING SURVEY (continued)

3. If you invited sub-bids, identify each of the sub-bidders by scope of work and their bid amounts. How much time were sub-bidders given to respond?

Not Applicable.

4. Did your firm advertise the subcontracting opportunities of this project in any publication? Which publications? What dates? Attach copies of published ads. What other outreach efforts did you employ?

Not Applicable.

5. Did you use any type of directory or database to identify potential subcontractors? If so, which ones?

Not Applicable.

This survey will be submitted as part of the contract award evaluation package to the San Diego City Council. Failure to complete, sign and submit this form or a facsimile within the five (5) day period after date of notification may result in a loss of the contract based upon non-responsiveness.

As an authorized officer of this company, I certify that information contained in this report is true and accurate to the best of my knowledge.

Martinez + Cutri Corporation

Company Name

Joseph Martinez

Name

Title President

Signature

Date October 15, 2007

