

DUPLICATE ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND**

AECOM TECHNICAL SERVICES, INC.

FOR

CITY OF SAN DIEGO PARKS MASTER PLAN

CONTRACT NUMBER: H176854

DOCUMENT NO. **R-311321**
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ORIGINAL

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CONSULTANT AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Disclosure of Discrimination Complaints
 - (BB) Work Force Report
 - (CC) Subcontractors List
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Consultant Evaluation Form
- Exhibit G - Contractor Standards Pledge of Compliance
- Exhibit H - Determination Form
- Exhibit I - Regarding Information Requested Under the California Public Records Act
- Exhibit J - Americans With Disabilities Act (ADA) Compliance Certification

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND AECOM TECHNICAL SERVICES, INC.
FOR CONSULTANT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and AECOM Technical Services, Inc. [Consultant] for the Consultant to provide Professional Services to the City for the City of San Diego Parks Master Plan.

RECITALS

The City wants to retain the services of a landscape architectural firm to provide landscape architectural services [Professional Services].

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

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

**ARTICLE I
CONSULTANT SERVICES**

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

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

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

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

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

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

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

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

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, this Agreement shall be effective until completion of the Scope of Services or for no more than forty-eight (48) months, whichever is the earliest. If required, the duration of this Agreement can be extended up to a maximum of sixty (60) months. Any extension beyond sixty (60) months will require City Council via Ordinance.

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

2.3 Notification of Delay. The Consultant shall immediately notify the City in writing if the Consultant experiences or anticipates experiencing a delay in performing the 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 City's requirements for the Professional Services, the City may exercise its rights under Sections 2.5-2.7 of this Agreement.

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

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

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

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

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

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. The total compensation payable by the City to the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, shall not exceed **\$1,400,000**. The compensation for the Scope of Services shall not exceed **\$1,200,000** and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed **\$200,000**. Moreover, the total compensation to be paid to the Design Professional by the City for all work performed under each phase of this Agreement shall not exceed the amount for each phase as specified in the Phased Funding Schedule in Section 3.1.1 unless said amount is modified in writing by an amendment to this Agreement.

3.1.1 Phased Funding Schedule. The work to be performed under this Agreement shall be performed during the separate and specific phases identified in the following Phased Funding Schedule.

Funding/ Phases	Dates	Total Not to Exceed Amount
1	From date of execution of Agreement through completion of Agreement	\$510,000
2	From 7/1/2018 through completion of the Agreement	\$515,000
3	From 7/1/2019 through completion of the Agreement	\$330,000
4	From 7/1/2020 through completion of the Agreement	\$45,000
Total		\$1,400,000

3.1.2 The Parties expressly agree and understand that each Funding Phase is subject to funds being appropriated and authorized by the City Council each fiscal year. The City's obligations and the Design Professional's obligations under this multi-phase contract which shall be funded by multi-phase funding authorizations are as follows:

a. Only Phase 1 funding is available at time of contract award and no other phases are authorized. The City shall so notify the Design Professional in writing when the next Phase has been funded.

b. The City is not obligated to the Design Professional for any amount over that specified in the Funding Schedule that has been authorized by the City Council.

c. The Design Professional is not obligated to incur costs for the performance of work required for any subsequent Funding Phase after the first phase, until written notification is received from the City of the availability of funds for the next Phase. The Design Professional's obligation shall increase only to the extent authorized by the City.

d. If the Agreement is terminated under Section 2.6 "City's Right to Terminate for Convenience", the settlement proposal shall be determined pursuant to procedures established in that section. The Design Professional shall be entitled to compensation for only those Services provided under Funding Phases that have been authorized by the City.

e. The Phase Funding schedule may be amended as required by the City.

3.1.3 The not-to-exceed amounts stated in the Funding Schedule in Paragraph 3.1.1 above include the following two specific elements:

3.1.3.1 Work described in this AGREEMENT and its Exhibits; and

3.1.3.2 Additional Services that may be authorized under Paragraph 3.2 of this AGREEMENT.

Funding Phases	Fixed Amount	Not to Exceed Amount for Additional Services	Total Not to Exceed Amount
1	\$480,000	\$30,000	\$510,000
2	\$415,000	\$100,000	\$515,000
3	\$270,000	\$60,000	\$330,000
4	\$35,000	\$10,000	\$45,000
Total	\$1,200,000	\$200,000	\$1,400,000

3.2 Additional Services. The City may require that the Design Professional perform additional Professional Services [Additional Services] beyond those basic services described in the Scope of Services [Exhibit A]. Prior to the Design Professional's performance of Additional Services, the City and the Design Professional must agree in writing upon a fee

for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule [Exhibit B]. The City will pay the Design Professional for the performance of Additional Services in accordance with Section 3.3.

3.3 Manner of Payment. The City shall pay the Design Professional in accordance with the above Phased Funding Schedule and 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 Phased Funding Schedule and 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 Consultant's errors or omissions, and may include Consultant, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Consultant shall not be paid for the Professional Services required due to the Consultant's errors or omissions, and the Consultant shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Consultant. Whether or not there are any monies due, or becoming due, the Consultant shall reimburse the City for Additional Costs due to the Consultant's errors or omissions.

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

ARTICLE IV CONSULTANT'S OBLIGATIONS

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

4.2 Right to Audit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3.3 Acceptability of Insurers.

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

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

insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

4.3.4 Required Endorsements

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

4.3.4.1 Commercial General Liability Insurance Endorsements

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

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

4.3.4.2 Automobile Liability Insurance Endorsements

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

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

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

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

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

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

4.4 Subcontractors. The Consultant's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Consultant shall list on the Subcontractor List (Exhibit D, Attachment CC) all Subcontractors known to the Consultant at the time this Agreement is entered. If at any time after this Agreement is entered into, the Consultant identifies a need for addition, deletion, or substitution of Subcontractor Services, the Consultant must submit a written notice to the City requesting approval for the change modifying the Subcontractor Services. The Consultant's written notice shall include a justification, a description of the scope of services, an estimate of all costs/percentage of contract participation for the Subcontractor Services, and an updated Exhibit D, Attachment CC reflecting the requested change(s). The City agrees to consider such requests in good faith.

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

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

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

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

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

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

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

4.5 Contract Records and Reports.

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

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

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

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

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

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

Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoice, or both. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

4.6 Non-Discrimination Requirements.

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

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

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

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

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

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

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

4.7.2.1 The dangers of drug abuse in the work place.

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

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

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

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

4.7.4 Subcontractor's Agreements. The Consultant further certifies that each contract for Subcontractor Services for this Agreement shall contain language that binds the Subcontractor to comply with the provisions of Article IV, Section 4.7 of this Agreement, as

required by Sections 2.A.(1) through (3) of Council Policy 100-17. Consultants and Subcontractors shall be individually responsible for their own drug-free work place program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.15.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

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

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

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

4.15.4. Apprentices. Consultant and its subconsultants shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages

of apprentices. Consultant shall be held responsible for the compliance of their subconsultants with sections 1777.5, 1777.6 and 1777.7.

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

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

4.15.7. Labor Code Section 1861 Certification. Consultant in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Agreement, Consultant certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

4.15.8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

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

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

subconsultant is replaced by another registered subconsultant pursuant to Public Contract Code section 4107.

**ARTICLE V
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

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

**ARTICLE VII
MEDIATION**

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

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

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

7.3.1 If AAA is selected to coordinate the mediation [Administrator], within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file the following: a list of preferred Mediators listed in preference order

after striking any Mediators to which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.

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

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

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

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

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

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

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

8.3 Intellectual Property Rights Assignment. Consultant, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon

request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

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

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

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

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

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

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

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

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Planning Department, 1010 Second Avenue, Suite 1200, San Diego, CA 92101, Attn: Robin Shifflet, MS413 and notice to the Consultant shall be addressed to: AECOM, 401 West A Street, Suite 1200, San Diego, CA 92101, Attn. William Anderson, william.anderson3@aecom.com .

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

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

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

9.5 Consultant and Subcontractor Principals for Consultant Services. It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the following members of the Consultant's organization: William Anderson and Joseph Webb [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Consultant's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project Team without the City's prior written approval.

Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Consultant. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Consultant, to require any of the Consultant's employees or agents to be removed from performance of the Scope of Services.

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

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

9.8 Jurisdiction. The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.23 Contractor Standards. This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 30 adopted by Ordinance No. O-20148. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit G. The Contractor Standards are available online at

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

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

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

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R - 311321, authorizing such execution, and by the Consultant pursuant to AECOM Technical Services, Inc.'s signature authority document.

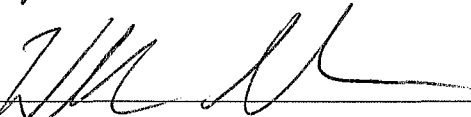
Dated this 5th day of October, 2017.

THE CITY OF SAN DIEGO
Mayor or Designee


By 

Cindy Crocker
Principal Contract Specialist
Public Works Contracts

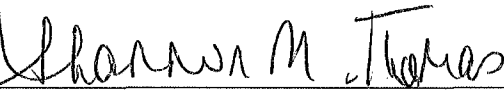
I HEREBY CERTIFY I can legally bind AECOM Technical Services, Inc. and that I have read all of this Agreement, this 5th day of September, 2017.

By 

William Anderson,
AECOM Technical Services, Inc.
Principal-in-Charge

I HEREBY APPROVE the form of the foregoing Agreement this  day of October, 2017.

MARA W. ELLIOTT, City Attorney

By 

Deputy City Attorney

ORIGINAL

CONSULTANT AGREEMENT EXHIBITS

SCOPE OF SERVICES

CITY OF SAN DIEGO PARKS MASTER PLAN (H176854)

1.0 INTRODUCTION

The City's Planning Department is contracting AECOM Technical Services, Inc. (AECOM) to prepare a Parks Master Plan (PMP) for the City of San Diego. The PMP will be a policy document that provides for a world-class public park system and the building blocks for community connection. This planning effort will integrate public parks with a multi-modal transportation system, translate the City's Climate Action Plan into public park development, provide for community aspirations for beautiful and environmentally sustainable parks, and identify methods that make it financially achievable. The PMP will address the following:

- Creation of a world-class park and recreation system;
- A current park system inventory and needs assessment;
- Distribution of parks, recreation facilities, and programs based on a citywide level of service;
- Flexible design standards for urban and suburban parks and emerging trends for design standard flexibility;
- Prioritization of sites for park land acquisition, design and development;
- Establishment of criteria and credit for the provision of parks and park equivalencies to achieve the General Plan standards;
- Identification of parks and recreation facilities connectivity through trails and bike routes;
- Development of an implementation plan for prioritizing and phasing of parks and recreation facilities; and
- Identification of funding options and strategies.

2.0 PROJECT BACKGROUND

The City of San Diego covers 325 square miles of land area and an additional 47 square miles of water area for an aggregate total of 372 square miles. The coast has 70 miles of beaches, including such famous destinations as Mission Beach and La Jolla Shores. As the eight largest city in the nation and the second largest city in California, the City's total population was estimated at 1.39 million.

The current Park and Recreation system includes 41,712 acres of developed parkland and open space lands that offer a diverse range of recreational opportunities. The recreation system provides three categories of parks: population-based parks, resourced-based parks and open space land. The Park and Recreation Department offers approximately 100 recreation programs and currently manages:

- Two hundred and twenty-nine (229) population-based parks, including five (5) skate parks and seventeen (17) dog off-leash parks
- Nineteen (19) resource-based parks
- Sixty-one (61) open space land areas comprised of 26,497 acres
- Thirteen (13) aquatic complexes and fifty-seven (57) recreation centers

The City's 2008 General Plan Recreation Element (Recreation Element) was developed to take advantage of the City's natural environment and resources, to build upon existing recreation facilities and services, to help achieve an equitable balance of recreational resources, and to adapt to future recreation needs. One of the primary goals of the Recreation Element (General Plan, page RE-6, Goals) is the "Preparation of a citywide, comprehensive Parks Master Plan to guide park and open space acquisition, design and development, recreational programming and needed maintenance over the next 20-30 years."

The General Plan (General Plan, page RE-10) states that the PMP should provide guidance for an ideal balance of recreational opportunities throughout the City. This is best achieved by considering a number of factors, such as numerical criteria for park acres and facilities, economic feasibility, community needs and desires, changing demographics and evolving trends in recreation. Park acreage, accessibility, service radius, supervision, and leadership should all be included in

the total effort to achieve, as much as possible, the same level of service and opportunity or need fulfillment in each community citywide.

Other key General Plan recommendations for the PMP include:

- Promote the preservation and management of the City's canyons and trees as part of the Parks Master Plan. Acknowledge the many environmental and recreational benefits they provide. Incorporate by reference adopted resource-based and open space parks master plans and precise plans into the Park Master Plan.
- Where development of population-based park acreage for recreational purposes is infeasible due to land constraints, consider the use of park and recreation 'equivalencies' that have been identified through a Parks Master Plan, or community plan update/amendment.
- Use the proposed Parks Master Plan to develop the criteria and details of how the credits/calculations for 'equivalencies' would be implemented and tracked on a project and community basis.
- Locate regional recreation facilities equitably throughout the City. Recreation access has three main components: linkage, opportunity, and availability. Regarding recreation linkages, ideally, all facilities should be located within walking distance of residential neighborhoods and employment centers. However, given the wide variety of recreational facility types, their use characteristics, and associated costs, it is not always feasible to locate every type of recreational facility in each community.

3.0 RESERVED

4.0 TIME SCHEDULE

The timeframe for the Parks Master Plan shall be per Exhibit C, Time Schedule.

5.0 PROJECT MANAGEMENT AND ADMINISTRATION

AECOM must provide the following services:

5.1 PMP KICK OFF MEETING

AECOM must conduct a kick off meeting with key City staff to discuss:

- Project Scope and schedule
- Roles, responsibilities and expectations
- Review of existing documents and other guiding documents
- Communication protocols
- Stakeholder groups
- City website and branding materials
- Final Document format
- PMP Framework Plan

5.2 BACKGROUND INFORMATION

AECOM must become familiar with all background information. Relevant materials include but are not limited to:

- 2008 City of San Diego General Plan and Recreation Element
- 2011 Consultant's Guide to Park Design and Development
- Recreation Elements in the City's 52 Community Plans
- The City's Climate Action Plan
- Regional Park and Open Space Planning Documents
- Park Equivalency Criteria and Tool Box (2014)
- Urban Forestry Management Plan and Urban Forestry Program
- Conditions Assessment Report for Park and Recreation Facilities
- General Development Plans
- Park and Recreation Inventory Assessment

- Pedestrian Master Plan
- Bicycle Master Plan Update
- All Community Plans
- Financial Plans

5.3 COMMUNICATION GOALS

AECOM must develop and maintain open lines of communications and cooperation between the Planning Department, the Park and Recreation Department and the sub-consultant team.

5.4 COORDINATION MEETINGS

AECOM must meet with City Staff on a monthly basis to discuss project coordination and have biweekly meetings/phone calls with the Park Planning Project Manager of the Planning Department (Project Manager).

5.4.1 Agendas and Notes

AECOM must provide monthly meeting agendas to the City four business days prior to the monthly meeting for review and provide meeting notes within five business days of the monthly meeting (Meeting Agendas and Notes). The City has five business days to review and comment, and AECOM must make the changes suggested by the City as long as they are reasonable.

5.4.2 Project Schedule

AECOM must issue and update a project schedule on a monthly basis, that includes review periods for City staff and time for revisions before all critical public meetings/presentations (Project Schedule). Update to Project Schedule to be submitted at the monthly meetings and will be based on 12 months of activity.

5.5 QUALITY CONTROL

Conduct internal review and quality control checks on all drafts and deliverables prior to issuing to City staff for review.

5.6 CITY WEBSITE MATERIALS

Provide deliverables in a digital PDF format for posting to the City's PMP website. Deliverables include but are not limited to the Project Schedule, PMP Framework Plan, public Meeting Agendas and Notes, and draft PMP. Posting of the materials and maintenance of the website will be the responsibility of the City.

5.7 DELIVERABLES

- Kick Off Meeting Agenda and Notes
- Monthly Meeting Agendas and Notes
- Monthly Project Schedule
- Digital PDF materials for City website

6.0 PUBLIC INVOLVEMENT PLAN

6.1 PUBLIC INVOLVEMENT PLAN

AECOM must prepare a detailed, forward-thinking public engagement process that provides guidance for conducting public outreach, with clear objectives and strategies for achieving successful results (Public Involvement Plan). The plan shall identify opportunities to translate key outreach materials into multiple languages to be determined in collaboration with the City. The public engagement process should include new and innovative technology to provide for direct outreach and increase the awareness of the City's parks and recreation facilities and programs. The Public Involvement Plan must include, but is not limited to, the following:

- Goals, objectives, and desired outcomes for public involvement and project publicity

- Key messages
- Guiding principles for conducting the planning process
- Assessment of potential project issues and stakeholders
- Timeline showing the relationship between the public involvement plan and the planning tasks/activities
- Responsibilities of the consulting team and City staff
- Identification of non-digital outreach techniques
- City website/Interactive online forum goals and objectives

6.2 DELIVERABLES

- Public Involvement Plan: includes a first draft for City review and comment and final draft per the Project Schedule. City comments to be incorporated into the final draft. Ten final hard copies of the Plan to the City.
- Digital PDF materials for City website.

7.0 PMP FRAMEWORK PLAN

7.1 PMP FRAMEWORK PLAN

AECOM must prepare a graphic, educational and informative Framework Plan detailing the steps that the consultant team and City will take to develop the PMP (Framework Plan). The purpose of the Framework Plan is to garner support and solicit input from upper level management on the project approach, project steps and the public participation process early on in the timeframe of the project. The Framework Plan must include, but is not be limited to, the following:

- Purpose and goals of the PMP
- What the PMP will map and why
- Summary of the Public Involvement Plan
- Options that will be studied in the PMP

- An outline of the PMP
- Implementation and Funding Strategies
- Timeline/Next Steps

7.2 PUBLIC PRESENTATIONS

AECOM will prepare a PowerPoint presentation of the PMP Framework Plan including key aspects of the Framework Plan, Public Outreach and Next Steps. AECOM to present to the following groups along with City staff, unless otherwise noted as a City staff presentation:

- Park Advisory Bodies (City Staff Presentations)
- Community Planners Committee (AECOM presentation)
- Park and Recreation Board (AECOM presentation)
- Planning Commission (AECOM presentation)
- Council Committee (AECOM presentation)
- City Council (AECOM)

For each presentation and public meeting, City staff will be responsible for the arrangement of meeting logistics such as identification of participants, communications of invites and advertisements, and booking of meeting facilities.

7.3 DELIVERABLES

- PMP Framework Plan (Color brochure, 4 to 6 pages and an e-brochure): includes a first and second draft for City review and comment and final draft per the Project Schedule. City comments to be incorporated into the final draft. Thirty final hard copies of the Plan to the City.
- PowerPoint presentation: includes a first draft for City review and comment and final draft per the Project Schedule.

- Digital PDF materials for City website includes the PMP Framework Plan and power point presentation.

8.0 EXISTING CONDITIONS ANALYSIS, SUMMARY AND RECOMMENDATIONS

8.1 CITY BASE MAP DEVELOPMENT

AECOM must coordinate with the City's GIS staff and prepare a digital GIS base map for the entire parks, open space and trails system (Base Map) to be used throughout the planning process. The base map shall be compatible with the City's GIS Parks System and shall include the same layers and information set up and can be mapped for each community plan area. Sources for data shall include: the City Real Estate Assets Department and its Park and Recreation Asset Management Section. The City is responsible for the accuracy of data and information provided to AECOM. The Base Map must be compatible with the Trust for Public Land Park Evaluator Software system. The Base Map will be provided to the City for review and approval prior to use. The City will provide comment for revisions to Base Map which AECOM will incorporate one time and provide a final Base Map file to the City in requested format per Section 15.0.

8.2 DEMOGRAPHICS AND POPULATION ANALYSIS

AECOM will assemble and collect demographic and current population data for the City's fifty two (52) community plan areas. AECOM must also analyze the data to determine 1) trends and growth in population, 2) population characteristics including ethnicity, age, gender, income, educational attainment, employment, mode of commute, household types, and 3) housing characteristics. Provide a Summary of Implications for what population growth, population characteristics and housing and lifestyles will mean for the next 20 years of parks and recreation facility planning.

8.3 EXISTING LEVEL OF SERVICE ANALYSIS

AECOM will work with the City to quantify how well the existing park system is meeting the needs of the residents based on the General Plan standards for level of service (acreage) and at least three other alternative

methodologies. Alternative methodologies could include, but not limited to: Facilities level of service (LOS), Capacity LOS, Access LOS, and Market-Based LOS. AECOM will analyze each of the methodologies through GIS-based mapping and tables and provide a summary and recommendations on each of the methodologies for existing park facilities and future needs for 5, 10, 15 and 20 years to locate recreational deficiencies.

8.4 HIGH-LEVEL LIFESTYLE ANALYSIS

AECOM must prepare a high-level lifestyle analysis using ESRI Tapestry Lifestyle data as a market customer analysis to determine future recreational needs in each of the City's community plan areas and provide a summary of findings.

8.5 PARKS AND RECREATION FACILITIES ASSESSMENT

The City will provide parks and facilities inventory data and validate data. AECOM must assemble data by Community Plan area to evaluate all existing and future planned parks and recreation facilities identified in the City's community plans, and finance plans for consistency with the General Plan standards for parks, recreation centers and aquatic complexes. AECOM shall prepare a table summarizing the evaluation, including deficiencies in quantity and type of facilities per community plan area. Provide a summary of the existing parks and recreational facilities, opportunities and recommendations for system-wide improvement.

The Assessment must also analyze how the City is sharing parks and recreational facilities between community plan areas, provide recommendations on which facilities could be shared between community plan areas, to be known as regions, and map the regions.

8.6 RECREATION PROGRAMS AND SERVICES ASSESSMENT

AECOM will prepare a program assessment questionnaire for completion by City staff that addresses age groups, program description, pricing, financial and performance measures, volunteer program, partnerships that provide programs. This survey will be given to City staff that oversee programs and services for input to be used at the interviews. AECOM will conduct

interviews with key members of the Park and Recreation Department regarding programming information on existing recreational programs currently provided at the City's parks, recreation centers, and aquatic complexes, and to identify opportunities for future park programming. Interviews of the key members shall be determined by the Project Manager and will consist of twelve (12) individual or group interviews to be scheduled in consecutive days. AECOM will prepare a summary of the Assessment and recommendations.

8.7 CLIMATE ACTION PLAN ANALYSIS AND SUMMARY

AECOM must prepare a memorandum with findings and recommendations explaining how the PMP can implement the City's Climate Action Plan (CAP) strategies and goals.

8.8 TREE CANOPY OPPORTUNITIES

The City's Climate Action Plan contains five strategies and goals for reducing the City's Greenhouse Gas (GHG) emissions. Strategy 5, Climate Resiliency, includes a goal to increase tree canopy cover within the City. In 2014, the City completed the LiDAR Tree Canopy Assessment and the final report with recommendations to meet the Climate Action Plan will be available in the fall of 2017. AECOM must complete a review of the Tree Canopy Assessment and identify where parks and open space can implement the recommendations.

8.9 EXISTING CONDITIONS ANALYSIS, SUMMARY AND RECOMMENDATIONS

AECOM must compile the findings outlined in tasks 8.1 – 8.8 into an existing conditions analysis, summary and recommendations (Existing Conditions Analysis, Summary and Recommendations). This document is to include, but is not limited to the following sections: 1) Base maps of existing park system per community plan area, 2) Demographics and population, 3) Existing level of service analysis, 4) High-level lifestyle analysis, 5) Existing and future planned parks and recreation facilities Assessment, 6) Recreation program and services Assessment, 7) CAP implementation, and 8) tree canopy opportunities. A summary and recommendations for each section is

to be provided. The format for this document is a “Map Atlas” that provides the information in both written and graphic formats, including maps, tables, graphs, diagrams, and photographs.

8.10 DELIVERABLES

- GIS Parks Base Mapping: includes a first draft for city review and comment and final draft per the Project Schedule. City comments to be incorporated into the final draft.
- Existing Conditions Analysis, Summary and Recommendations Map Atlas includes a first draft for city review and comment and final draft per the Project Schedule. City comments to be incorporated into the final draft. Ten hard copies of the Plan to the City.
- Digital PDF materials for City website includes the Existing Conditions Analysis, Summary and Recommendations Map Atlas.

9.0 NEEDS AND PRIORITIES ASSESSMENT, ANALYSIS AND SUMMARY

9.1 NEEDS AND PRIORITIES PUBLIC INPUT

Obtain public input on parks and recreational needs and priorities for facilities and programs on a community and regional basis through a series of meetings, interviews and surveys. Public input must include the following, but is not limited to:

9.1.1 Regional Focus Workshops

AECOM to conduct seven (7) regional focus workshops. For the purpose of these workshops, the City may be divided up into three regions: South, North and Shoreline or as determined in consultation between the City and AECOM. The Regional Focus Workshops are to occur in up to a four week period for coordination of outreach efforts by the AECOM. The workshops to provide the overall planning process, summary of the Existing Conditions, interactive topic stations, opportunities for written comment, and an online activity

to gather input on 1) needs and priorities for park facilities, 2) park system service levels and 3) programs and services.

9.1.2 Stakeholder Interviews

AECOM must coordinate with Project Manager to identify key stakeholders or groups. AECOM will conduct 24 stakeholder interviews to be scheduled over a consecutive period. Stakeholder meetings to present the overall planning process, summary of the Existing Conditions, and a discussion of needs and priorities for park facilities, park service levels and recreation programs, vision for the PMP and potential implementation strategies.

9.1.3 Citizen Opinion and Interest Survey Mailing

AECOM will prepare a survey to establish needs and priorities for the future development of park facilities, park service levels and recreation programs. The survey is to be designed to obtain statistically valid public results from households throughout the City of San Diego and to be administered by a combination of mail, telephone and website. The survey is to be developed with the Project Manager and approved by the Project Manager. The final survey will be six to seven print pages in length and be designed to be administered via telephone within 15-20 minutes. The survey will have a random sample size of 1,800 with a goal of 200 completed surveys for each of the City's nine council districts and further divided into two sub areas for each district. The precision of the survey will be at a 95% level of confidence with a margin of error of +/-2.5%.

Respondents are to be provided three means to complete the survey; by mail, by phone and through the website. Upon written authorization by the Project Manager, AECOM will mail the survey, a cover letter (on City letterhead), and a stamped self-addressed return envelope to a random sample of households in the City. The cover letter will include directions for returning the completing printed survey by mail, or completing the survey by phone or email. Call-in

and web directions will be provided in English and Spanish. Residents who receive the survey will have the option of returning the printed survey by phone or completing it on-line. Follow-up phone calls will be conducted with bilingual interviewers (in English and Spanish). Each sample will reasonably reflect the demographic composition of the City with regard to age, geographic dispersion, gender, ethnicity and other factors. If certain segments are under- or over-represented, responses will be weighted in the final database so that results are representative of the City's population characteristics. Cross tabulations will be provided that show results for segments of the population by age, income, gender and race.

9.1.4 Citizen Opinion and Interest Survey Online

AECOM will prepare an interactive web-based survey to solicit additional public online input regarding park needs and priorities for the future development of park facilities, park service levels and recreation programs. The survey question to be similar to the Citizen Opinion and Interest Survey and to be developed with the Project Manager and approved by the Project Manager. The survey must be graphic, educational, and informative. The survey is to be accessible by two means; a link provided on the City Website and a link emailed to contacts via email blasts from the City.

9.2 BENCHMARKING/COMPARISON OF PARKS AND RECREATION FACILITIES AND PROGRAMS

AECOM must benchmark and compare the parks and recreation facilities and resources of the City with four (4) similar cities of the same size in regards to number of parks per capita, park facilities, open space, regional parks, recreation/sports facilities, recreation/sports programs and services, usage, revenues to expenditures, overall budgets, and staffing levels. The comparison must include park service levels and national trends used by other cities to provide parks in highly urbanized neighborhoods, including trends related to defining and characterizing population-based park requirements based on walkability to parks from homes, and trends

regarding alternative methods for providing park and recreational opportunities for communities with resources that do not meet the General Plan population-based park standard (General Plan, Table RE-2).

9.3 NEEDS AND PRIORITIES ANALYSIS, SUMMARY AND RECOMMENDATIONS

AECOM must compile the findings, summary and recommendations for tasks 9.1 – 9.2 into a needs and priorities analysis, summary and recommendations (Needs and Priorities Analysis, Summary and Recommendations) The Needs and Priorities Analysis, Summary and Recommendations must provide recommendations for prioritizing future park facilities and program needs in the City of San Diego. This document must also address the following key questions:

- What is a public park?
- What is the goal in providing public parks?
- How much public park space do people need and/or desire?
- What percentage of public parks should be the traditional green park space and non-traditional park space, such as trails, joint use with other public agencies?
- Should recreation centers, aquatic complexes, senior centers and ball fields (Sports Complexes) serve regions instead of individual community plan areas? How would these regions be mapped?
- When do private non-profit recreational facilities serve a public recreational need?

The format for this document is to be a “Map Atlas” that provides the information in both written and graphic formats, including maps, tables, graphs, diagrams, and photographs.

9.4 CITY ADVISORY PRESENTATIONS

AECOM is to prepare a PowerPoint presentation defining the key aspects of the Existing Conditions and Needs and Priorities Summary and

EXHIBIT A

Recommendations. AECOM is to present to the following groups along with City staff, unless otherwise noted as a City staff presentation:

- Park Advisory Bodies (City Staff Presentations)
- Community Planners Committee (AECOM presentation)
- Park and Recreation Board (AECOM presentation)
- Planning Commission (AECOM presentation)
- Council Committee (AECOM presentation)
- City Council (AECOM)

For each presentation and public meeting, City staff will be responsible for the arrangement of meeting logistics such as identification of participants, communications of invites and advertisements, and booking of meeting facilities.

9.5 DELIVERABLES

- Needs and Priorities Analysis, Summary and Recommendations Map Atlas includes a first draft for city review and comment and final draft per the Project Schedule. City comments will be incorporated into the final draft. Ten final hard copies of the Plan to the City.
- Power point presentation includes a first draft for city review and comment and final draft per the Project Schedule. City comments will be incorporated into the final draft.
- Digital PDF materials for City website includes the Needs and Priorities Analysis, Summary and Recommendations Map Atlas

10.0 VISIONING AND PUBLIC OUTREACH

10.1 VISIONING WORKSHOP

AECOM must conduct public workshops to develop a long-range vision, goals and policies for the PMP. For the purpose of the workshops, the City could be divided up into regions such as, South, North and the Shoreline

EXHIBIT A

communities, or workshops could be provided on selected topics or as recommended by the AECOM. AECOM will facilitate two workshop days for each of the three regions or selected topics for a total of six workshop days. The workshops must include:

- Overall planning process
- Summary and recommendations of the Existing Conditions Analysis
- Summary and recommendations of the Needs and Priorities Analysis
- Development of Level of Service based on Section 9.3 recommendations.

Mapping of regional areas that could include a combination of the community planning areas.

- Development of traditional and non-traditional park category options that could include:
 - Population-based parks
 - Special activity parks
 - Park equivalencies
 - Recreation centers, aquatic complexes, activity facilities (such as sports complexes)
 - Other categories (to be determined)
- Development of PMP Vision Statement, Guiding Principles of shared beliefs and qualities most valued by the public.
- Goals and Policies for the unique qualities of the City's Park and Recreation system which include four broadly defined areas: 1) Park and Recreation Facilities, 2) Open Space and Resource-based Parks, 3) Trails and Multimodal Connectivity and 4) Recreational Programs and Services.

A preliminary agenda for the workshop includes:

Day 1 Tasks:

- Presentation of Existing Conditions Analysis and Needs Assessment findings;
- Discussion of alternative responses to the needs priorities, including alternative roles for the city as provider, partner, and/or facilitator;
- Development of over-arching PMP Vision Statement, Guiding Principles of shared beliefs and qualities valued by the public;
- Development of 5-year and 10-year goals and objectives with long-term 15-20 year goals for the unique qualities of the City's Park and Recreation system which include four broadly defined sub-systems: 1) Park and Recreation Facilities, 2) Open Space and Resource-based Parks, 3) Trails and Multimodal Connectivity and 4) Recreational Programs and Services;

Day 2 Tasks:

- Discussion and development of new/revised Lever of Service (LOS) standards for parks, open spaces, and facilities;
- Discussion of park equivalencies;
- Potential partnership opportunities; and
- Park and facility improvement recommendations.

AECOM will prepare a summary of key principles, concepts, and ideas developed during the workshop for staff review and future refinement.

10.2 VISIONING WORKSHOP SUMMARY AND RECOMMENDATIONS

AECOM must summarize and provide recommendations on the key principles, concepts and ideas developed during the workshops. The format for this document to be a 'Map Atlas' that provides the information in both written and graphic formats, including maps, tables, graphs, diagrams, and photographs.

10.3 DELIVERABLES

- Workshop PowerPoint presentations includes a first draft for city review and comment and final draft per the Project Schedule. City comments to be incorporated into the final draft.
- Visioning Workshop Summary and Recommendations: includes a first draft for city review and comment and final draft per the Project Schedule. City comments to be incorporated into the final draft. Five final hard copies to the City.
- PMP Vision Statement, Guiding Principles, Goals, and Policies: includes a first draft for city review and comment and final draft. Submittal of drafts per the Project Schedule. City comments to be incorporated into the final draft. Five final hard copies to the City.
- Conceptual Parks System Vision Map: includes a first draft for city review and comment and final draft. Submittal of draft per the Project Schedule. City comments to be incorporated into the final draft. Five final hard copies to the City.
- Digital PDF materials for City website includes the following: PowerPoint presentation; the visioning workshop summary and recommendations; PMP Vision Statement, Guiding Principles, Goals, and policies; and conceptual parks system vision map.

11.0 IMPLEMENTATION PLAN

11.1 ORDER OF MAGNITUDE ESTIMATE OF PROBABLE COSTS

AECOM must prepare an “order of magnitude” opinion of probable costs to implement the goals and policies of the four sub-systems 1) Park and Recreation Facilities, 2) Open Space and Resource-based Parks, 3) Trails and Multimodal Connectivity and 4) Recreation Programs and Services (Probable Costs). The Probable Costs must include:

- Land Acquisition (based on costs/acre provided by the City)

- Design and construction of Park and Recreation Facilities (based on comparable facilities)
- Recreation Programs and Services (based on historic data provided by the City)
- Operations and Maintenance for existing and proposed parks/facilities (based on historic data provided by the City)

11.2 FUNDING STRATEGIES

11.2.1 Current Funding Analysis

AECOM must research current funding used by the City for design and construction of Park and Recreation Facilities, Programs and Services and Facilities and Operations and provide a summary of costs and funding sources used.

11.2.2 New Funding Options

AECOM must research a variety of new funding options and sources that have been used throughout similar sized jurisdictions and provide a summary and recommendations. Funding Options must include, but are not limited to:

- Bond measure for park land acquisition, design and construction of park and recreation facilities
- Bond measure for Programs and Services and Operations and Maintenance
- Park Impact Fee
- Park Conservancy
- Special Park Assessment Districts
- Facility Fees
- Regional, State and Federal Funding/Grants

- Naming Rights

11.2.3 Funding Options Overview

AECOM must prepare an overview of the impacts of California Proposition 13 (1978), Proposition 218 (1996) and Proposition 26 (2010) to the funding of public facilities, and specifically how parks and recreation facilities are funded today and the impacts these propositions have on the funding of these types of facilities. The overview must also provide a summary of the funding sources listed in task 11.2.2 above, with their pros and cons, and a matrix of how these funding sources could address the implementation of the PMP.

11.3 IMPLEMENTATION WORKSHOP

AECOM must conduct a one-day workshop with key City staff to create a Strategic Plan that identifies implementation action items for the four sub-systems and provides a timeframe. Agenda items must include, but are not limited to:

- PMP Vision and Goals for the four sub-systems
- Needs and Priorities summary
- City's role and responsibilities as a provider, partner, and/or facilitator of services and facilities
- Current City Funding Strategies for parks and programs and new funding options
- Probable costs and funding projections
- Strategic Plan for the four sub-systems, action items, and timeframe to include short term, medium term and long term
- Priority Projects or next steps that need to be implemented in the first year

AECOM must also prepare a report summarizing the workshop and detailing existing and new City funding strategies, probable costs and funding

projections, strategic plan for the four sub-systems and priority projects of next steps.

11.4 STRATEGIC PLAN

AECOM must prepare a Strategic Plan for the implementation of each of the four sub-systems. The Strategic Plan to include:

- Action Items for each sub-system that are prioritized on a timeframe. Timeframe to include Short term 1-5 years, Medium term up to 10 years and Long term 10+ years.
- Park acquisition acreage needed, location and priorities to be identified in the Strategic Plan.

11.5 IMPLEMENTATION PLAN ANALYSIS, SUMMARY AND RECOMMENDATIONS

AECOM must compile the analysis, summary and recommendations for tasks 11.1 – 11.4 into an Implementation Plan (Implementation Plan). The Implementation Plan to include a Strategic Plan, Funding and Phasing Strategies and Priority Next Steps. The format for this document to be a 'Map Atlas' that provides the information in both written and graphic formats, including maps, tables, graphs, diagrams, and photographs.

11.6 DELIVERABLES

- Implementation Plan Map Atlas includes a first draft for city review and comment and final draft per the Project Schedule. City comments will be incorporated into the final draft. Ten final hard copies of the Plan to the City.
- Digital PDF materials for City website includes the following: Order of Magnitude Estimate of Probable Costs, Implementation Workshop Report, and 20-year Action Report.

12.0 PARKS MASTER PLAN

12.1 FIRST DRAFT PMP

AECOM must prepare the first draft of the PMP to include, but not be limited to, the following sections:

- **Acknowledgements**
- **Executive Summary**
- **Introduction**
 - Purpose
 - How to use the Plan
- **Existing Parks and Recreation Facilities Overview**
 - History of Parks and Recreation Facilities in the City of San Diego
 - Citywide Legislative Framework
 - Population and Demographic Overview
 - Existing Parks and Recreation Facilities Overview
 - Existing Programs and Services Overview
 - Climate Action Plan Implementation
 - Summary of Existing Conditions
- **Needs and Priorities Assessment**
 - Parks and Recreation Assessment
 - Recreation Programs and Services Assessment
 - Level of Service Analysis
 - Summary of Needs and Priorities
- **Park and Recreation Facilities Element**
 - Vision Statement
 - Discussion
 - Goals and Policies

- **Open Space Lands and Resourced-Based Parks Element**
 - Vision Statement
 - Discussion
 - Goals and Policies

- **Trails and Multimodal Connectivity Element**
 - Vision Statement
 - Discussion
 - Goals and Policies

- **Recreation Programing and Services Element**
 - Vision Statement
 - Discussion
 - Goals and Policies

- **Implementation Plan**
 - Implementation Plan
 - Funding and Phasing Strategies
 - Priority Next Steps
 - Summary of Implementation Plan

12.2 SECOND DRAFT PMP

AECOM must revise the first draft based on City staff comments per the Project Schedule.

12.3 DRAFT PMP ONLINE ENGAGEMENT

AECOM must prepare a draft PMP online engagement plan for City . The online engagement should be interactive, educational, informative. Engagement plan includes a first draft for city review and comment and

final draft per the Project Schedule. City comments to be incorporated into the final draft. AECOM to provide the online engagement to the City to be provided on the City website.

12.4 DRAFT PMP PUBLIC WORKSHOPS

AECOM must provide three (3) regional public open house workshops within a three -week period to efficiently utilize public outreach efforts. For the purpose of the public workshops, the City could be divided up into regions such as, South, North and Shoreline, or as recommended by the AECOM. The workshops will be used as a mechanism to gain input while the draft PMP is available online. AECOM must provide a record of all comments to the City.

12.5 PMP ADVISORY BODIES INFORMATION PRESENTATIONS

AECOM must present a Power Point of the draft PMP along with City staff to the following Advisory Bodies as an information item:

- Community Planners Committee
- Park and Recreation Board
- Planning Commission
- City Council Committee

12.6 FINAL DRAFT PMP

AECOM must prepare a final PMP based on public workshops, advisory committee meetings and staff comments per the Project Schedule.

12.7 DELIVERABLES

- First Draft PMP: includes a first draft for City review and comment per the Project Schedule. City comments to be incorporated into the final draft.
- Second Draft PMP: includes a second draft for City review and comment per the Project Schedule. City comments to be incorporated into the final draft.
- PMP Online Engagement for City website: includes a first and second draft for City review and comment and a summary report on the online

EXHIBIT A

engagement per the Project Schedule. City comments to be incorporated into the final draft.

- Draft PMP Public Workshops PowerPoint presentations: includes a first draft for city review and comment and a summary report on the public workshops per the Project Schedule. City comments to be incorporated into the final draft.
- Draft PMP Advisory Bodies PowerPoint presentations and summary: includes a first draft for city review and comment per the Project Schedule. City comments to be incorporated into the final draft.
- Final Draft PMP: includes a first draft for city review and comment per the Project Schedule. City comments to be incorporated into the final draft. Ten final draft hard copies of the final draft PMP.
- Digital materials for City website includes the PMP online engagement, PDF PMP PowerPoint presentation for public workshops and the PMP advisory bodies, and a PDF of the final draft PMP.

13.0 CEQA COMPLIANCE AND DOCUMENT

The CEQA review will be contracted out separately and is not a part of this Agreement.

14.0 PMP RECOMMENDATIONS AND ADOPTION

14.1 PMP RECOMMENDATIONS

AECOM must present a Power Point presentation of the Final Draft PMP with City staff to the following Advisory Bodies for recommendation of approval:

- Community Planners Committee
- Park and Recreation Board
- Planning Commission
- City Council Committee
-

14.2 PMP APPROVAL/ADOPTION

AECOM must present a Power Point presentation of the Final Draft PMP with City staff to the following for approval/adoption:

- City Council
- Coastal Commission

14.3 DELIVERABLES

- PowerPoint presentations to Advisory Bodies: includes a second draft for City review and comment per the Project Schedule. City comments to be incorporated into the final draft.
- PowerPoint presentation to Approval Bodies: includes a second draft for City review and comment per the Project Schedule. City comments to be incorporated into the final draft.
- Final PMP: includes final draft for City review and comment per the Project Schedule. City comments to be incorporated into the final draft. A digital final PMP with all source files and twenty final color PMP copies to be provided to the City.
- Digital PDF materials for City website includes the PowerPoint presentations for the advisory bodies and the approval bodies, Final Draft PMP.

15.0 GIS MAPS AND DATA

- With the submission of deliverables defined within this scope of work for each Part AECOM shall provide the City with GIS data and maps in the format of ArcGIS Layer Packages and/or Map Packages for any and all spatial data and maps prepared as part of the plan or other studies or analysis or updated during the task.
- At the conclusion of the contract, AECOM shall provide the City with all GIS source files for all maps and spatial data layers used to prepare the Parks Master Plan. GIS source files shall be provided in the format of ArcGIS Layer Packages and/or Map Packages.

EXHIBIT A

- Any and all electronic source files used to prepare the Parks Master Plan shall be provided to the City in the native file format. This includes all source files that would enable the City to perform edits and regenerate documents. Native/source file examples include, InDesign, Word, JPG, Illustrator, html, et. al.
- AECOM shall provide in electronic format any complex mathematical formulas used to estimate, forecast, predict, or otherwise calculate park standards, park needs, or similar. AECOM shall provide in Microsoft Excel format if possible otherwise provide in native file format along with a detailed written description of the formula.
- AECOM shall provide any and all spatial data models, processes, or lengthy routines that are necessary for the City to repeat on a regular basis in ArcGIS Model Builder format or as a python script.

END OF SCOPE OF SERVICES

EXHIBIT B

COMPENSATION AND FEE SCHEDULE

**EXHIBIT B
COMPENSATION AND FEE SCHEDULE
CITY OF SAN DIEGO PARKS MASTER PLAN**

A. Fee Schedule

SCOPE OF WORK		FEE
		Does not include reimbursables or additional services
Public Involvement Plan and Initiation/ PMP Framework Plan	FEE	\$118,400
Existing Conditions Analysis/Needs and Priorities Assessment and Public Input	FEE	\$330,500
Needs and Priorities Analysis	FEE	\$95,600
Visioning and Workshops/ Implementation and Funding	FEE	\$294,000
PMP First Draft Document	FEE	\$119,750
PMP Final Draft Document	FEE	\$91,140
PMP Recommendations and Adoption	FEE	\$46,600
PMP Recommendations and Adoption	FEE	\$33,700
TOTAL LABOR FEE		\$1,129,690
TOAL REIMBURSABLE EXPENSES		\$70,310
TOTAL FEE		\$1,200,000
ADDITIONAL SERVICES		200,000
AGREEMENT TOTAL		\$1,400,000

B. Reimbursable Expenses

Note: Reimbursable expenses include and will require receipts:

- Printing, photocopying and mailing.
- Travel expenses for the lowest cost effective Air Fare, Train, and/or Car Rental, will be reimbursed at actual costs.
- Lodging will be reimbursed at actual costs up to maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/catefory/100120>).
- All sub consultant costs are reimbursed as a "direct expense" at actual costs.

EXHIBIT B

SCOPE OR WORK	REIMBURSABLE EXPENSES
Public Involvement Plan and Initiation/PMP Framework Plan	
REIMBURSABLES	\$6,600
Existing Conditions Analysis/Needs and Priorities Assessment and Public Input	
REIMBURSABLES	\$24,500
Needs and Priorities Analysis	
REIMBURSABLES	\$4,400
Visioning and Workshops/Implementation and Funding	
REIMBURSABLES	\$21,000
PMP First Draft Document	
REIMBURSABLES	\$250
PMP Final Draft Document	
REIMBURSABLES	\$8,860
PMP Recommendations and Adoption	
REIMBURSABLES	\$3,400
PMP Recommendation and Adoption	
REIMBURSABLES	\$1,300
TOTAL REIMBURSABLES	\$70,310

C. Labor Classification and Hourly Rate

AECOM LABOR CLASSIFICATION	HOURLY RATE
Principal-in-Charge	\$300.00
Senior Urban Designer	\$300.00
Senior Advisor	\$215.00
Project Manager	\$180.00
Task Lead	\$180.00
Senior Landscape Architect	\$180.00
Senior Planner	\$150.00
Senior Economist	\$150.00
Senior Outreach Specialist	\$130.00
GIS Specialist	\$120.00
Landscape Architect	\$100.00
Junior Economist	\$100.00
Outreach Specialist	\$85.00
Planner	\$80.00
Junior Planner	\$75.00
Graphic Artist	\$65.00
Administrator	\$60.00

EXHIBIT B

SPURLOCK LANDSCAPE ARCHITECTS	
LABOR CLASSIFICATION	HOURLY RATE
Principal	\$206.00
Senior Project Manager	\$154.50
Project Manager	\$128.75
Senior Landscape Designer	\$113.30
Landscape Designer	\$92.70
Administrator	\$77.25
Intern	\$61.80

CHEN RYAN ASSOCIATES LABOR	
CLASSIFICATION	HOURLY RATE
Principal	\$185.00 - \$220.00
Associate Principal	\$165.00 - \$185.00
Principal Engineer	\$185.00 - \$200.00
Senior Engineer	\$165.00 - \$185.00
Senior Transportation Planner	\$150.00 - \$175.00
Project Engineer / Planner	\$120.00 - \$150.00
GIS / Graphics	\$90.00 - \$130.00
Junior Transportation Planner	\$80.00 - \$120.00
Junior Engineer	\$80.00 - \$120.00
Intern I, II	\$50.00 - \$60.00
Admin	\$60.00 - \$100.00

PROS CONSULTING LABOR CLASSIFICATION	
	HOURLY RATE
Principal (President / VP)	\$195.00
Senior Project Manager	\$165.00
Project Manager	\$135.00
Senior Consultant	\$125.00
Consultant	\$110.00

THE CULTURAL PLANNING GROUP	
LABOR CLASSIFICATION	HOURLY RATE
Partner	\$175.00

ETC INSTITUTE LABOR CLASSIFICATION	
	HOURLY RATE
Principal	\$224.00
Data Manager	\$197.00
GIS Manager	\$183.00
GIS Analyst	\$65.00
Data Manager	\$164.00
QA/QC Manager	\$107.00
Project Manager	\$164.00
Project Manager	\$136.00
Researcher - Level III	\$84.00
Researcher - Level II	\$78.00
Field Supervisor - Level V	\$105.00

EXHIBIT B

Field Supervisor - Level IV	\$92.00
Field Supervisor - Level III	\$83.00
Field Supervisor - Level II	\$81.00
Field Supervisor - Level I	\$63.00
Field Researcher	\$55.00
Sr. Statistical Analyst	\$97.00
Project Coordinator	\$57.00
Analyst III	\$80.00
Analyst	\$54.00
Asst. Analyst	\$42.00
Ops Dir / Call Center Manager	\$136.00
Project Coordinator	\$65.00
Supervisors	\$64.00
Support Staff	\$51.00

ETM ASSOCIATES LABOR CLASSIFICATION		HOURLY RATE
Principal		\$270.00
Senior Operations Staff		\$115.00
Operations Staff		\$90.00
Support Staff		\$75.00

KATHY BLAHA CONSULTING		HOURLY RATE
LABOR CLASSIFICATION		
	Director	\$200.00
	Research Assistant	\$80.00

CITYZEN LABOR CLASSIFICATION		HOURLY RATE
	Civic Engagement Consultant	\$110.00

TIME SCHEDULE

Note: The PMP will start with the Notice to Proceed.

Start (Fiscal Year)	Description of Work	Timeframe
FY18	Public Involvement Plan and Initiation/PMP Framework Plan, Existing Conditions Analysis/Needs and Priorities Assessment and Public Input	Upon Notice to Proceed (NTP) this phase will be 4 months
FY18- FY19	Existing Conditions Analysis/Needs and Priorities Assessment and Public Input	Upon Notice to Proceed (NTP) this phase will be 7 months
FY19	Visioning and Workshops/Implementation and Funding	Upon completion of Phase One and Two this phase will be 9 months
FY20- FY 21	PMP Draft/ Final/ PMP Recommendations and Adoption	Upon completion of Phase Two this phase will be 16 months

*All work shall be completed by the expiration of this Agreement, per Section 2.1.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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I. **City’s Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Consultants doing business with the City. The City encourages its Consultants to share this commitment. Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors. Consultants are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Failure to submit the required EOCP documentation indicated below shall result in a determination of the Consultant being non-responsive.

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

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

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

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

C. Contract Disclosure Requirements. Upon the City’s request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Consultant has

used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions.

- III. **Equal Employment Opportunity Outreach Program.** Consultants shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. Consultants shall submit with their proposal a Work Force Report for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).
 - A. Nondiscrimination in Employment. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Consultants shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Consultant liable for any discriminatory practice of its subcontractors.
 - B. Work Force Report. If based on a review of the Work Force Report (Attachment BB) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Consultant will also be required to submit an Equal Employment Opportunity (EEO) Plan to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.
 - C. Equal Employment Opportunity Plan. If an Equal Employment Opportunity Plan is required, the Program Manager of EOCP will provide a list of plan requirements to Consultant.

- IV. **Small and Local Business Program Requirements.** The City has adopted a Small and Local Business Enterprise (SLBE) program for consultant contracts. SLBE program requirements for consultant contracts are set forth Council Policy 100-10.
 - A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:
 - 1. For all consultant contracts, the City shall apply a maximum of an additional 12 points for SLBE or ELBE participation, to the proposer's subtotal maximum evaluation points.. Additional points will be awarded as follows to achieve the proposer's final maximum evaluation points :
 - a. If the proposer achieves 20% participation, apply 5 points to the proposer's score; or
 - b. If the proposer achieves 25% participation, apply 10 points to the proposer's score; or
 - c. If the prime consultant is a SLBE or an ELBE, apply 12 points to the proposer's score.
 - B. Subcontractor Participation List. The Subcontractor Participation List (Attachment CC) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

- V. **Maintaining Participation Levels.**
 - A. Bid discounts and additional points are based on the Consultant's level of participation prior to the award of goods, services, or consultant contract. Consultants are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
 - B. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount or additional points were awarded. The City must approve in writing the reduction in SLBE or ELBE participation levels.
 - C. The Consultant shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
 - D. Consultant's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

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

VI. Definitions.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

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

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

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

VII. Certifications.

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

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

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

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

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

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

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

VIII. List of Attachments.

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

DISCLOSURE OF DISCRIMINATION COMPLAINTS

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

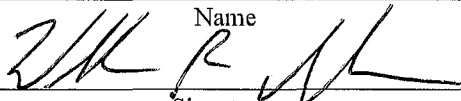
CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Consultant has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Consultant has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)		
See information on the following page					

Consultant Name AECOM TECHNICAL SERVICES, INC

Certified By WILLIAM R. ANDERSON Title PRINCIPAL / VICE PRESIDENT

 Name
Signature Date 9/5/17

USE ADDITIONAL FORMS AS NECESSARY



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

WORK FORCE REPORT

ADMINISTRATIVE

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: [] Construction [] Vendor/Supplier [] Financial Institution [] Lessee/Lessor
[] Consultant [] Grant Recipient [] Insurance Company [] Other
Name of Company: AECOM Technical Services, Inc.
AKA/DBA: AECOM
Address (Corporate Headquarters, where applicable): 1999 Avenue of the Stars
City Los Angeles County Los Angeles State CA Zip 90067
Telephone Number: (213) 593-8000 FAX Number: (213) 593-8178
Name of Company CEO: Timothy H. Keener
Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
Address: 401 W. A Street
City San Diego County San Diego State CA Zip 92101
Telephone Number: (619) 610-7600 FAX Number: (619) 610-7601 Email:
Type of Business: Environmental, Planning, Engineering Type of License:
The Company has appointed: Shireen Liang, Human Resource Business Partner
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: 999 Town & Country Road, Orange, CA 92868
Telephone Number: (714) 689-7235 FAX Number: (662) 213-4122 Email: shireen.liang@aecom.com

- [] 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 AECOM TECHNICAL SERVICES, INC
SAN DIEGO, CA (County) (State)
hereby certify that information provided
herein is true and correct. This document was executed on this 5th day of SEP, 2017.
WILLIAM R. ANDERSON
(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: AECOM Technical Services, Inc. DATE: September 5, 2017

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

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	1	5	1	5	4	1				35	13	4	
Professional	2	2	12	8	8	10	1				93	69	8	11
A&E, Science, Computer														
Technical	1		7	3	2	3		1			33	13	7	
Sales														
Administrative Support		1		1	2	2					4	7	1	4
Services														
Crafts											1			
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	4	4	24	13	17	19	2	1			166	102	20	15
--------------------	---	---	----	----	----	----	---	---	--	--	-----	-----	----	----

Grand Total All Employees	387
---------------------------	------------

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

Disabled			1	1							6	2	2	3
----------	--	--	---	---	--	--	--	--	--	--	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (African-American, Hispanic or Latino, Asian, American Indian, Asian Pacific Islander, Caucasian, and Other Ethnicities) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

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

Sacramento County, we ask for separate WFRs representing your firm from each of the three counties.¹

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS

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

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

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

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

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

Technical

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

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services

Sales Representatives, Wholesale and Manufacturing Supervisors, Sales Workers

Administrative Support

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

Services

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

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers

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

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

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

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

No changes to this Participation List will be allowed without prior written City approval. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Spurlock Landscape Architects 2122 Hancock St San Diego, CA 92110	Parks + Open Space Design Vision	20%	SLBE	City of San Diego
PROS Consulting 201 South Capitol Ave, Ste 505 Indianapolis, IN 46225	Recreation	10%	OBE	NA
Chen Ryan Associates 3900 Fifth Avenue, #210 San Diego, CA 92103	Traffic/Mobility	5%	ELBE/DBE	City of San Diego, US DO
The Cultural Planning Group 4769 Kensington Drive San Diego, CA 92116	Cultural Planning	2%	OBE	NA
ETC Institute 725 W. Frontier Circle Olathe, KS 66061	Outreach + Engagement	3%	OBE	NA
Cityzen 310 South Harrington Street Raleigh, NC 2760	Outreach + Engagement	2%	OBE	NA
Kathy Blaha Consulting 400 Alton Road, #2403 Miami Beach, FL 33139	Implementation + Finance	3%	OBE	NA
ETM Associates, LLC 1202 Baritan Avenue Highland Park, NJ	Implementation + Finance	3%	OBE	NA

List of Abbreviations:

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

* Listed for informational purposes only.

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

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: CITY OF SAN DIEGO
PARKS MASTER PLAN

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:

AECOM TECHNICAL SERVICES
Name under which business is conducted

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

Signed William Anderson
Printed Name William Anderson
Title Principal/Vice-President
Date 9-5-17

**CITY OF SAN DIEGO
Consultant Performance Evaluation**

EXHIBIT F

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

Section I

1. PROJECT DATA		2. CONSULTANT DATA	
1a. Project (title, location):	2a. Name and address of Consultant:		
1b. Brief Description:	2b. Consultant's Project Manager: Phone: ()		
1c. Budgeted Cost: \$ WBS/IO:			
3. CITY DEPARTMENT RESPONSIBLE			
3a. Department (include Division):	3b. Project Manager (address & phone): Phone: ()		
4. & 5. CONTRACT DATA (DESIGN PHASE <input type="checkbox"/> OR CONSTRUCTION SUPPORT <input type="checkbox"/>)			
4. Design Phase			
Agreement Date: _____ Resolution #: R- _____		Initial Contract Amount 4a. \$ _____ 4b. Prev. Amendment(s): \$ _____	
4c. Current Amendment: \$ _____ / Number: _____		4d. Total Agreement (4a. + 4b. + 4c.): \$ _____	
4d. Type of Work (design, study, as-needed services, etc.):	4e. Key Design Phase Completion Dates: % of Design Phase Completion % % Agreed Delivery Date: _____ _____ Actual Delivery Date: _____ _____ Acceptance of Plans/Specs.: _____ _____		Final Construction Est. Completion: _____ Actual Completion: _____
5. Construction Support			
5a. Contractor _____ <i>(name and address)</i>		Phone () _____	
5b. Superintendent _____			
5c. Notice to Proceed _____ (date)	5f. Change Orders:		
5d. Working days _____ (number)	Errors/Omissions _____ % of const. cost \$ _____		
5e. Actual Working days _____ (number)	Unforeseen Conditions _____ % of const. cost \$ _____		
	Changed Scope _____ % of const. cost \$ _____		
	Changed Quantities _____ % of const. cost \$ _____		
	Total Construction Cost \$ _____		
6. OVERALL RATING FOR DESIGN PHASE <input type="checkbox"/> OR FOR CONSTRUCTION SUPPORT <input type="checkbox"/>)			
6a. Quality of Plans/Specifications/As-Builts	Excellent	Satisfactory	Poor
Compliance with Contract & Budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness to City Staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6b. Overall Rating _____			
7. AUTHORIZING SIGNATURES			
7a. Project Manager _____		Date _____	
7b. Section Head _____		Date _____	

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

Section III		SUPPLEMENTAL INFORMATION	
(Please ensure to attach additional documentation as needed.)			
Item	:		
Item	:		
Item	:		
Item	:		

(*Supporting documentation attached: Yes No)

**City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance**

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

A. BID/PROPOSER/SOLICITATION TITLE:

Request for Proposal for Planning Services for the City of San Diego
City of San Diego Parks Master Plan for the Planning Department
Contract Number H176854

B. BIDDER/PROPOSER INFORMATION:

AECOM Technical Services, Inc.

<u>Legal Name</u>	<u>San Diego</u>	<u>DBA</u>	<u>92101</u>
<u>401 West A Street</u>		<u>CA</u>	
<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
<u>William Anderson, Principal-in-Charge</u>	<u>619.610.7708</u>	<u>619.610.7601</u>	
<u>Contact Person, Title</u>	<u>Phone</u>	<u>Fax</u>	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If Yes, use Attachment "A" to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment "A" if more space is required.

Corporation Date incorporated: 9 / 29 / 1970 State of incorporation: California

List corporation's current officers: President: Timothy H. Keener Vice Pres: Robert Ledford
 Secretary: Preston Hopson
 Treasurer: Anshooman Aga

Is your firm a publicly traded corporation? Yes No

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

AECOM Technical Services, Inc. is a privately held company with 100% of its shares owned by The Earth Technology Corporation (USA). The Earth Technology Corporation (USA) is wholly owned by AECOM, which is publically traded on the New York Stock Exchange under trading symbol ACM. AECOM Technical Services, Inc. is the primary contracting entity for AECOM in North America.

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

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

NA

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

List names of all firm partners:

NA

Sole Proprietorship Date started: ____/____/____

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

NA

Joint Venture Date formed: ____/____/____

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

NA

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

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

2. In the past five (5) years, has your firm been denied bonding?

Yes No

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

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

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

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

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

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

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

Name of Bank: Wells Fargo Bank

Point of Contact: Nancy Peck-Medina

Address: 333 South Grand Avenue, Suite 1200, Los Angeles, CA 90071

Phone Number: 213-253-7335

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

F. PERFORMANCE HISTORY:

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

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

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

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

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

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

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

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

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

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

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

Yes No

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

7. Performance References:

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

Company Name: City of Fort Lauderdale Parks and Recreation Department

Contact Name and Phone Number: Phil Thornburg, 954.828.5348

Contact Email: pthornburg@fortlauderdale.gov

Address: 1350 West Broward Blvd, Fort Lauderdale, FL 33312

Contract Date: 2015-2016

Contract Amount: \$501,500

Requirements of Contract: Fort Lauderdale Parks and Recreation Systems Master Plan

Company Name: Civic San Diego

Contact Name and Phone Number: Brad Richter, 619.533.7115

Contact Email: richter@civicsd.com

Address: 401 B Street, Fourth Floor, San Diego, CA 92101

Contract Date: 2010-2012

Contract Amount: \$700,000

Requirements of Contract: Downtown Parks Open Space Implementation Plan

Company Name: City of Raleigh Parks, Recreation and Cultural Resources Department

Contact Name and Phone Number: Cassie Schumacher-Georgopoulos, 919.996.4797

Contact Email: cassie.schumacher-georgopoulos@raleighnc.gov

Address: P.O. Box 590, Raleigh, NC 27602

Contract Date: 2012-2014

Contract Amount: \$426,000

Requirements of Contract: City of Raleigh Parks, Recreation and Cultural Resources System Plan

G. COMPLIANCE:

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

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

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

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

H. BUSINESS INTEGRITY:

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

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

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

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

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
 Yes No

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

I. WAGE COMPLIANCE:

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

J. STATEMENT OF SUBCONTRACTORS:

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

Company Name: Spurlock Landscape Architects

Contact Name and Phone Number: Emily Dowgiallo, 619.681.0090, ext. 113

Contact Email: edowgiallo@spurlock-land.com

Address: 2122 Hancock Street, San Diego, CA 92110

Contract Date TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Parks + Open Space Design Vision

What portion of work will be assigned to this subcontractor: 20%

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

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

Company Name: PROS Consulting

Contact Name and Phone Number: Leon Younger, 317.679.5615

Contact Email: leon.younger@prosconsulting.com

Address: 201 S. Capitol, Suite 505, Indianapolis, IN 46224

Contract Date TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Recreation

What portion of work will be assigned to this subcontractor: 10%

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

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

I. WAGE COMPLIANCE:

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

J. STATEMENT OF SUBCONTRACTORS:

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

Company Name: Chen Ryan Associates

Contact Name and Phone Number: Monique Chen, 619.318.4664

Contact Email: mchen@chenryanmobility.com

Address: 3900 Fifth Avenue, #210, San Diego CA 92103

Contract Date TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Traffic/Mobility

What portion of work will be assigned to this subcontractor: 5%

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

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

Company Name: The Cultural Planning Group

Contact Name and Phone Number: David Plettner-Saunders, 213.500.6692

Contact Email: david@culturalplanning.com

Address: 4769 Kensington Drive, San Diego, CA 92116

Contract Date TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Cultural Planning

What portion of work will be assigned to this subcontractor: 2%

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

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

I. WAGE COMPLIANCE:

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

J. STATEMENT OF SUBCONTRACTORS:

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

Company Name: ETC Institute

Contact Name and Phone Number: Chris Tatham, 913.829.1215

Contact Email: info@etcinstitute.com

Address: 725 W. Frontier Circle, Olathe, KS 66061

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Outreach + Engagement

What portion of work will be assigned to this subcontractor: 2%

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

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

Company Name: CityZen

Contact Name and Phone Number: Jay Dawkins

Contact Email: jay@cityzen.io

Address: 310 South Harrington Street, Raleigh, NC 27601

Contract Date: TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Outreach + Engagement

What portion of work will be assigned to this subcontractor: 2%

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

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

I. WAGE COMPLIANCE:

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

J. STATEMENT OF SUBCONTRACTORS:

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

Company Name: Kathy Blaha Consulting

Contact Name and Phone Number: Kathy Blaha, 305.520.9578

Contact Email: kblahaconsulting@gmail.com

Address: 400 Alton Road, #2403, Miami Beach, FL 33139

Contract Date TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Implementation + Financing

What portion of work will be assigned to this subcontractor: 3%

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

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

Company Name: ETM Associates, LLC

Contact Name and Phone Number: Tim Marshall, 732.572.6626

Contact Email: www.etmassociatesllc.com

Address: 1202 Raritan Avenue, Highland Park, NJ 08904

Contract Date TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Implementation + Financing

What portion of work will be assigned to this subcontractor: 3%

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

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

K. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

Equipment Description: N/A

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: N/A

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: N/A

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

L. TYPE OF SUBMISSION: This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated _____ / _____ / _____.

Complete all questions and sign below.

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

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004: (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

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

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

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

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

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

ELIZABETH DRATLE,		9/5/17
Name and Title PRINCIPAL	Signature	Date

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

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

F.2. Performance History

In the past five (5) years, has a government agency terminated your firm's contract prior to completion? Yes

AECOM Technical Services, Inc. ("ATS") performs thousands of contracts each year. From time to time, occasions arise when ATS does not complete the performance of an awarded contract resulting in its termination. These situations include (i) where a client is unsuccessful in securing funding for a particular project that is then terminated, (ii) where ATS nonpayment or other breach of contract in accordance with contract terms, or (iv) for default.

AECOM Technical Services, Inc. has not had a contract terminated by a government agency within the past five (5) years except as noted below and subject to the circumstances described therein.

In November of 2012, ATS received a notice from the City of Sarasota, Florida, notifying ATS that the City was terminating ATS's contract for the design of a sewer lift station for default. ATS disagrees with the termination. The City of Sarasota ultimately filed suit. ATS responded to the litigation and is vigorously defending the claims made against it. This matter remains pending.

F.4. Performance History

Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud? Yes

In November of 2012, ATS received a notice from the City of Sarasota, Florida, notifying ATS that the City was terminating ATS's contract for the design of a sewer lift station for default. ATS disagrees with the termination. The City of Sarasota ultimately filed suit. ATS responded to the litigation and is vigorously defending the claims made against it. This matter remains pending.

F.6. Performance History

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

In November of 2012, ATS received a notice from the City of Sarasota, Florida, notifying ATS that the City was terminating ATS's contract for the design of a sewer lift station for default. ATS disagrees with the termination. The City of Sarasota ultimately filed suit. ATS responded to the litigation and is vigorously defending the claims made against it. This matter remains pending.

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

ELIZABETH DRAKE,

PRINCIPAL

Print Name, Title

Elle Drake

Signature

9/15/17

Date

**INSTRUCTION SHEET FOR
DISCLOSURE DETERMINATION FOR CONSULTANT
(Form CC-1671)**

Use the "Disclosure Determination for Consultant" form (CC-1671) to report the disclosure requirement for any consultant hired to provide services to the City of San Diego or the boards, commissions and agencies that fall under the City of San Diego's jurisdiction.

2 California Code of Regulations defines a "consultant" as an individual who, pursuant to a contract with a state or local government agency, either makes a governmental decision or serves in a staff capacity with the state or local government agency and in that capacity participates in making a governmental decision. For the complete definition of "consultant", refer to Government Code section 18701(a)(2). This section can be located at:

<http://www.fppc.ca.gov/index.html?ID=52&rid=/legal/regs/18701.htm>

The "Disclosure Determination for Consultant" form is completed for all consultants under contract with the City of San Diego or the boards, commissions and agencies that fall under the City of San Diego's jurisdiction. Please follow the step-by-step directions:

1. List the department, board, commission or agency requesting the consultant service.
2. List the consulting company. If known, also list the individual(s) who will be providing the consultant services.
3. List the mailing address.
4. List the e-mail address of individual(s) providing the consultant service.
5. Provide the date the individual(s) will start providing the consultant service.
6. List all duties/responsibilities the consultant will have. This list will enable you to determine the disclosure requirement for the consultant.
7. Determine the consultant's disclosure category. Your consultant should be required to disclose only those economic interests which could potentially create a conflict of interest as he/she performs his/her contractual obligations. For ideas about possible disclosure categories, review those in your department's, board's, commission's or agency's conflict of interest code, available at:

www.sandiego.gov/city-clerk/elections/eid/codes.shtml

Please fill out the entire "Disclosure Determination for Consultant" form, and have it signed by the appropriate authority. (Individuals with signing authority are described in your conflict of interest code as part of the disclosure requirement for Consultants.) Forward the original form to the City Clerk's Office, MS 2A.

DISCLOSURE DETERMINATION FOR CONSULTANT

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

1. Department / Board / Commission / Agency Name: Planning Department
2. Name of Specific Consultant & Company: AECOM Technical Services, Inc.
3. Address, City, State, ZIP: 401 West A Street San Diego, CA 92101
4. E-mail Address: william.anderson3@aecom.com
5. Date of Assuming Office: October 2017
6. Project Title (as shown on 1472, "Request for Council Action"): Approval of the City of San Diego Parks Master Plan Agreement with AECOM Technical Services, Inc.
7. Consultant Duties for Project: Preparation of the Parks Master Plan planning document
8. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

By: [Signature]
[Name/Title]

Deputy Director,
Planning Dept

[Date]

9/14/17

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

DEFINITION OF "CONSULTANT"

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

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

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

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

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

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

**REGARDING INFORMATION REQUESTED UNDER THE
CALIFORNIA PUBLIC RECORDS ACT**

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

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

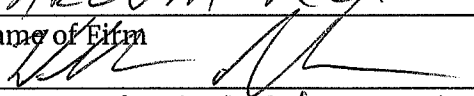
If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the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

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

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

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

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

AECOM Technical Services
Name of Firm

Signature of Authorized Representative
William Anderson
Printed/Typed Name

CONSULTANT CERTIFICATION


AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: AECOM TECHNICAL SERVICES

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

AECOM TECHNICAL SERVICES
(Name under which business is conducted)

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

Signed 
Printed Name William Anderson
Title Principal/Vice President

RESOLUTION NUMBER R- 311321

DATE OF FINAL PASSAGE SEP 20 2017

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO APPROVING AN AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND AECOM TECHNICAL SERVICES, INC. FOR CITY OF SAN DIEGO PARKS MASTER PLAN.

WHEREAS, the City of San Diego Planning Department conducted a competitive process for a consultant to coordinate with the Planning Department and complete the City of San Diego Parks Master Plan; and

WHEREAS, AECOM Technical Services, Inc. was selected because of their extensive experience in parks master planning; and

WHEREAS, this action will authorize the City of San Diego to enter into an Agreement with AECOM Technical Services, Inc. for the City of San Diego Parks Master Plan (Agreement) for consultant services for the City of San Diego Parks Master Plan; NOW, THEREFORE,

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

1. That the Mayor, or his designee, is authorized to execute, for and behalf of the City, the Agreement with AECOM Technical Services, Inc., for consultant services for the City of San Diego Parks Master Plan, in an amount not to exceed \$1,400,000.00 over the term of the Agreement, under the terms and conditions set forth in the Agreement, which is on file in the Office of the City Clerk as Document No. RR- 311321.

2. That the Chief Financial Officer is authorized to expend an amount not to exceed \$510,000 for the first phase of the Agreement from Fund 100000 General Fund in the Planning Department (BA 1619), for purpose of executing the Agreement, contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year and contingent upon the

Chief Financial Officer first furnishing one or more certificates certifying that funds necessary for expenditure area, or will be, on deposit with the City Treasury.

3. That the Chief Financial Officer, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves.

APPROVED: MARA W. ELLIOTT, City Attorney

By Shannon M. Thomas
Shannon M. Thomas
Deputy City Attorney

SMT: als
08/31/2017
Or.Dept: Planning
Doc. No.: 1567220

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of SEP 19 2017.

ELIZABETH S. MALAND
City Clerk

By Linda Brown
Deputy City Clerk

Approved: 9/20/17
(date)

Kevin L. Faulconer
KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on SEP 19 2017, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gomez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage SEP 20 2017

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

(Seal)

By *Donda Krwin*, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 311321

Passed by the Council of The City of San Diego on September 19, 2017, by the following vote:

YEAS: BRY, ZAPF, WARD, COLE, KERSEY, CATE, SHERMAN,
ALVAREZ, GOMEZ.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: *Linda Brown*, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R-311321, approved on September 19, 2017. The date of final
passage is September 20, 2017.

ELIZABETH S. MALAND

City Clerk of the City of San Diego, California

(Seal)

By: *Linda Brown* Deputy