

DUPLICATE ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
C&S ENGINEERS, INC.
FOR
AIRPORT MASTER PLANS FOR MONTGOMERY-GIBBS
EXECUTIVE AND BROWN FIELD AIRPORTS**

(FEDERAL VERSION)

CONTRACT NUMBER: H166649

DOCUMENT NO. 310781
FILED NOV 15 2016
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

TABLE OF CONTENTS

**ARTICLE I
CONSULTANT SERVICES**

1.1 Scope of Services1
 1.2 Contract Administrator1
 1.3 City Modification of Scope of Services1
 1.4 Written Authorization..... 2
 1.5 Confidentiality of Services 2
 1.6 Competitive Bidding 2

**ARTICLE II
DURATION OF AGREEMENT**

2.1 Term of Agreement..... 2
 2.2 Time of Essence..... 2
 2.3 Notification of Delay 3
 2.4 Delay 3
 2.5 City's Right to Suspend for Convenience 3
 2.6 City's Right to Terminate for Convenience 3
 2.7 City's Right to Terminate for Default4

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation4
 3.2 Additional Services4
 3.3 Manner of Payment4
 3.4 Additional Costs.....4
 3.5 Eighty Percent Notification..... 5

**ARTICLE IV
CONSULTANT'S OBLIGATIONS**

4.1 Industry Standards 5
 4.2 Right to Audit 5
 4.3 Insurance 6

4.4	Subcontractors	9
4.5	Contract Records and Reports	10
4.6	Non-Discrimination Requirements.....	10
4.7	Drug-Free Workplace	11
4.8	Product Endorsement	12
4.9	Conflict of Interest.....	12
4.10	Mandatory Assistance.....	13
4.11	Compensation for Mandatory Assistance	13
4.12	Attorney Fees related to Mandatory Assistance	13
4.13	Notification of Increased Construction Cost	13
4.14	ADA Certification	13
4.15	Prevailing Wage Rates	13
4.16	Federal Wage Rates.....	16
4.17	Federal Labor Standards Provisions	16

**ARTICLE V
FEDERAL REQUIREMENTS**

5.1	.....	23
5.2	.....	23
5.3	.....	23
5.4	.....	23
5.5	.....	24
5.6	.....	24
5.7	.....	24
5.8	.....	24
5.9	.....	25
5.10	.....	25
5.11	.....	25
5.12	.....	25
5.13	.....	25

**ARTICLE VI
INDEMNIFICATION**

6.1	Indemnification and Hold Harmless Agreement.....	35
-----	--	----

**ARTICLE VII
MEDIATION**

7.1	Mandatory Non-binding Mediation	35
7.2	Mandatory Mediation Costs	35
7.3	Selection of Mediator	35

7.4	Conduct of Mediation Sessions	36
-----	-------------------------------------	----

**ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS**

8.1	Work For Hire.....	36
8.2.	Rights in Data.....	36
8.3	Intellectual Property Rights Assignment.....	37
8.4	Moral Rights.....	37
8.5	Subcontracting	37
8.6	Publication	37
8.7	Intellectual Property Warranty and Indemnification	37
8.8	Enforcement Costs.....	38
8.9	Ownership of Documents	38

**ARTICLE IX
MISCELLANEOUS**

9.1	Notices	38
9.2	Headings	38
9.3	Non-Assignment.....	38
9.4	Independent Contractors	38
9.5	Consultant and Subcontractor Principals for Consultant Services ...	38
9.6	Covenants and Conditions.....	39
9.7	Compliance with Controlling Law	39
9.8	Jurisdiction.....	39
9.9	Successors in Interest	39
9.10	Integration	39
9.11	Counterparts.....	39
9.12	No Waiver	39
9.13	Severability.....	40
9.14	Additional Consultants or Contractors	40
9.15	Employment of City Staff	40
9.16	Municipal Powers	40
9.17	Drafting Ambiguities	40
9.18	Signing Authority	40
9.19	Conflicts Between Terms	40
9.20	Consultant Evaluation.....	40
9.21	Exhibits Incorporated	40
9.22	Survival of Obligations.....	41
9.23	Contractor Standards	41
9.24	Equal Benefits Ordinance	41
9.25	Public Records	41

9.26 Sensitive Information Authorization Acknowledgement..... 41

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 - California Labor Code Sections 1720 and 1771
- Exhibit J - Regarding Information Requested under the California Public Records Act
- Exhibit K - Americans With Disabilities Act (ADA) Compliance Certification
- Exhibit L - Sensitive Information Authorization Acknowledgement

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND C&S ENGINEERS, INC.
FOR CONSULTANT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and C&S Engineers, Inc. [Consultant] for the Consultant to provide Professional Services to the City for airport master planning.

RECITALS

The City wants to retain the services of an airport master planning firm to provide airport master planning 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 Real Estate Assets Department is the contract administrator for this Agreement. The Consultant shall provide the Professional Services under the direction of a designated representative of the Real Estate Assets 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, it shall be effective until completion of the Scope of Services or November 30, 2021, whichever is the earliest but not to exceed five years unless approved by City ordinance.

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

2.3 Notification of Delay. The Consultant shall immediately notify the City in writing if the Consultant experiences or anticipates experiencing a delay in performing the 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 thirty (30) calendar days 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 City shall pay the Consultant for actual costs incurred for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$ 1,758,385.38. The compensation for the Scope of Services shall not exceed \$ 1,758,385.38.

3.2 Additional Services. The City may require that the Consultant perform additional Professional Services [Additional Services] beyond those described in the Scope of Services [Exhibit A]. Prior to the Consultant's performance of Additional Services, the City and the Consultant must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule [Exhibit B], and approval of the proposed Additional Services must be obtained in writing from **Federal Aviation Administration (F.A.A.)** prior to the Consultant beginning the Additional Services. The City will pay the Consultant for actual costs incurred for the performance of Additional Services in accordance with Section 3.3.

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

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

due, or becoming due, the Consultant shall reimburse the City for Additional Costs due to the Consultant's errors or omissions.

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

ARTICLE IV CONSULTANT'S OBLIGATIONS

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

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

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

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements

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

4.3.4.1 Commercial General Liability Insurance Endorsements

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

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

4.3.4.2 Commercial 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.

4.3.4.4 Aircraft Liability Insurance Endorsements

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5 Contract Records and Reports.

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

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

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

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

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

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

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

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

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

4.7.2.1 The dangers of drug abuse in the work place.

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

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

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

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

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

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

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

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

4.9.1 If, in performing the Professional Services set forth in this Agreement, the Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests. The determination as to whether any individual members of the 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 attorney 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 K] that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

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

Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, the Consultant and its 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 consultants and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code 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.

4.16 Federal Wage Rates This Agreement shall be subject to the following Davis-Bacon Wage Decisions: <http://www.wdol.gov/>.

4.16.1 Federal Wage Requirements for Federally Funded Projects:

4.16.1.1 The successful Consultant's work shall be required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

4.16.1.2 This Executive Order pertains to Equal Employment Opportunity regulations and contains significant changes to the regulations including new goals and timetables for women in construction and revised goals and timetables for minorities in construction.

4.16.1.3 Minimum wage rates for this project have been predetermined by the Secretary of Labor and are set forth in the Decision of the Secretary and bound into the specifications book. Should there be any difference between the state or federal wage rates, including health and welfare funds for any given craft, mechanic, or similar classifications needed to execute the Work, it shall be mandatory upon the Consultant or Subcontractor to pay the higher of the two rates.

4.16.1.4 The minimum wage rate to be paid by the Consultant and the Subcontractor shall be in accordance with the Federal Labor Standards Provisions (see pages below) and Federal Wage Rates (see Wage Rates below) and General Prevailing Wage Determination made by the State of California, Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.

4.16.1.5 A Consultant having 50 or more employees and its Subcontractor having 50 or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the contract.

4.16.1.6 To be eligible for award, each Consultant shall comply with the affirmative action requirements which are contained in the Agreement.

4.16.1.7 Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

4.16.1.8 The Aviation Safety and Capacity Expansion Act of 1990, provides that preference be given to steel and manufactured products produced in the United States when funds are expanded pursuant to a grant issued under the Airport Improvement Program.

4.17 Federal Labor Standards Provisions (Office of the Secretary of Labor 29 CFR 5):

Applicability

The Project or Program to which the construction work covered by this Agreement pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Agreement pursuant to the provisions applicable to such Federal assistance.

A. 1. Minimum Wages. (i) All laborers and mechanics employed or working upon the site of the work, (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Consultant and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Consultant and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Agreement shall be classified in conformance with the wage determination. The Federal Agency or its designee shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the

Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Consultant, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this section, shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Agreement for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Consultant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Consultant does not make payments to a trustee or other third person, the Consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Agency or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Consultant under this Agreement or any other Federal contract with the same prime Consultant, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Consultant so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Consultant or any subcontractor the full amount of wages required by the Agreement. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Agreement, the Federal Agency or its designee may, after written notice to the Consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the Consultant during the course of the work preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project. Such

records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Consultant shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Consultants employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Consultant shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Agency or its designee if the agency is a party to the Agreement, but if the agency is not such a party, the Consultant will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to the Federal Agency or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired.

Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

<http://www.dol.gov/esa/whd/forms/wh347instr.htm>

or its successor site. The prime Consultant is responsible for the submission of copies of payrolls by all subcontractors. Consultants and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Agency or its designee if the agency is a party to the Agreement, but if the agency is not such a party, the Consultant will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to the Federal Agency, the Consultant, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime Consultant to require a subcontractor to provide addresses and social security numbers to the prime Consultant for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or, owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Consultant or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Agreement and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Agreement during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Agreement.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Consultant or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Consultant or subcontractor shall make the records required under subparagraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Agency or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Consultant or subcontractor fails to submit the required records or to make them available, Federal agency or its designee may, after written notice to the Consultant, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees. (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Consultant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Consultant is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Consultant will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The Consultant shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this Agreement.

6. Subcontracts. The Consultant or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.59(a)(1) through (10) and such other clauses as the Federal Agency may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Agreement and for debarment as a Consultant and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Agreement.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Agreement shall not be subject to the general disputes clause of this Agreement. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Consultant (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this Agreement the Consultant certifies that neither it (nor he or she) nor any person or firm who has an interest in the Consultant's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1)..

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

b. Contract Work Hours and Safety Standards Act. The provisions of this paragraph b are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (b)(1) of this section, the Consultant and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Federal Agency or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime Consultant such sums as may be determined to be necessary to satisfy any liabilities of such contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of this section.

(4) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (b)(1) through (4) of this section.

C. In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the Consultant or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Consultant or subcontractor for inspection, copying, or transcription by authorized representatives of the City of San Diego and the Department of Labor, and the Consultant or subcontractor will permit such representatives to interview employees during working hours on the job.

ARTICLE V FEDERAL REQUIREMENTS

5.1 This Project is funded by City of San Diego, federal and state funds. All Project work and Agreements will be subject to the review and approval of the Federal Aviation Administration (F.A.A.).

5.2 The Consultant and its Subcontractors shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract, for inspection by the City, Federal Aviation Administration (F.A.A.), , the State Auditor, the Comptroller General of the United States, or their duly authorized representatives.

5.3 The cost principles and procedures for use in the determination of allowable elements of cost will be governed by the Federal Acquisition Regulations in 48 CFR, Chapter 1, Part 31. Said regulations are also applicable to Subcontracts in excess of \$25,000.00.

5.4 The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of

this Agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

5.5 The Consultant shall comply with all Federal, State, and Local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, including but not limited to Sections 1720 and 1771 [see Exhibit I].

5.6 Neither this Agreement or any part thereof shall be subcontracted, assigned, or transferred by the Consultant except as otherwise provided for in the Agreement.

5.7 The Consultant shall comply with California Government Code section 7550 as follows:

Any document or written report prepared for or under the direction of a State or Local Agency, which is prepared in whole or in part by non-employees of such Agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by non-employees of the agency exceeds FIVE THOUSAND DOLLARS (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

5.8 All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 49 CFR Part 18. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

5.9 The City will perform a cost analysis of its Agreement with the Consultant when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

5.10 The City and the Consultant must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, or other pertinent documents when:

(i) The City's or the Consultant's procurement procedures or operation fails to comply with the procurement standards in 49 CFR Section 18.36; or

(ii) The procurement is expected to exceed the simplified acquisition threshold [currently fixed at \$100,000 by 41 U.S.C. 403(11)] and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a brand name product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

5.11 The City will use procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and standards identified in 49 CFR Section 18.36.

5.12 Contract modifications are required for any modification in the terms of the original contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed. A contract modification shall clearly outline the changes made and determine a method of compensation. Federal Aviation Administration (F.A.A.) approval of contract modifications shall be obtained prior to beginning the work, except that in unusual circumstances the Consultant may be authorized to proceed with work prior to agreement on the amount of compensation and execution of the contract modification, provided the Federal Aviation Administration (F.A.A.) has previously approved the work and has concurred that additional compensation is warranted.

5.13 The Consultant agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

5.14 Access to Records and Reports. The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the City, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed. The Consultant shall include or cause to be included in all subcontracts, the aforementioned criteria and requirements.

5.15 Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

5.16 General Civil Rights Provisions. The Consultant agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultants from the bid solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the City or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the City or any transferee retains ownership or possession of the property.

5.17 Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

5.17.1 Compliance with Regulations: The Consultant (hereinafter includes consultants) will comply with the **Title VI (Appendix 4 of FAA Order 14.00.11, Nondiscrimination in Federally-Assisted Programs) List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

5.17.2 Non-discrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including

procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

5.17.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

5.17.4 Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5.17.5 Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the Agreement until the Consultant complies; and/or
- b. Cancelling, terminating, or suspending an Agreement, in whole or in part.

5.17.6 Incorporation of Provisions: The Consultant will include the provisions of subsections 5.17.1 through 5.17.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the City to enter into any litigation to protect the interests of the City. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

5.18 Clean Air and Water Pollution Control. Consultants and subcontractors agree:

5.18.1. That any facility to be used in the performance of the Agreement or subcontract or to benefit from the Agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

5.18.2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

5.18.3. That, as a condition for the award of this Agreement, the Consultant or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the Agreement is under consideration to be listed on the EPA List of Violating Facilities;

5.18.4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

5.19 Contract Workhours and Safety Standards Act Requirements.

5.19.1. Overtime Requirements. No consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

5.19.2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) above, the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section 5.19.1 above.

5.19.3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration or the City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work

performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime Consultant, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 5.19.2 above.

5.19.4 Subcontractors. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in subsections 5.19.1 through 5.19.4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections 5.19.1 through 5.19.4 of this section.

5.20 Certificate Regarding Debarment & Suspension (Bidder, Offeror or Proposer). By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

5.20.1 Certification Regarding Debarment and Suspension (Successful Bidder/Proposer Regarding Lower Tier Participants). The successful bidder/proposer, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

5.20.1.1 Checking the System for Award Management at website: <http://www.sam.gov>

5.20.1.2 Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.

5.20.1.3 Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment. The Consultant shall include or cause to be included in all subcontracts that exceed \$25,000, the aforementioned criteria and requirements.

5.21 Disadvantaged Business Enterprises

5.21.1 Contract Assurance (49 CFR § 26.13) – The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

5.21.2 Prompt Payment (49 CFR §26.29)– The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime Consultant receives from the City of San Diego. The prime Consultant agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of San Diego. This clause applies to both DBE and non-DBE subcontractors.

5.21.3 The Consultant shall include or cause to be included in all subcontracts, the aforementioned criteria and requirements.

5.22 Federal Fair Labor Standards Act (Federal Minimum Wage) All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

5.23 Lobbying and Influencing Federal Employees. The bidder or offeror certifies by signing and submitting this Agreement, to the best of his or her knowledge and belief, that:

5.23.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

5.23.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Consultant shall include or cause to be included in all subcontracts, the aforementioned criteria and requirements.

5.24 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970. All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

5.25 Rights to Inventions. All rights to inventions and materials generated under this Agreement are subject to requirements and regulations issued by the FAA and the City of the Federal grant under which this Agreement is executed. The Consultant shall include or cause to be included in all subcontracts, the aforementioned requirement.

5.26 Termination of Agreement.

5.26.1. The City may, by written notice, terminate this Agreement in whole or in part at any time, either for the City's convenience or because of failure to fulfill the Agreement obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as

may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the City.

5.26.2. If the termination is for the convenience of the City, an equitable adjustment in the Agreement price will be made, but no amount will be allowed for anticipated profit on unperformed services.

5.26.3. If the termination is due to failure to fulfill the Consultant's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant is liable to the City for any additional cost occasioned to the City thereby.

5.26.4. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the Consultant had not so failed, the termination will be deemed to have been effected for the convenience of the City. In such event, adjustment in the Agreement price will be made as provided in subsection 5.26.2 of this clause.

5.26.5. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

5.26.6. The Consultant shall include or cause to be included in any subcontract which exceeds \$10,000, the aforementioned criteria and requirements.

5.27 Trade Restriction Clause. The Consultant or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any agreement or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the City cancellation of the Agreement at no cost to the Government.

Further, the Consultant agrees that, if awarded an agreement resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the City if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the City cancellation of the Agreement or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Consultant shall include or cause to be included in any agreement or subcontract, the aforementioned criteria and requirements.

5.28 Texting When Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Consultant must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Consultant must include these policies in each third party subcontract involved on this project.

5.29 Veteran's Preference. In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates. This clause must be included in all agreements and subcontracts that involve labor.

5.30 Equal Opportunity Clause (41 CFR § 60-1.4, Executive Order 11246). During the performance of this Agreement, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Consultant will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

5.31 Affirmative Action Program. Consultant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or gender be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Consultant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Consultant assures that it will require its covered subconsultants to provide assurances to Consultant that they similarly will undertake affirmative action programs and that they will require assurances from their subconsultants as required by 14 CFR Part 152, Subpart E.

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. Any subcontract in excess of \$25,000.00 entered into as a result of this contract, shall contain all provisions stipulated in this contract to be applicable to the subcontractors.

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

8.7 Intellectual Property Warranty and Indemnification. Consultant represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Consultant to produce, at Consultant's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of

infringement in addition to any other remedy available to the City under law or equity. Consultant further agrees to indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services, Deliverable Materials, or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Consultant receives payment under this contract, City shall be entitled, upon written notice to Consultant, to withhold some or all of such payment.

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

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

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Real Estate Assets Department, Airports Division, 3750 John J. Montgomery Drive, San Diego, CA 92123, Attn: Wayne Reiter, MS14 and notice to the Consultant shall be addressed to: C&S Engineers, Inc., 2020 Camino del Rio N., Suite 1000, San Diego, CA 92108.

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: Michael Hotaling, Ralph Redman, Carly Shannon and Marc Champigny. [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.

JAN 10 10 30

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

9.26 Sensitive Information Authorization Acknowledgement. This Agreement is subject to the provisions set forth in Administrative Regulation Number 90.64. All consultants are required to complete the Sensitive Information Authorization Acknowledgement Form included herein as Exhibit M.

The remainder of this page has intentionally been left blank

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R - 310781, authorizing such execution, and by the C&S Engineers, Inc. pursuant to the C&S Engineers, Inc. signature authority document.

Dated this 17th day of January, 2017.

THE CITY OF SAN DIEGO
Mayor or Designee

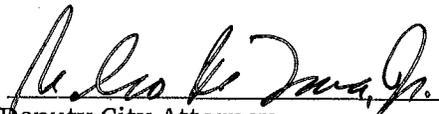
By: 
Cindy Crocker
Principal Contract Specialist
Public Works Contracts

I HEREBY CERTIFY I can legally bind C&S Engineers, Inc. and that I have read all of this Agreement and agree to the terms of this Agreement this 21st day of SEPTEMBER, 2016.

By: 
Michael Hotaling
Senior Vice President

I HEREBY APPROVE the form of the foregoing Agreement this 19th day of January, 2017.

MARA W. ELLIOTT, City Attorney

By: 
Deputy City Attorney

CONSULTANT AGREEMENT EXHIBITS

SCOPE OF SERVICES

AIRPORT MASTER PLANS FOR MONTGOMERY-GIBBS EXECUTIVE AND BROWN FIELD AIRPORTS (H166649)

The City of San Diego Airports Division (Airport or Sponsor) has contracted consultant C&S Engineers, Inc., via a Request for Proposal (RFP), to conduct Airport Master Plan studies for the two City of San Diego airports: Montgomery-Gibbs Executive Airport and Brown Field Airport. The Airport Master Plan study (Project) shall be completed in accordance with Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5070-6B, *Change 2 to Airport Master Plans*.

The major tasks to be accomplished in preparing the Project include:

1. Project Design
2. Public Involvement Program
3. Inventory, Surveys and Data Collection
4. Forecasts
5. Facility Requirements
6. Alternatives Development, Evaluation and Selection
7. Environmental Baseline Analysis
8. Airport Layout Plan
9. Financial Feasibility Analysis and Capital Financing Plan
10. Airport Recycling, Reuse and Waste Reduction Plan
11. Pavement Maintenance Management Plan
12. CEQA Documentation for Master Plan Approval
13. Documentation and Deliverables

1.0 ELEMENT 1. PROJECT DESIGN

1.1 PROJECT DEFINITION

The Consultant will draft a Work Program for Sponsor staff to review. Following Sponsor staff review, the program will be detailed and the level of effort and costs of accomplishing each will be identified. The program will include scheduling of Project activities, to include:

- Meetings and discussions with Airport staff
- Meetings and discussions with subconsultants
- Preparation of a draft study design
- Meeting with Airport staff to review the draft study design
- Prepare final Work Program

1.2 GOALS AND OBJECTIVES

The goal of the Project is to provide the framework needed to guide future airport development at Montgomery-Gibbs Executive (MYF) and Brown Field (SDM) airports that will satisfy aviation demand in a cost effective manner, while considering potential environmental and socioeconomic impacts. The Project will meet the following general objectives:

- Document the issues that the recommended alternative(s) will address.
- Justify the recommended alternative(s) through technical, economic and environmental investigation.
- Provide an effective graphic presentation of the recommended alternative(s) and anticipated land uses in the vicinity of each airport.
- Establish a realistic schedule for the implementation of the recommended alternative(s), particularly the short-term capital improvement program.

EXHIBIT A

- Propose an achievable financial plan to support the implementation schedule.
- Provide sufficient project definition and detail for subsequent environmental evaluations that may be required before a recommended alternative is approved.
- Present a plan that adequately addresses the issues and satisfies local, state and federal regulations.
- Document policies and future aeronautical demand to support municipal or local deliberations on spending, debt, land-use controls, and other policies necessary to preserve the integrity of the airport and its surroundings.
- Establish the framework for a continuing planning process. Such a process should monitor key conditions and permit changes in plan recommendations as required.

1.2.1 Other specific objectives to be addressed in this Scope include:

- To research and evaluate socioeconomic factors likely to affect the air transportation demand in the region.
- To determine the projected facility needs of airport users through the year 2036, by which to support airport development alternatives.
- To recommend improvements that will enhance each airport's safety capabilities to the maximum extent possible.
- To recommend improvements that will enhance airport capacity to the maximum extent.
- To produce current and accurate airport base maps and Airport Layout Plans.
- To establish a schedule of development priorities and a program for the improvements proposed in the Project.

- To prioritize the Airport Capital Improvement Program (ACIP) and develop a detailed financial plan.
- To develop a robust and productive public involvement throughout the planning process.

This Project will provide recommendations from which the Sponsor may take action to improve the airport and all associated services important to public needs, convenience, and economic growth. The plan will benefit all residents of the area by providing a single comprehensive plan which supports and balances continued growth of aviation activities and the environmental preservation of the surrounding environs.

1.3 ESTABLISH PROJECT SCHEDULE

The Consultant will prepare a realistic Project schedule. The Project is expected to be complete and ready to be submitted for approval within 15 months of Notice to Proceed.

1.4 ORGANIZATIONAL MEETINGS

- Six (6) on-site meeting trips shall occur over the course of the Project. Trips and meeting times will be scheduled in advance to maximize meeting opportunities. Also for budgeting purposes, each meeting trip will assume a full work day averaging 1.5 people per trip (or 12 hours): Three (3) trips will include overnight accommodations and airline travel for one person. The planned meetings are approximately broken down as follows (most of which will be combined with other meetings or project purposes).
- Client Kickoff Meeting (1): Will be scheduled immediately upon notice to proceed. Purpose is to establish the project and communication protocols, obtain critical contact information, agree on the review/approval/adoption process that will be followed, and to review the proposed work plan and schedule (including tentative meeting schedule).

- Master Plan Planning Advisory Committee Meetings (5): These are the primary method for communicating and reviewing study materials. They are intended to be informal work sessions that will follow a discussion agenda. Materials reviewed and considered by this group will range from preliminary through refined. There may be periods of Consultant presentation, but the majority of the meetings will be conducted as a round-table, open format. Airport coordination meetings will occur before and/or after the advisory committee meetings. Other meetings, such as small group meetings or information gathering sessions will also be planned for these days.

1.5 PROJECT MANAGEMENT AND QUALITY ASSURANCE

The Consultant shall manage the Project in a professional manner, will assign qualified subconsultants to the Project, and will complete efforts within the published schedule. As such, the Consultant shall conduct in-house quality control reviews of all deliverables prior to submittal to the Sponsor and other stakeholders.

2.0 ELEMENT 2. PUBLIC INVOLVEMENT PROGRAM

Over the course of the Project, the stakeholder and Public Involvement Program (PIP) will encourage information sharing and collaboration among the Sponsor, airport users and tenants, resource agencies, elected and appointed public officials, residents and the general public. During the scoping process the Consultant and Sponsor will review a comprehensive list of airport stakeholders and community interest groups from which a shorter list of appropriate participants can be developed.

2.1 DEVELOP A PUBLIC INVOLVEMENT PLAN (PIP)

The Consultant shall prepare a PIP to identify stakeholders and assess their issues of concern, expectations for participation, and the types of information they desire.

2.2 TECHNICAL ADVISORY COMMITTEE (TAC)

A Technical Advisory Committee will be established for the purpose of reviewing technical analysis at key points during the Project, providing

technical input to the study team, distributing data, and serving as a conduit between interested parties and the study team. Up to seven (7) TAC meetings shall be scheduled: 1) during Project initiation, 2) inventory, 3) forecasts, 4) facility requirements, 5) alternatives identification and analysis, 6) alternative selection and 7) recommendations. The TAC shall include both aviation and community representatives.

2.3 PUBLIC ADVISORY COMMITTEE (PAC)

Coordination with the Sponsor, along with a Planning Advisory Committee comprised of up to 12 representatives of the broader Airport stakeholders, will help in assessing and evaluating airport issues and will be a vital part of the overall project. This subtask anticipates the formation of an independent PAC comprised of two (2) members of the Airports Advisory Committee (AAC) and representatives from local Homeowner Associations, City of San Diego Planning Department, airport businesses, the FAA, CALTRANS Aeronautics, and local community interest groups. The Sponsor will organize and initiate the PAC with assistance from the Consultant. The Consultant team will work with the Sponsor to identify a group of local individuals who can serve as advisors to the Consultant and Sponsor. This group would act as a sounding board for proposed development alternatives, as well as be a conduit for information between various interest groups throughout the community. Interaction between the Consultant, Sponsor and the PAC will be essential for the review and assessment of Project information. The group will meet at regular intervals throughout the study process.

2.4 PUBLIC INFORMATION MEETINGS AND WORKSHOPS

The general public is most often unaware of the contributions an airport makes to the local economy and its infrastructure. When airport expansion is required to support future demand, the public often views expansion as a threat to safety or quality of life. It is, therefore, vital that every effort be made to keep the community informed of the planning process and the needs of the airport from the inception of the study. This work element will focus on positive communication with the public and provide a forum for their comments and concerns to be heard and addressed in a proactive manner. The

public information process includes informational workshops, a project web site, and a quarterly newsletter.

To fully engage the public, four (4) opportunities for public involvement are planned. These informational workshops will take place at decision points during the project which coincide with key decision making milestones. The informational workshop format is an open-house style where interested persons can evaluate various plan components that are set up as "information stages" and staffed by representatives who can respond to questions on an individual basis. Specific times and formats for the public information workshops will be determined as the project progresses and more information is obtained regarding local perception of the project and the airport as a whole.

The Consultant shall be responsible for preparing necessary graphics and handouts, setting up the information stations, and providing and training appropriate personnel to staff the stations. Members of the advisory committee and Airports Division personnel may also be used to staff stations, particularly if a long open-house style requiring work shifts is to be used. The Sponsor is responsible for advertising and placing appropriate notices to inform the public about the workshops, as well as securing appropriate locations in which to conduct them. Participants will be invited to provide written comments at the meeting (or to send via mail or other means).

The output of the public information process will be the continuation of the consensus-building effort with the primary purpose of informing the participants and obtaining feedback.

2.5 SPONSOR COORDINATION MEETINGS

The Consultant shall meet with and give presentations to the Sponsor, Sponsor Officials, FAA or other local groups as directed by the Sponsor. Meetings are expected to involve status reports on the study and presentations of final recommendations. Up to four (4) coordination meetings shall be budgeted over the course of the study, including meetings with the Sponsor and FAA.

2.6 INFORMATIONAL AND EDUCATIONAL MATERIALS

Deliverables associated with this element include text and graphics for use on the project website (which will be updated at milestone completions) and the production of materials and handouts to be made available at the public information workshops. The public session materials may consist of a combination of summary handouts, presentation boards, and/or presentation slide shows.

2.7 ESTABLISH AND MAINTAIN A WEBSITE

A project Website that is freely accessible to all interested parties will be developed and maintained through the study period by the Consultant to help inform the public and solicit feedback about the project. Project information will be posted on this website and used for dissemination of information related to the project. Creating a website to post working papers and draft report chapters is an effective method of communicating with advisory committee members, as well as interacting with the public. An online comment page that the public and element force members can use to communicate with the Project team will allow the team to be more accessible to the general public. The Consultant will publish the project website address on all project outreach materials.

2.7.1 Specific work elements will include:

- Develop a project specific web page that is linked to the main airport web page using the Consultant's web server. Information and updates will be provided by the Consultant and will be reviewed first by the Sponsor prior to uploading and making the information available for public accessibility.
- The Sponsor will provide input concerning web page design.
- The web page will provide summary information about the study and related information.
- Consultant will establish an on-line feedback form for use by the public and other interested parties.

2.8 PIP DELIVERABLES

2.8.1 ADVISORY COMMITTEE MATERIALS

The Consultant will prepare up to twenty (20) project workbooks for each of the advisory committee members (or other interested parties), as well as related meeting handouts, meeting notes, informational materials, etc. It is anticipated that the majority of distributions to advisory committee members will be made electronically for remote printing and that camera-ready copies will be provided to the Sponsor and made available for review upon request. Some materials having a file-size too large for electronic distribution will be sent in hard-copy format or hand-delivered at the advisory committee meetings. Most materials are intended to facilitate discussions; however, the advisory committee members will be asked to review and comment on draft deliverable items.

2.8.2 PUBLIC INFORMATION MATERIALS

Deliverables associated with this element include text and graphics for use on the project website (which will be updated at milestone completions) and the production of materials and handouts to be made available at the public information workshops. The public session materials may consist of a combination of summary handouts, presentation boards, and/or presentation slide shows.

2.8.3 PROGRAM DOCUMENTATION

Consultant will maintain documentation on the stakeholder and public involvement programs to include copies of: committee rosters, meeting announcements and advertisements, newsletters, meeting agendas, meeting minutes, and distributed/published materials. From this information, the Consultant will prepare a paper, ultimately a master plan report chapter (or appendix), summarizing the process. Specific items to be included are: types of stakeholders having interest, key stakeholder issues identified at the beginning of the process and grouped into major functional categories (e.g., facilities, business,

operational, properties, environmental, etc.), and how the issues are to be addressed. Information obtained during the public information sessions will follow a similar format.

2.8.4 PRESENTATIONS AT PUBLIC MEETINGS

The Consultant accompanied by Airport Sponsor staff shall present Project briefings to City Council, Planning Commission, Airport Land Use Commission (ALUC), Airports Advisory Committee (AAC), and Community Planning Groups, as required.

3.0 ELEMENT 3. INVENTORY, SURVEYS AND DATA COLLECTION

3.1 EVALUATE EXISTING DOCUMENTS, ONGOING STUDIES AND DATA COLLECTION

The Consultant will review existing airport planning documents to assist in developing a comprehensive base of information for the planning process. The Sponsor shall provide the Consultant with copies of any existing electronic files which may be of assistance in developing the ALP update, as well as reports or studies which contain information related to the master planning topics identified during the kick-off meeting. These may include documents such as, but not limited to the following documents:

- Airport development history
- Existing Airport Layout Plan Sets (electronic preferable)
- Electronic planimetric and topographic map files
- Electronic or printed aerial photography
- Existing Airport Master Plan Technical Reports
- Existing Exhibit "A" property map drawings and documents
- Existing environmental information (e.g., constraints map, baseline study, and written reports- EA's, etc.)

EXHIBIT A

- Noise information (e.g., INM input data, written reports, updated noise maps)
- Existing Airport Approach Protection Plans and/or Airport Zoning Ordinances
- City General Plans or relevant plan sections
- Development proposals or plans, on and off airport
- Existing business plans
- Current financial and budget data
- Historic records of utility service consumption
- Historic wind information (Consultant will obtain the most current ten (10) year data from ASOS, or from NWS/NCDC as appropriate).

Consultant may also obtain additional information from other sources, such as: the FAA, CALTRANS, and Internet searches.

Deliverables for this sub-element will include a summary list of data sources. The Consultant will use the collected data resource information for the various work elements.

3.2 AERIAL PHOTOGRAPHY, OBSTRUCTION ANALYSIS AND SURVEY

The Consultant will assemble new digital electronic color aerial photography and new topographic/planimetric and obstruction mapping of each airport and its environs in accordance with FAA Advisory Circulars 150/5300-16A, *General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey*; 150/5300-17C, *Standards for Using Remote Sensing Technologies in Airport Surveys*; and 150/5300-18B, *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards*. The Consultant will obtain Topographic and planimetric mapping of the surrounding area and aerial photography of each airport, including existing airport property, as well as the inner approach surface areas. The digital color

aerial photography will be used for base mapping and exhibits. The horizontal datum will be NAD83 and the vertical datum will be NAVD88.

The Consultant will submit a Survey Work and Quality Control Plan, as well as an Imager Acquisition Plan to the Airport Surveying - GIS Program Manager via the Airports Geographic Information System website at <http://airports-gis.faa.gov> for review and approval. Tie the airport survey to the National Spatial Reference System (NSRS) using a permanent connection processed according to AC 150/5300-16A. The survey data collected during the survey project will be formatted to allow the data to be digested directly into the FAA's Airports GIS system via the FAA's web portal.

Deliverables include new digital color aerial photography and topographic/planimetric and obstruction mapping for use in preparing base maps, Airport Layout Plan, and airspace and inner approach surface drawings.

3.3 INVENTORY AND DESCRIPTION OF EXISTING FACILITIES

The Consultant will review drawings and other documents on file with the Sponsor and will supplement the collection of existing facilities with field observations, interviews, and written surveys. From this information, the Consultant will prepare a description of existing facilities, airspace, and navigational aids. Existing and future obstructions will be reviewed through the use of Obstruction Charts prepared by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), and the Airport Layout Plan. Items to be inventoried include:

- Airside, including pavement
- Terminal
- Landside
- General Aviation
- Support
- Utilities

- Access, Circulation and Parking
- Regional Setting and Land Uses
- Commercial
- Environmental Conditions

3.4 AVIATION ACTIVITY, AIRSPACE AND AIR TRAFFIC

The Consultant shall gather air traffic activity data from all available sources for each airport, including:

- General Aviation Operations (private and corporate)
- Air Taxi
- Military
- Historical Operations, including local and itinerant splits
- Instrument Operations
- Based Aircraft
- Estimated Use (by percentage) of Each Runway
- Fleet Mix
- Airport Traffic Patterns
- Approach and Departure Procedures

Deliverables for this sub-element will include a summary of historic aircraft based at each Airport and aircraft operations, which will be used to generate the activity projections outlined in this scope of services.

3.5 FINANCIAL DATA

The Consultant shall gather documents which affect the financial management of airport operations and capital development and to confirm the structure, constraints, requirements and opportunities for financing the

master plan capital improvement program (CIP). The following documents will be used to complete subsequent elements for the Financial Analysis:

- Monthly, quarterly and annual financial reports (5 years)
- Current operating and capital budgets
- Capital improvement projects planned or in progress
- Airport use and lease agreements
- Rates and Charges
- FAA and state grant records

3.6 SOCIOECONOMIC DATA

The Consultant will obtain available statistical data on historical and forecast socioeconomic factors for the area. These factors will include, at a minimum, employment, income, and population, with emphasis placed upon the identification of specific socioeconomic characteristics of the developed areas in the local environs, as well as trends that have been established for future development and habitation, to include local CPI and Leading Economic Indicators.

3.7 PREPARE AND PRESENT INVENTORY WORKING PAPER

The Consultant shall prepare twenty-five (25) copies of a working paper covering the items outlined in the Inventory element. This working paper will become a chapter in the final report.

4.0 ELEMENT 4. FORECASTS

4.1 PREPARE GENERAL AVIATION DEMAND FORECASTS

The Consultant shall develop general aviation demand forecasts in conformance with Chapter 7 of AC 150/5070-6B using both simple and more complex methodologies, taking into consideration forecasts from other sources such as the FAA. Historical general aviation activity statistics for each airport will be organized to evaluate airport peaking characteristics and fleet

mix ratios. The methodology used in this analysis will involve a variety of techniques that will factor in national general aviation transportation statistics, local socioeconomic factors, as well as the independent airport data. Correlation analysis techniques will include relative simple graphical comparisons, as well as more complex regression analysis. A final refinement of activity forecasts will be conducted to integrate the effects of changing technology in general aviation and will result in estimates of general aviation demand for five (5), ten (10) and twenty (20) year periods, and include the following:

- Based Aircraft
- Aircraft Operations, including local and itinerant
- Fleet Mix
- Design Aircraft
- Critical Aircraft
- Peaking Characteristics
- Instrument Operations and Approaches

4.2 PREPARE AND PRESENT FORECASTS WORKING PAPER

Deliverables associated with this element will include a working paper which summarizes, with appropriate graphs, charts, maps, and drawings, the results of the forecast projections. The forecasts will also be compared to FAA's current 5 and 10 year forecasts, as presented in the FAA's Terminal Area Forecasts (TAF). The Consultant shall prepare twenty-five (25) copies of the working paper covering the items outlined in the Forecast element. Once approved by the FAA, this working paper will become a chapter in the final report.

4.3 FAA REVIEW AND APPROVAL

Since this data will become an important parameter for input into the remaining elements of the study, it will be submitted to representatives of the

airport, the FAA, and CALTRANS for review and approval before dependent tasks will be finalized.

5.0 ELEMENT 5. FACILITY REQUIREMENTS

The purpose of this study element is to convert basic capacity needs into types and volumes of actual physical facilities required to meet forecast demands in aviation activity, and to identify short-term corrective strategies for problems that demand immediate attention.

5.1 ESTABLISH AIRPORT PLANNING CRITERIA

The Consultant shall identify physical facility planning criteria for use in assessing the adequacy of various airport facilities to meet forecast demands. These criteria shall be based upon the latest FAA requirements and standards as they apply to the level of activity identified, new technology, and role of the airport. These criteria shall include dimensional standards for safety including runway length, runway separation, height restrictions, etc. In addition, these criteria shall include requirements to maintain airspace/air traffic control, including approach and runway protection zones, safety areas, and other general physical area requirements such as apron, terminal/operations, access circulation and parking, hangar and services, administrative and other airport service and support facilities.

5.2 PREPARE AIRFIELD FACILITY REQUIREMENTS

The Consultant shall determine and prepare a list of facility requirements needed to meet projected demands for each airport for existing, short-term, intermediate-term, and long-term time frames. These facility requirements will be used in later comparative evaluations and will be based upon both the airport physical planning criteria and the aviation forecasts.

Facility requirements will be developed in the form of gross areas and basic units and will be compared to those that presently exist to identify the future development items needed to maintain adequate service, function and operations of each airport. In addition, airfield design standards deficiencies will be identified and corrective actions evaluated and recommended. In

subsequent tasks, the above facility requirements will be translated into alternative plans for further evaluation in relation to established planning criteria. Facility requirements to meet aviation demand for the airfield will include, but not be limited to:

- Airport Geometry and Wind Analysis
- Airside Capacity Evaluation
- Airfield Design Standards
- Runway Length and Width
- Runway and Taxiway Pavement Strength and Maintenance
- Runway and Taxiway Markings, Lighting and Signs
- Airspace and Instrument Approach Procedures
- Airspace Obstruction Identification and Analysis
- Taxiway Design Standards
- Aircraft Hangars and Parking Aprons
- Fuel Storage and Delivery Systems
- Aircraft Wash Racks
- Fixed Base Operators
- Emergency Services
- Helicopter Facilities
- Customs Inspection Facilities

5.3 PREPARE LANDSIDE FACILITY REQUIREMENTS

Using information provided by the aviation planning criteria established under preceding tasks, the Consultant shall develop a set of facility requirements addressing the landside facilities necessary to support the airfield and its

related activity. Requirements for landside facilities include, but not be limited to:

- Airport Terminal
- Airport Access, Parking and Circulation Requirements
- Non-Aeronautical Commercial Opportunities
- Public Viewing Areas
- Airport Administration, Maintenance and Support Services
- Utilities
- Sustainability Opportunities

5.4 PREPARE AND PRESENT FACILITIES REQUIREMENTS WORKING PAPER

The Consultant shall organize background information, analysis, and findings of the facility requirements work effort and prepare a detailed working paper in narrative and graphical format. Up to twenty-five (25) copies of the working paper will be prepared for distribution.

6.0 ELEMENT 6. ALTERNATIVES DEVELOPMENT, EVALUATION AND SELECTION

Using the Facility Requirements determined under the previous element, alternative development scenarios, including the "no-build" scenario, for each airport will be identified. These scenarios will take into account the development needs of the airport to meet projected aviation demand levels, as determined in the forecasting element and meet airfield, landside, general aviation area, revenue support area and other airport capacity needs established under the demand /capacity element. Upon completion of preliminary development scenarios, a PAC meeting will be held to determine the most feasible development alternatives and the resulting concepts for development of airfield, landside, general aviation, revenue support and other airport areas will be refined. Throughout the analyses of alternatives, the highest and best use of various parcels of land will be considered when two or more functional areas may be well-applied to a specific piece of property.

6.1 IDENTIFY ALTERNATIVE DEVELOPMENT ISSUES

Based on the results of the demand /capacity relationships and the facility requirements necessary to meet those demands, the Consultant shall identify the various issues which will impact the development of alternatives for the various functional areas of the airport. This task will provide insights into the potentials for, and policies constraining the development of, specific land uses within the existing or future airport boundaries, including those areas which are unconstrained and meet current functional potential, thereby requiring no additional development.

6.2 IDENTIFY POTENTIAL AIRFIELD ALTERNATIVES

Based on airport facility requirements established in preceding elements, the Consultant shall formulate preliminary airfield development alternatives. Alternatives will be based on concepts for development within existing airport boundaries or with the expansion of airport boundaries, which show all necessary development during the planning period and beyond. This task will be conducted simultaneously with following tasks and result in a series of overall development options for the airport. The Consultant shall develop up to three (3) airfield development options, one being the "no-build" concept alternatives. For MYF, one alternative shall include a thorough investigation of eliminating the displaced threshold of Runway 28R, including an obstruction survey.

6.3 IDENTIFY POTENTIAL LANDSIDE ALTERNATIVES

Based on airport facility requirements established in preceding elements, the Consultant shall formulate preliminary landside development alternatives. These alternatives will be based on concepts for development within existing airport boundaries, which show all necessary development during the planning period and beyond. The Consultant shall develop up to three (3) landside development options, one being the "no-build" concept alternatives.

6.4 EVALUATE AND SELECT PREFERRED ALTERNATIVES

Based on the information developed during the study, as well as comments provided by the PAC members, a single recommended concept for development of each airport facilities will be prepared. The recommendation

for the most prudent and feasible development concept will become the basis for the development of airport plans, costs, and scheduling. Updated noise contours shall be included with the selected preferred alternatives.

6.5 PREPARE AND PRESENT ALTERNATIVES WORKING PAPER

A working paper describing the various airfield and landside development alternatives will be prepared for submission to the PAC for review and comment. The working paper will detail the analysis involved in the assessment of the alternatives and outline the advantages and disadvantages of each to enable the logical and systematic evaluation of each alternative concept. Up to twenty-five (25) copies of the working paper will be prepared for distribution.

7.0 ELEMENT 7. ENVIRONMENTAL BASELINE ANALYSIS

The purpose of the Environmental Baseline Analysis is to generally identify and, in the case of noise and air quality, quantify the potential environmental effects associated with the implementation of the recommended development plan. The level of environmental review in the baseline analysis is intended to identify key environmental issues that will be required to evaluate airport development alternatives. The environmental baseline information developed in this task will provide the basis for the Environmental Overview chapter of the Master Plan report.

7.1 DATA COLLECTION AND FIELD RECONNAISSANCE

The Consultant shall collect available environmental inventories and reports prepared for each airport as the result of past studies or construction projects.

7.2 AGENCY COORDINATION

The Consultant will contact appropriate responsible/reviewing agencies, informing them of the master plan study, projected activity, and potential development anticipated and request preliminary review and comment. The method of initial contact will utilize an informational form letter. Any responses received will be filed and summarized in the environmental overview chapter of the master plan report.

7.3 BASELINE STUDY REPORT AND ENVIRONMENTAL CONSTRAINTS MAP

The Consultant will develop an annotated white paper report describing environmental "baseline" conditions. The environmental baseline report will be based on the information collected previously. Information contained in the white paper will be used to evaluate airport development alternatives and create an Environmental Constraints Map, which will graphically depict the "baseline" conditions. This element is critical to the development of the "Environmental Overview" chapter of the Project.

7.4 ENVIRONMENTAL OVERVIEW CHAPTER

The Environmental Overview chapter will identify the anticipated level of environmental review required for the various components of the recommended development plan to comply with the National Environmental Policy Act (NEPA). The chapter will include a summary-level discussion regarding the purpose and need for the recommended development plan. It will also identify potential environmental effects associated with the recommended airport development plan in terms of the categories of impact defined in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, and FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions*.

8.0 ELEMENT 8. AIRPORT LAYOUT PLAN (ALP)

The purpose of this study element is to prepare a new set of airport plans for each airport. All plans shall be prepared in a format which complies with the content contained within FAA's current guidelines for the preparation of an airport layout plan, as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans* (October 1, 2013), and which is readily acceptable to the FAA and can be utilized by the Sponsor staff in carrying out implementation. The Airport Property Map, Exhibit A, shall be updated in conformance with the guidelines outlined in FAA Airports ARP SOP 3.00, *Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps* (October 1, 2013). All plans will be produced utilizing AutoCAD software. The AutoCAD drawings, in a version acceptable to the Sponsor, will be a deliverable item to the Sponsor at the completion of this

project. The airport plans will be included as an appendix in the Final Master Plan documents.

8.1 AIRPORT LAYOUT PLAN SET

The ALP set will consist of the following sheets:

- Cover sheet
- Airport Layout Drawing
- Data sheet
- Facilities layout plan
- Terminal area plan
- Airspace drawing
- Inner portion of the approach drawings
- On-airport land-use drawing
- Off-airport land-use drawing
- Airport property map, Exhibit A
- Runway departure surface drawings
- Utility drawing
- Airport access plan

8.2 PREPARE DRAFT ALP AND DRAFT ALP DRAWING SET

The Consultant shall prepare a "Draft" ALP drawing set for submission to the Sponsor, and subsequent comprehensive agency review by FAA and CALTRANS. The ALP Drawing Set will be prepared in conformance with FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans* (October 1, 2013). Drawings will be a minimum size of 24" x 36". CALTRANS and FAA reviews will be concurrent. Drawings will be submitted with, or prior to, publication of the Draft Master Plan report.

8.3 PREPARE FINAL ALP AND FINAL ALP DRAWING SET

The Consultant shall revise the Draft Airport Layout Plans and Drawings prepared in Task 8.2 to reflect comments received from the LAX-ADO review. Upon approval from the Sponsor, the Consultant shall provide the revised full ALP drawing sets to the Sponsor for signature. The Sponsor will forward the signed drawings to the LAX-ADO for final approval.

8.4 PREPARATION AND DELIVERY OF HARD AND ELECTRONIC FILES

8.4.1 FULL-SIZE DRAFT ALP SETS

One (1) complete draft ALP drawing set up to six (6) ALP drawings will be provided to the LAX-ADO for its review. One (1) complete draft ALP drawing set will be submitted to CALTRANS for its review. The Sponsor will be provided with up to five (5) complete ALP drawing sets for its review, circulation and comment.

8.4.2 HALF-SIZE DRAFT ALP SETS

Two (2) half-size draft ALP drawing sets will be provided to the Sponsor for convenience and reference.

8.4.3 COMPLETED ALP CHECKLIST

Consultant will complete the ALP checklist and submit to the Sponsor for inclusion in the draft plan submission to the FAA.

8.4.4 DRAFT ELECTRONIC FILES

Adobe Acrobat files of the draft plans and a Word file containing a sample transmittal letter, which can be edited by the Sponsor for use in transmitting the draft sets to the FAA.

8.4.5 WRITTEN COMMENT RESPONSES TO FAA REVIEW COMMENTS

The Consultant will provide the Sponsor with written responses for all written comments received by the FAA as a result of their review within fifteen (15) days of receipt by the Consultant. The responses will describe the proposed course of action to be taken with respect to each

comment. The Sponsor and FAA will verify the appropriateness of the responses or identify a preferred or required action. Once agreed upon, the Consultant will make appropriate revisions to the final plans for signature. The FAA will sign and return one of the approved plans for the Sponsor's record.

8.4.6 FULL-SIZE FINAL ALP SETS

Four (4) final ALP drawing sets and one (1) final ALP drawing will be submitted for LAX-ADO review and signature approval. The Sponsor will receive five (5) complete final ALP drawing sets for internal use and circulation. The FAA will return two (2) signed ALP drawing sets to the Sponsor. The Sponsor will forward one (1) signed ALP drawing set to CALTRANS.

8.4.7 HALF-SIZE FINAL ALP SETS

Two (2) half-size draft ALP drawing sets will be provided to the Sponsor for convenience and reference.

8.4.8 ELECTRONIC FILES

The Consultant will provide electronic files containing the ALP plan sets in both AutoCAD and Adobe Acrobat file format. Consultant will also submit a draft Word letter which can be edited by the Sponsor for use in transmitting the final plans to FAA for signature.

9.0 ELEMENT 9. FINANCIAL FEASIBILITY ANALYSIS AND CAPITAL FINANCING PLAN

The financial feasibility element will demonstrate the Sponsor's ability to fund the projects that have been assessed and recommended in the study.

9.1 EVALUATE AIRPORT FINANCIAL STRUCTURE AND PERFORMANCE

- Identify potential funding sources for each year of the master plan (20-year planning horizon)
- Analyze historical cash flow, incomes, operating expenses and capital expenses

- Analyze historical Airport fund efficiency, liquidity, and indebtedness
- Assess rates and charges
- Analyze the airports system business model
- Analyze operating revenue and expenses, and capital funding
- Analyze Airports Enterprise Fund stability
- Identify revenue generating opportunities

9.2 PREPARE CAPITAL FINANCING PLAN AND SCHEDULE

- Develop a capital project list, associated project costs, and project cost schedules
- Develop reasonable assumptions for base and low funding plans – federal funding, state grants, and other government agency grants
- Develop projections of base airport operating revenues, expenses and other obligations
- Incorporate revenues, expenses and obligations associated with Master Plan projects
- Estimate impact of Master Plan projects on key financial variables

9.3 CONDUCT AIRPORT ECONOMIC IMPACT ANALYSIS (NOT ELIGIBLE FOR AIP FUNDING AS PART OF THE PROJECT APPROVAL)

The Consultant shall prepare an Economic Impact Analysis, which will focus on to the following:

1. Identifying any unique local area economic issues, and
2. Providing airport economic benefit information to the public.

The analysis will help to increase the public's understanding of the economic benefits of aviation and the contribution of Montgomery-Gibbs Executive and Brown Field to San Diego and the local community. It will also serve to highlight the economic benefits of aviation and the role of aviation in

supporting economic development of the City by discussing the following two economic components associated with each airport:

- Measuring the magnitude of economic activity in terms of estimating the jobs and dollars of business sales and income that occurs in the local or regional economy due to each airport. These efforts will cover airport and aviation-related activities, businesses that rely on airport access or on airport visitor spending, indirect effects on their suppliers and induced effects of worker spending. It will also acknowledge non-quantified community service functions of each airport.
- Quantifying other benefits of airport improvements on economic development. Focuses on improving the competitiveness of the local and state economy for creating, attracting and expanding business into the future, and on the creation of higher paying, better quality jobs, and “family wage” jobs for San Diego area residents.

9.4 PREPARE FINANCIAL FEASIBILITY ANALYSIS AND CAPITAL FINANCE PLAN WORKING PAPER AND ECONOMIC IMPACT REPORT

The Consultant shall prepare twenty-five (25) copies of a working paper covering the items outlined in this element. This working paper will become a chapter in the final report.

10.0 ELEMENT 10. AIRPORT RECYCLING, REUSE AND WASTE REDUCTION PLAN

Per September 30, 2014, Guidance on Airport Recycling, Reuse, and Waste Reduction Plans

10.1 PREPARE AIRPORT RECYCLING, REUSE AND WASTE REDUCTION PLAN AND REPORT

The Consultant shall prepare a solid waste recycling plan for each airport which meets the requirements of Section 133 of the *FAA Modernization and Reform Act of 2012* (FMRA), ensuring that the Master Plan addresses issues related to solid waste recycling at each airport. Consistent with Section 133, an airport master plan must address issues relating to solid waste recycling, including:

- The feasibility of solid waste recycling at the airport
- Minimizing the generation of solid waste at the airport
- Operations and Maintenance requirements
- A review of waste management contracts
- The potential for cost savings or the generation of revenue

11.0 ELEMENT 11. PAVEMENT MAINTENANCE MANAGEMENT PLAN (PMMP)

11.1 PAVEMENT MANAGEMENT PROGRAM (PMP)

The Consultant shall prepare a PMP for each airport in accordance with AC 150/5380-7B, *Airport Pavement Management Program (PMP)*, which will include the following:

- Inventory
- Structure
- Maintenance and Rehabilitation (M&R) History
- Pavement Condition Data
- Traffic Data
- Predict Current and Future Pavement Condition Index (PCI)
- Determine Optimum M&R Plans and Budget Requirements
- Formulate and Prioritize M&R Projects
- Prepare PMP reports

11.2 DETERMINE PAVEMENT CONDITION NUMBER (PCN) VALUE

The Consultant shall evaluate and determine the Pavement Classification Number (PCN) values, per AC 150/5335-5C, *Standardized Method of Reporting Airport Pavement Strength – PCN*.

12.0 ELEMENT 12. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

DOCUMENTATION FOR MASTER PLAN APPROVAL

(Not expected to be eligible for AIP funding as part of the Project approval)

The Consultant shall provide a detailed description of the environmental study efforts required to comply with CEQA. The objective of the Environmental Review and Documentation is to provide the Sponsor, community, and public officials with proper guidance regarding CEQA environmental documentation for the future development as outlined in the Airport Master Plan. Coordination between the Sponsor, CALTRANS, FAA, environmental agencies, and the Consultant will be essential to bringing together all facts and data relevant to the project and to developing a mutual agreement regarding the extent of the required CEQA environmental documentation.

12.1 INITIAL STUDY

The Consultant shall prepare an Initial Study, including a narrative and graphic per the Sponsor's guidance, as the basis for the Sponsor's determination whether the Master Plan qualifies for a Negative Declaration (ND), a Mitigated Negative Declaration (MND), or will require the preparation of an Environmental Impact Report (EIR). Utilizing the aviation forecasts developed under Element 4 the Consultant will identify potential operational issues associated with the alternatives, and prepare an assessment of biological, wetland, noise, traffic, and air quality impacts. The air quality emissions will be determined using the most current version of the EPA-approved Emissions Dispersion Modeling System. (Note: a dispersion analysis is specifically not proposed under this task; should a dispersion analysis be required, it will be prepared under the Special Studies subtask. In addition, additional environmental studies may be required to support adoption of a Mitigated Negative Declaration, as well as preparation of an EIR. It is not possible to determine the scope or nature of such additional studies at this time.)

12.2 DETERMINE ENVIRONMENTAL DOCUMENTATION

The Consultant shall assist the Sponsor in determining and distributing the Initial Study and any Notice of Determination (for Negative Declaration or Mitigated Negative Declaration) or Notice of Preparation (for Environmental

Impact Report), and prepare fifty (50) copies of the combined Initial Study and Notice of Determination or Notice of Preparation.

12.3 ADDITIONAL ENVIRONMENTAL DOCUMENTATION

This task allows for the preparation of an EIR for the Master Plan as determined under Task 12.2. The EIR document may be focused to address a limited number of potentially significant impacts, as may have been identified in the Initial Study. The final scope of services and cost for this task will be based on negotiations between the Sponsor and the Consultant.

12.4 SPECIAL STUDIES

During the course of the preparation of the Initial Study, consideration of the required CEQA documentation, or preparation of an EIR (should either prove necessary), the need for special studies may be identified. These may potentially include a biological assessment, air emissions dispersion analysis, aesthetics analysis, socioeconomic (demographics) analysis, and traffic analysis. This section of the Scope is intended to accommodate the preparation of these special studies, should they be required. Prior to initiation of any of these studies, the Consultant will notify the Sponsor, providing justification for work to be performed and a statement of reasonable cost to allow the Sponsor to evaluate the need for the special study and its necessity. Subsequent to this determination, the Consultant will obtain the written authorization of the Sponsor prior to proceeding with each study. The final scope of services and cost for each special study prepared under this task will be based on negotiations between the Sponsor and the Consultant.

13.0 ELEMENT 13. DOCUMENTATION AND DELIVERABLES

This element consists of preparing records and documentation of the master planning process. Documentation comprises meeting minutes, working papers, technical reports and brochures.

13.1 MEETING MINUTES

The Consultant shall take meeting minutes at all meetings related to the Project and record meeting attendees.

13.2 WORKING PAPERS

The Consultant shall prepare working papers to document the technical analysis and conclusions reached at key points in the master planning process. All working papers shall be delivered to the Sponsor in electronic format. Working papers will be revised for incorporating into the Master Plan Technical Report at the end of the master planning process. Twenty five (25) copies of the Master Plan Technical Report and 100 Flash Drives will be provided to the Sponsor for distribution.

13.3 TECHNICAL REPORTS

The Consultant shall prepare technical reports to provide an illustrative, readable and user-friendly report that can be easily understood by the general public. Where appropriate, color graphics and other illustrative techniques shall be used. Documentation of back-up technical analyses will be in the form of technical appendices.

13.4 SUMMARY BROCHURES

The Consultant shall prepare graphically-orientated summary brochures for the Master Plan Study and Economic Impact Analysis. The brochures will be delivered to the Sponsor in electronic format and designed to be printed on two-sided 11 x 17 brochure stock, with either a bi-fold or tri-fold. Draft brochures shall be submitted to the Sponsor for approval prior to printing. The Consultant shall deliver up to 500 copies of the brochures to the Sponsor for distribution.

13.5 DRAFT FINAL MASTER PLAN

Upon completion of a review of all draft working papers and the incorporation of appropriate revisions, the Consultant shall submit up to thirty (30) copies of the draft final plan to the Sponsor for review.

13.6 FINAL MASTER PLAN REPORT

Upon completion of review of the draft final report and the incorporation of appropriate revisions, the Consultant shall print up to forty (40) color copies

EXHIBIT A

of the Final Master Plan for submittal to the Sponsor. In addition, computer disk(s) containing the Master Plan text and exhibits and airport plans drawing files will be provided to the Sponsor.

END OF SCOPE OF SERVICES

COMPENSATION AND FEE SCHEDULE

Fee Proposal
Airport Master Plans for
Montgomery—Gibbs Executive Airport and Brown Field Airport
C&S Engineers, Inc.

Task No.	Task Name	Hours	Hourly Rate	Cost	Direct Costs	Total Cost
1	Project Design					
	Project Manager	272	@ \$280.00	\$76,160.00		
	MYF Study Manager	336	@ \$149.09	\$50,094.24		
	SDM Study Manager	300	@ \$114.23	\$34,269.00		
	QA/QC Manager	98	@ \$213.62	\$20,934.76		
	PMMP Leader		@ \$249.23	\$0.00		
	Principal Engineer		@ \$195.82	\$0.00		
	Principal Planner		@ \$184.70	\$0.00		
	Senior Proj. Planner		@ \$136.48	\$0.00		
	LUMS Principal		@ \$140.93	\$0.00		
	Project Engineer		@ \$115.71	\$0.00		
	GIS Analyst		@ \$86.04	\$0.00		
	Planner		@ \$86.04	\$0.00		
	Staff Planner		@ \$80.11	\$0.00		
	Graphic Arist		@ \$125.00	\$0.00		
	Administrative Assist.	48	@ \$54.89	\$2,634.72		
	Atkins					
	Katz & Associates					
	Woolpert					
	HMMH					
	SCST					
	Helix					
	QED					
	ADE					
	C&S Direct Expenses				\$4,720.00	
	Task 1.0 Totals			\$184,092.72	\$4,720.00	\$188,812.72

EXHIBIT B

Public Involvement						
2	Program					
	Project Manager	116	@	\$280.00	\$32,480.00	
	MYF Study Manager	132	@	\$149.09	\$19,679.88	
	SDM Study Manager	112	@	\$114.23	\$12,793.76	
	QA/QC Manager		@	\$213.62	\$0.00	
	PMMP Leader		@	\$249.23	\$0.00	
	Principal Engineer		@	\$195.82	\$0.00	
	Principal Planner		@	\$184.70	\$0.00	
	Senior Proj. Planner		@	\$136.48	\$0.00	
	LUMS Principal		@	\$140.93	\$0.00	
	Project Engineer		@	\$115.71	\$0.00	
	GIS Analyst		@	\$86.04	\$0.00	
	Planner	24	@	\$86.04	\$2,064.96	
	Staff Planner	24	@	\$80.11	\$1,922.64	
	Graphic Arist	24	@	\$125.00	\$3,000.00	
	Administrative Assist.	24	@	\$54.89	\$1,317.36	
	Atkins					\$28,060.00
	Katz & Associates					\$91,095.00
	Woolpert					\$0.00
	HMMH					\$25,790.00
	SCST					\$0.00
	Helix					\$22,760.00
	QED					\$5,240.00
	ADE					\$4,490.00
	C&S Direct Expenses					\$0.00
	Task 2.0 Totals				\$73,258.60	\$177,435.00 \$250,693.60

EXHIBIT B

**Inventory, Surveys and
3 Data Collection**

Project Manager	16	@	\$280.00	\$4,480.00		
MYF Study Manager	96	@	\$149.09	\$14,312.64		
SDM Study Manager	100	@	\$114.23	\$11,423.00		
QA/QC Manager	8	@	\$213.62	\$1,708.96		
PMMP Leader		@	\$249.23	\$0.00		
Principal Engineer		@	\$195.82	\$0.00		
Principal Planner		@	\$184.70	\$0.00		
Senior Proj. Planner		@	\$136.48	\$0.00		
LUMS Principal		@	\$140.93	\$0.00		
Project Engineer	12	@	\$115.71	\$1,388.52		
GIS Analyst	64	@	\$86.04	\$5,506.56		
Planner	85	@	\$86.04	\$7,313.40		
Staff Planner	98	@	\$80.11	\$7,850.78		
Graphic Arist		@	\$125.00	\$0.00		
Administrative Assist.	8	@	\$54.89	\$439.12		
Atkins						\$15,360.00
Katz & Associates						\$0.00
Woolpert						\$261,300.00
HMMH						\$0.00
SCST						\$0.00
Helix						\$20,115.00
QED						
ADE						\$4,800.00
C&S Direct Expenses						\$0.00
Task 3.0 Totals				\$54,422.98	\$301,575.00	\$355,997.98

EXHIBIT B

4 Forecasts

Project Manager	56	@	\$280.00	\$15,680.00		
MYF Study Manager	112	@	\$149.09	\$16,698.08		
SDM Study Manager	112	@	\$114.23	\$12,793.76		
QA/QC Manager	48	@	\$213.62	\$10,253.76		
PMMP Leader		@	\$249.23	\$0.00		
Principal Engineer		@	\$195.82	\$0.00		
Principal Planner		@	\$184.70	\$0.00		
Senior Proj. Planner	48	@	\$136.48	\$6,551.04		
LUMS Principal		@	\$140.93	\$0.00		
Project Engineer		@	\$115.71	\$0.00		
GIS Analyst		@	\$86.04	\$0.00		
Planner	84	@	\$86.04	\$7,227.36		
Staff Planner	84	@	\$80.11	\$6,729.24		
Graphic Arist		@	\$125.00	\$0.00		
Administrative Assist.	8	@	\$54.89	\$439.12		
Atkins					\$0.00	
Katz & Associates					\$0.00	
Woolpert					\$0.00	
HMMH					\$0.00	
SCST					\$0.00	
Helix					\$0.00	
QED					\$0.00	
ADE					\$0.00	
C&S Direct Expenses					\$0.00	
Task 4.0 Totals				\$76,372.36	\$0.00	\$76,372.36

EXHIBIT B

5 Facility Requirements

Project Manager	18	@	\$280.00	\$5,040.00	
MYF Study Manager	68	@	\$149.09	\$10,138.12	
SDM Study Manager	68	@	\$114.23	\$7,767.64	
QA/QC Manager	18	@	\$213.62	\$3,845.16	
PMMP Leader		@	\$249.23	\$0.00	
Principal Engineer		@	\$195.82	\$0.00	
Principal Planner		@	\$184.70	\$0.00	
Senior Proj. Planner		@	\$136.48	\$0.00	
LUMS Principal		@	\$140.93	\$0.00	
Project Engineer		@	\$115.71	\$0.00	
GIS Analyst	8	@	\$86.04	\$688.32	
Planner		@	\$86.04	\$0.00	
Staff Planner		@	\$80.11	\$0.00	
Graphic Arist		@	\$125.00	\$0.00	
Administrative Assist.		@	\$54.89	\$0.00	
Atkins					\$29,650.00
Katz & Associates					
Woolpert					
HMMH					
SCST					
Helix					
QED					
ADE					
C&S Direct Expenses					
Task 5.0 Totals				\$27,479.24	\$29,650.00
					\$57,129.24

EXHIBIT B

Alternatives Development, Evaluation and Selection						
6	Project Manager	16	@	\$280.00	\$4,480.00	
	MYF Study Manager	104	@	\$149.09	\$15,505.36	
	SDM Study Manager	104	@	\$114.23	\$11,879.92	
	QA/QC Manager	8	@	\$213.62	\$1,708.96	
	PMMP Leader		@	\$249.23	\$0.00	
	Principal Engineer		@	\$195.82	\$0.00	
	Principal Planner	36	@	\$184.70	\$6,649.20	
	Senior Proj. Planner	8	@	\$136.48	\$1,091.84	
	LUMS Principal	24	@	\$140.93	\$3,382.32	
	Project Engineer	40	@	\$115.71	\$4,628.40	
	GIS Analyst	36	@	\$86.04	\$3,097.44	
	Planner	80	@	\$86.04	\$6,883.20	
	Staff Planner	60	@	\$80.11	\$4,806.60	
	Graphic Arist		@	\$125.00	\$0.00	
	Administrative Assist.		@	\$54.89	\$0.00	
	Atkins					\$18,720.00
	Katz & Associates					
	Woolpert					
	HMMH					
	SCST					
	Helix					\$6,540.00
	QED					\$51,340.00
	ADE					
	C&S Direct Expenses					
	Task 6.0 Totals			\$64,113.24	\$76,600.00	\$140,713.24

EXHIBIT B

Environmental Baseline			
7 Analysis			
Project Manager	@	\$280.00	\$0.00
MYF Study Manager	8 @	\$149.09	\$1,192.72
SDM Study Manager	8 @	\$114.23	\$913.84
QA/QC Manager	@	\$213.62	\$0.00
PMMP Leader	@	\$249.23	\$0.00
Principal Engineer	@	\$195.82	\$0.00
Principal Planner	@	\$184.70	\$0.00
Senior Proj. Planner	@	\$136.48	\$0.00
LUMS Principal	@	\$140.93	\$0.00
Project Engineer	@	\$115.71	\$0.00
GIS Analyst	@	\$86.04	\$0.00
Planner	@	\$86.04	\$0.00
Staff Planner	@	\$80.11	\$0.00
Graphic Arist	@	\$125.00	\$0.00
Administrative Assist.	@	\$54.89	\$0.00
Atkins			\$18,420.00
Katz & Associates			
Woolpert			
HMMH			\$73,280.00
SCST			
Helix			\$38,005.00
QED			
ADE			
C&S Direct Expenses			
Task 7.0 Totals		\$2,106.56	\$129,705.00
			\$131,811.56

EXHIBIT B

8 Airport Layout Plan

Project Manager	12	@	\$280.00	\$3,360.00	
MYF Study Manager	64	@	\$149.09	\$9,541.76	
SDM Study Manager	64	@	\$114.23	\$7,310.72	
QA/QC Manager	32	@	\$213.62	\$6,835.84	
PMMP Leader		@	\$249.23	\$0.00	
Principal Engineer		@	\$195.82	\$0.00	
Principal Planner		@	\$184.70	\$0.00	
Senior Proj. Planner	360	@	\$136.48	\$49,132.80	
LUMS Principal		@	\$140.93	\$0.00	
Project Engineer		@	\$115.71	\$0.00	
GIS Analyst	16	@	\$86.04	\$1,376.64	
Planner	270	@	\$86.04	\$23,230.80	
Staff Planner	16	@	\$80.11	\$1,281.76	
Graphic Arist		@	\$125.00	\$0.00	
Administrative Assist.	32	@	\$54.89	\$1,756.48	
Atkins					\$47,540.00
Katz & Associates					
Woolpert					
HMMH					
SCST					
Helix					
QED					
ADE					
C&S Direct Expenses					
Task 8.0 Totals				\$103,826.80	\$47,540.00
					\$151,366.80

EXHIBIT B

**Financial Feasibility
Analysis and Capital**

9 Financing Plan

Project Manager	8	@	\$280.00	\$2,240.00	
MYF Study Manager		@	\$149.09	\$0.00	
SDM Study Manager		@	\$114.23	\$0.00	
QA/QC Manager	8	@	\$213.62	\$1,708.96	
PMMP Leader		@	\$249.23	\$0.00	
Principal Engineer		@	\$195.82	\$0.00	
Principal Planner		@	\$184.70	\$0.00	
Senior Proj. Planner		@	\$136.48	\$0.00	
LUMS Principal		@	\$140.93	\$0.00	
Project Engineer		@	\$115.71	\$0.00	
GIS Analyst		@	\$86.04	\$0.00	
Planner		@	\$86.04	\$0.00	
Staff Planner		@	\$80.11	\$0.00	
Graphic Arist		@	\$125.00	\$0.00	
Administrative Assist.		@	\$54.89	\$0.00	
Atkins					\$40,530.00
Katz & Associates					
Woolpert					
HMMH					
SCST					
Helix					
QED					
ADE					\$23,480.00
C&S Direct Expenses					
Task 9.0 Totals				\$3,948.96	\$64,010.00
					\$67,958.96

EXHIBIT B

**Airport Recycling, Reuse
and Waste Reduction**

10 Plan

Project Manager		@	\$280.00	\$0.00	
MYF Study Manager		@	\$149.09	\$0.00	
SDM Study Manager	40	@	\$114.23	\$4,569.20	
QA/QC Manager		@	\$213.62	\$0.00	
PMMP Leader		@	\$249.23	\$0.00	
Principal Engineer		@	\$195.82	\$0.00	
Principal Planner		@	\$184.70	\$0.00	
Senior Proj. Planner		@	\$136.48	\$0.00	
LUMS Principal		@	\$140.93	\$0.00	
Project Engineer		@	\$115.71	\$0.00	
GIS Analyst		@	\$86.04	\$0.00	
Planner	20	@	\$86.04	\$1,720.80	
Staff Planner	64	@	\$80.11	\$5,127.04	
Graphic Arist		@	\$125.00	\$0.00	
Administrative Assist.		@	\$54.89	\$0.00	
Atkins					
Katz & Associates					
Woolpert					
HMMH					
SCST					
Helix					
QED					
ADE					
C&S Direct Expenses				\$2,000.00	
Task 10.0 Totals			\$11,417.04	\$2,000.00	\$13,417.04

EXHIBIT B

11 Pavement Management and Maintenance Plan

Project Manager	@	\$280.00	\$0.00	
MYF Study Manager	@	\$149.09	\$0.00	
SDM Study Manager	@	\$114.23	\$0.00	
QA/QC Manager	@	\$213.62	\$0.00	
PMMP Leader	8 @	\$249.23	\$1,993.84	
Principal Engineer	@	\$195.82	\$0.00	
Principal Planner	@	\$184.70	\$0.00	
Senior Proj. Planner	@	\$136.48	\$0.00	
LUMS Principal	@	\$140.93	\$0.00	
Project Engineer	@	\$115.71	\$0.00	
GIS Analyst	@	\$86.04	\$0.00	
Planner	@	\$86.04	\$0.00	
Staff Planner	@	\$80.11	\$0.00	
Graphic Arist	@	\$125.00	\$0.00	
Administrative Assist.	@	\$54.89	\$0.00	
Atkins				\$123,000.00
Katz & Associates				
Woolpert				
HMMH				
SCST				\$12,250.00
Helix				
QED				
ADE				
C&S Direct Expenses				
Task 11.0 Totals			\$1,993.84	\$135,250.00
				\$137,243.84

EXHIBIT B

**California Environmental
Quality Act (CEQA)
Documentation for Master**

12 Plan Approval

Project Manager	4	@	\$280.00	\$1,120.00		
MYF Study Manager	32	@	\$149.09	\$4,770.88		
SDM Study Manager	48	@	\$114.23	\$5,483.04		
QA/QC Manager		@	\$213.62	\$0.00		
PMMP Leader		@	\$249.23	\$0.00		
Principal Engineer		@	\$195.82	\$0.00		
Principal Planner		@	\$184.70	\$0.00		
Senior Proj. Planner		@	\$136.48	\$0.00		
LUMS Principal		@	\$140.93	\$0.00		
Project Engineer		@	\$115.71	\$0.00		
GIS Analyst		@	\$86.04	\$0.00		
Planner	28	@	\$86.04	\$2,409.12		
Staff Planner	28	@	\$80.11	\$2,243.08		
Graphic Arist		@	\$125.00	\$0.00		
Administrative Assist.	4	@	\$54.89	\$219.56		
Atkins						
Katz & Associates						
Woolpert						
HMMH					\$59,820.00	
SCST						
Helix					\$48,980.00	
QED						
ADE						
C&S Direct Expenses						
Task 12.0 Totals				\$16,245.68	\$108,800.00	\$125,045.68

EXHIBIT B

13 Documentation and Deliverables

Project Manager	24	@	\$280.00	\$6,720.00	
MYF Study Manager	56	@	\$149.09	\$8,349.04	
SDM Study Manager	56	@	\$114.23	\$6,396.88	
QA/QC Manager	20	@	\$213.62	\$4,272.40	
PMMP Leader		@	\$249.23	\$0.00	
Principal Engineer		@	\$195.82	\$0.00	
Principal Planner		@	\$184.70	\$0.00	
Senior Proj. Planner		@	\$136.48	\$0.00	
LUMS Principal		@	\$140.93	\$0.00	
Project Engineer		@	\$115.71	\$0.00	
GIS Analyst	30	@	\$86.04	\$2,581.20	
Planner	60	@	\$86.04	\$5,162.40	
Staff Planner	100	@	\$80.11	\$8,011.00	
Graphic Arist	12	@	\$125.00	\$1,500.00	
Administrative Assist.	96	@	\$54.89	\$5,269.44	
Atkins					
Katz & Associates					
Woolpert					
HMMH					
SCST					
Helix					
QED					
ADE					
C&S Direct Expenses				\$13,560.00	
Task 13.0 Totals			\$48,262.36	\$13,560.00	\$61,822.36
Total by Firm					
C&S Engineers, Inc.					\$687,820.38
Atkins					\$321,280.00
Katz & Associates					\$91,095.00
Woolpert					\$261,300.00
HMMH					\$158,890.00
SCST					\$12,250.00
Helix					\$136,400.00
QED					\$56,580.00
ADE					\$32,770.00
Total Project Cost					\$1,758,385.38

TIME SCHEDULE

Project Schedule Airport Master Plans Montgomery-Gibbs Executive and Brown Field Airports																			
Element No.	Element Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	Project Design	K	A			A		A			A	A							
2	Public Involvement Program	T/C	T/P		C	T		T/P	C		T/P	T/C	P		T				
3	Inventory, Surveys and Data Collection																		
4	Aviation Forecasts																		
5	Facility Requirements																		
6	Alternatives Development, Evaluation and Selection																		
7	Environmental Baseline Analysis																		
8	Airport Layout Plan (ALP)																		
9	Financial Feasibility Analysis and Capital Financing Plan																		
10	Airport Recycling, Reuse and Waste Reduction Plan																		
11	Pavement Maintenance Management Program																		
12	California Environmental Quality Act (CEQA)																		
13	Documentation and Deliverables												A		D				F

K - Kickoff Meeting	P - Public Meeting
A - AMPAC Briefing	A - Administrative Draft Master Plan
T - TAC/PAC Meeting	D - Draft Master Plan
C - Sponsor Coordination Meeting	F - Final Master Plan

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

I. City’s Equal Opportunity Commitment.....1

II. Nondiscrimination in Contracting Ordinance1

III. Equal Employment Opportunity Outreach Program2

IV. Maintaining Participation Levels3

V. Definitions.....4

VI. Certification5

VII. List of Attachments.....5

 AA. Disclosure of Discrimination Complaints6

 BB. Work Force Report.....10

 CC. Subcontractors List.....11

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. **Maintaining Participation Levels.**

- i. Consultants are required to achieve and maintain the DBE participation levels throughout the duration of the goods, services, or consultant contract.
- ii. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the DBE participation for which the bid discount or additional points were awarded. The City must approve in writing the reduction in DBE participation levels.
- iii. 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 DBE subcontractor.

- iv. Consultant's failure to maintain DBE 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.

VI. Definitions.

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

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

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

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

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

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

Local Business Enterprise (LBE): a firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California, that has been in operation for 12 consecutive

months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

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

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

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

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

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

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

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

VII. Certifications.

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

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

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

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

Current certification by the City of Los 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

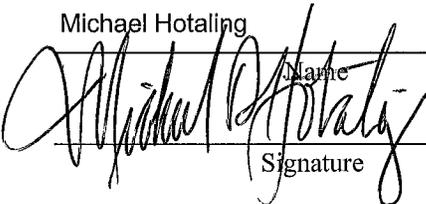
As part of its proposal, the Design Professional must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Design Professional in a legal or administrative proceeding alleging that Design Professional discriminated against its employees,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

CHECK ONE BOX ONLY.

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
7/13/12	Syracuse, NY	Age discrimination in employment act charge filed with EEOC by former employee	N	Closed	Because no cause to conclude C&S violated the law, EEOC closed its file on 1/7/13
1/5/07	San Diego, CA	Employment discrimination - Title VII charge filed with EEOC	N	Closed	Settlement agreement signed 3/15/07

Design Professional Name C&S Engineers, Inc.

Certified By Michael Hotaling Title Senior Vice President
 Signature
 Date 9/21/16

USE ADDITIONAL FORMS AS NECESSARY



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

WORK FORCE REPORT

ADMINISTRATIVE

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: C&S Engineers, Inc.

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 499 Col. Eileen Collins Blvd.

City Syracuse County Onondaga State NY Zip 13212

Telephone Number: (315) 455-2000 FAX Number: (315) 455-9667

Name of Company CEO: John Trimble

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

Address: 2020 Camino del Rio N., Suite 1000

City San Diego County San Diego State CA Zip 92108

Telephone Number: (619) 296-9373 FAX Number: (619) 296-5683 Email: mhotaling@cscos.com

Type of Business: Planning, engineering Type of License: Engineering

The Company has appointed: John Spina

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: 499 Col. Eileen Collins Blvd, Syracuse, NY 13212

Telephone Number: (315) 455-2000 FAX Number: (315) 455-9667 Email: jspina@cscos.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 C&S Engineers, Inc.

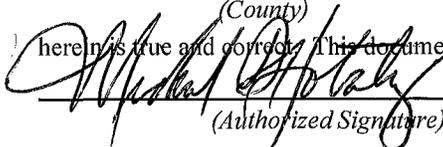
(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 21st day of September, 2016.


 (Authorized Signature)

Michael Hotaling

(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: C&S Engineers, Inc. DATE: 4/11/16
 OFFICE(S) or BRANCH(ES): San Diego, CA; Rochester, NY; Orlando, FL; Syracuse, NY; Cleveland, OH; Tulsa, OK; Albany, NY COUNTY: _____

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

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

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

See Attached EEO-1 Forms

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

Totals Each Column						1						4		
--------------------	--	--	--	--	--	---	--	--	--	--	--	---	--	--

Grand Total All Employees 237

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

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – NAME OF FIRM: C&S Engineers, Inc. DATE: 9/21/16

OFFICE(S) or BRANCH(ES): San Diego, CA COUNTY: San Diego

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

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

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

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

Totals Each Column	1	1	1	2	1	1					10	2		
--------------------	---	---	---	---	---	---	--	--	--	--	----	---	--	--

Grand Total All Employees 19

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

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – NAME OF FIRM: C&S Engineers, Inc. DATE: 9/21/16

OFFICE(S) or BRANCH(ES): Los Angeles, CA COUNTY: Los Angeles

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

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

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

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

Totals Each Column												2		
--------------------	--	--	--	--	--	--	--	--	--	--	--	---	--	--

Grand Total All Employees 2

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

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – NAME OF FIRM: C&S Engineers, Inc. DATE: 9/21/16

OFFICE(S) or BRANCH(ES): Tulsa, OK COUNTY: Tulsa

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

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

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

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

Totals Each Column									1					
--------------------	--	--	--	--	--	--	--	--	---	--	--	--	--	--

Grand Total All Employees 1

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

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – NAME OF FIRM: C&S Engineers, Inc. DATE: 9/21/16

OFFICE(S) or BRANCH(ES): Orlando, FL COUNTY: Orange

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

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

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

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

Totals Each Column	1											9	4	
--------------------	---	--	--	--	--	--	--	--	--	--	--	---	---	--

Grand Total All Employees 16

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

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – NAME OF FIRM: C&S Engineers, Inc. DATE: 9/21/16

OFFICE(S) or BRANCH(ES): Rochester, NY COUNTY: Monroe

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

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

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

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

Totals Each Column											4	1		
--------------------	--	--	--	--	--	--	--	--	--	--	---	---	--	--

Grand Total All Employees

5

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

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – NAME OF FIRM: C&S Engineers, Inc. DATE: 9/21/16

OFFICE(S) or BRANCH(ES): Albany, NY COUNTY: Albany

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

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

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

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

Totals Each Column												2		
--------------------	--	--	--	--	--	--	--	--	--	--	--	---	--	--

Grand Total All Employees 2

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

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS

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

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

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

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

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

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

Services

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

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Atkins, 3570 Carmel Mountain Rd #300, San Diego, CA 92130	Inventory, forecasts, facility requirements, alternatives development, environmental, ALP, financial planning, pavement	19%	OBE	
Harris Miller Miller & Hanson, 8880 Cal Center Drive Suite 430 Sacramento, CA 95826	Noise analyses, renewable energy	11%	DBE	Caltrans
Woolpert, 16427 North Scottsdale Road, Suite 410, Scottsdale, AZ 85254	ALP	15%	OBE	
Applied Development Economics, 100 Pringle Ave., Suite 560, Walnut Creek, CA 94596	Financial feasibility analysis	2%	OBE	
Katz & Associates, 5440 Morehouse Drive, Suite 1000, San Diego, CA 92121	Public outreach	6%	OBE	
SCST, 6280 Riverdale Street, San Diego, CA 92120	Pavement management	1%	DVBE	DGS
Helix Environmental Planning, 7578 El Cajon Boulevard, Suite 200, La Mesa, CA 91942	CEQA documentation	9%	OBE	
QED, 7578 El Cajon Boulevard, Suite 200, La Mesa, CA 91942	Terminal procedures	3%	OBE	

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

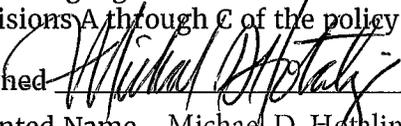
CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Airport Master Plans for Montgomery-Gibbs
Executive and Brown Field Airports

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:

C&S Engineers, Inc.
Name under which business is conducted

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

Signed 
Printed Name Michael D. Hotaling
Title Senior Vice President
Date September 21, 2016

CITY OF SAN DIEGO
Consultant Performance Evaluation

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

Section I

1. PROJECT DATA	2. CONSULTANT DATA																									
1a. Project (title, location): 1b. Brief Description: 1c. Budgeted Cost: \$ _____ WBS/IO: _____	2a. Name and address of Consultant: 2b. Consultant's Project Manager: _____ Phone: (____) _____																									
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.): _____	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" style="text-align: center;">4e. Key Design Phase Completion Dates:</th> <th style="text-align: center;">Final Construction</th> </tr> <tr> <th style="text-align: center;">% of Design Phase Completion</th> <th style="text-align: center;">%</th> <th style="text-align: center;">%</th> <th style="text-align: center;">100%</th> <th></th> </tr> </thead> <tbody> <tr> <td>Agreed Delivery Date:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>Est. Completion: _____</td> </tr> <tr> <td>Actual Delivery Date:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>Actual Completion: _____</td> </tr> <tr> <td>Acceptance of Plans/Specs.:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td></td> </tr> </tbody> </table>	4e. Key Design Phase Completion Dates:				Final Construction	% of Design Phase Completion	%	%	100%		Agreed Delivery Date:	_____	_____	_____	Est. Completion: _____	Actual Delivery Date:	_____	_____	_____	Actual Completion: _____	Acceptance of Plans/Specs.:	_____	_____	_____	
4e. Key Design Phase Completion Dates:				Final Construction																						
% of Design Phase Completion	%	%	100%																							
Agreed Delivery Date:	_____	_____	_____	Est. Completion: _____																						
Actual Delivery Date:	_____	_____	_____	Actual Completion: _____																						
Acceptance of Plans/Specs.:	_____	_____	_____																							
5. Construction Support 5a. Contractor _____ Phone (____) _____ (name and address) 5b. Superintendent _____																										
5c. Notice to Proceed _____ (date) 5d. Working days _____ (number) 5e. Actual Working days _____ (number)	5f. Change Orders: Errors/Omissions _____ % of const. cost \$ _____ Unforeseen Conditions _____ % of const. cost \$ _____ Changed Scope _____ % of const. cost \$ _____ 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-Built Compliance with Contract & Budget Responsiveness to City Staff 6b. Overall Rating _____	<table style="width:100%; text-align: center;"> <thead> <tr> <th style="width: 33%;">Excellent</th> <th style="width: 33%;">Satisfactory</th> <th style="width: 33%;">Poor</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>	Excellent	Satisfactory	Poor	<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"/>													
Excellent	Satisfactory	Poor																								
<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"/>																								
7. AUTHORIZING SIGNATURES																										
7a. Project Manager _____ Date _____	7b. Section Head _____ Date _____																									

Section II					SPECIFIC RATING				
DESIGN EVALUATION	EXCELLENT	SATISFACTORY	POOR	N/A	CONSTRUCTION SUPPORT EVALUATION	EXCELLENT	SATISFACTORY	POOR	N/A
Plans/Specifications accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drawing reflect existing conditions	<input type="checkbox"/>	<input type="checkbox"/>	<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	EXCELLENT	SATISFACTORY	POOR	N/A	Resolution of Field problems	<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"/>	Value Engineering Analysis	<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 _____	_____		

(*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:

Airport Master Plans for Montgomery Field and Brown Field Airports.

B. BIDDER/PROPOSER INFORMATION:

C&S Engineers, Inc.

Legal Name	DBA
<u>2020 Camino del Rio N.</u>	<u>CA</u>
Street Address	City
<u>San Diego</u>	<u>92108</u>
State	Zip
<u>(916) 296-9373</u>	<u>(916) 296-5683</u>
Contact Person, Title	Phone
<u>Michael Hotaling, Sr. Vice President</u>	<u>(916) 296-5683</u>
	Fax

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

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

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

Yes No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation Date incorporated: 04 / 23 / 29 State of incorporation: New York

List corporation's current officers: President: John Trimble
 Vice Pres: Michael Hotaling, John Spina, Robert Duclos, Orrin MacMurray
 Secretary: Matthew Wenham
 Treasurer: Maureen Clegg

Is your firm a publicly traded corporation? Yes No

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

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

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

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

List names of all firm partners:

Sole Proprietorship Date started: ___/___/___

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

Joint Venture Date formed: ___/___/___

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes No

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

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

Yes No

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

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

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

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

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

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

Name of Bank: M&T Bank

Point of Contact: Lynn Knittel

Address: 101 S. Salina St., Syracuse, NY 13202

Phone Number: (315) 424-5054

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: March Joint Powers Authority

Contact Name and Phone Number: Gary Gosliga, (951) 656-7000

Contact Email: gosliga@marchjpa.com

Address: 23555 Meyer Dr. Riverside, CA 92518

Contract Date: April 2009—ongoing term contract

Contract Amount: Varies

Requirements of Contract: Planning, environmental, engineering

Company Name: Los Angeles County DPW—Aviation

Contact Name and Phone Number: Richard Smith, (626) 300-4615

Contact Email: rsmith@ladpw.org

Address: 900 South Fremont Ave. A-9 East, Alhambra, CA 91803

Contract Date: 2011—ongoing term contract

Contract Amount: Varies

Requirements of Contract: Planning and engineering

Company Name: San Diego County Airports
Contact Name and Phone Number: Peter Drinkwater, (619) 956-4800
Contact Email: Peter.Drinkwater@sdcountry.ca.gov
Address: 1960 Joe Crosson Dr., El Cajon, CA 92020
Contract Date: 2099-ongoing term contract
Contract Amount: Up to \$1 million
Requirements of Contract: Planning and engineering

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: Atkins
Contact Name and Phone Number: Darin Larson, (239) 334-7275
Contact Email: darin.larson@atkinglobal.com
Address: 3570 Carmel Mountain Rd #300, San Diego, CA 92130
Contract Date: January 18, 2016
Sub-Contract Dollar Amount: 19% of total contract
Requirements of Contract: N/A

What portion of work will be assigned to this subcontractor: Inventory, forecasts, facility requirements, alternatives development, environmental, ALP, financial planning, pavement

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: Harris Miller Miller & Hanson
Contact Name and Phone Number: Eugene Reindel, (916) 368-0707
Contact Email: ereindel@hmmh.com
Address: 8880 Cal Center Drive Suite 430 Sacramento, CA 95826
Contract Date: N/A
Sub-Contract Dollar Amount: 11% of total contract
Requirements of Contract: N/A

What portion of work will be assigned to this subcontractor: Noise analyses, renewable energy

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: Not Applicable

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

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.

Michael Hotaling
Senior Vice President
Name and Title


Signature

9/21/16

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.

Company Name: Woolpert
Contact Name and Phone Number: Kevin Shirer, (480) 696-2435
Contact Email: Kevin.Shirerwoolpert@gmail.com
Address: 16427 North Scottsdale Road, Suite 410, Scottsdale, AZ 85254
Contract Date: N/A

Sub-Contract Dollar Amount: 15% of total contract

Requirements of Contract: N/A

What portion of work will be assigned to this subcontractor: ALP

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

Company Name: Applied Development Economics (ADE)
Contact Name and Phone Number: Peter Cheng, (925) 934-8712
Contact Email: pcheng@adeusa.com
Address: 100 Pringle Ave., Suite 560, Walnut Creek, CA 94596
Contract Date: N/A

Sub-Contract Dollar Amount: 2% of total contract

Requirements of Contract: N/A

What portion of work will be assigned to this subcontractor: Financial feasibility analysis

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

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.

Michael Hotaling
Senior Vice President

Print Name, Title



Signature

09/21/16

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.

Company Name: Katz & Associates
Contact Name and Phone Number: Sara Katz, (858) 452-0031 X367
Contact Email: skatz@katzandassociates.com
Address: 5440 Morehouse Drive, Suite 1000, San Diego, CA 92121
Contract Date: N/A

Sub-Contract Dollar Amount: 6% of total contract

Requirements of Contract: N/A

What portion of work will be assigned to this subcontractor: Public Outreach

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

Company Name: SCST
Contact Name and Phone Number: Emil Rudolph, (619) 280-4321
Contact Email: erudolph@scst.com
Address: 6280 Riverdale Street, San Diego, CA 92120
Contract Date: N/A

Sub-Contract Dollar Amount: 1% of total contract

Requirements of Contract: N/A

What portion of work will be assigned to this subcontractor: Pavement management

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

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.

Michael Hotaling
Senior Vice President



09/21/16

Print Name, Title

Signature

Date

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

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

Company Name: Helix Environmental Planning
Contact Name and Phone Number: Michael Schwerin, (619) 462-1515
Contact Email: mikes@helixepi.com
Address: 7578 El Cajon Boulevard, Suite 200, La Mesa, CA 91942
Contract Date: N/A

Sub-Contract Dollar Amount: 9% of total contract

Requirements of Contract: N/A

What portion of work will be assigned to this subcontractor: CEQA documentation, environmental baseline assessment

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

Company Name: QED
Contact Name and Phone Number: Ron Price, (904) 310-6220
Contact Email: qedron@aol.com
Address: 58 Laurel Oak Road, Amelia Island, FL 32034
Contract Date: N/A

Sub-Contract Dollar Amount: 3% of total contract

Requirements of Contract: N/A

What portion of work will be assigned to this subcontractor: Terminal procedures

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

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.

Michael Hotaling
Senior Vice President

Print Name, Title



Signature

09/21/16

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&r_id=/legal/regs/18701.htm

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

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

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

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

EXHIBIT H

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: Real Estate Assets / Airports Division
- 2. Name of Specific Consultant & Company: Cand S Engineers, Inc.
Suite 1000
- 3. Address, City, State, ZIP: 2020 Camino del Rio N. San Diego, CA
92108
- 4. Project Title (as shown on 1472, "Request for Council Action")
Airport Master Plan Studies for Montgomery-Gibbs Executive Airport and Brown Field Airport (H166649)
- 5. Consultant Duties for Project:
Airport master plan studies

6. Disclosure Determination [select applicable disclosure requirement]:

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

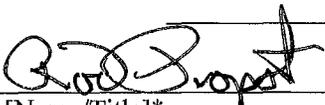
- or -

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

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

- or -

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

By: 
[Name/Title]*

14 DEC 2016
[Date]

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

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.

CALIFORNIA LABOR CODE

EXISTING LAW

' 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

AMENDMENT

' 1720. Public works; use of public funds

As used in this chapter, "public works" means:

- (a) Construction, alteration, demolition, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this subdivision, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
- (b) Work done for irrigation, utility, reclamation, and improvement districts, and other districts of this type. "public works" shall not include the operation of the irrigation or drainage system of any irrigation or reclamation district, except as used in Section 1778 relating to retaining wages.
- (c) Street sewer, or other improvement work done under the direction and supervision or by the authority of any officer or public body of the state, or of any political subdivision or district thereof, whether the political subdivision or district operates under a freeholder's charter or not.
- (d) The laying of carpet done under a building lease-maintenance contract and paid for out of public funds. (e) The laying of carpet in a public building done under contract and paid for in whole or in part out of public funds.
- (f) Public transportation demonstration projects authorized pursuant to Section 143 of the Streets and Highways Code.

(Amended by Stats.1989, c. 278, ' 1, eff. Aug. 7, 1989; Stats.2000, c. 881 (S.B.1999), ' 1.)

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.

C&S Engineers, Inc.

Name of Firm

Signature of Authorized Representative

Michael D. Hotaling

Printed/Typed Name

September 21, 2016

Date

CONSULTANT CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Airport Master Plans for Montgomery--Gibbs Executive and Brown Field Airports

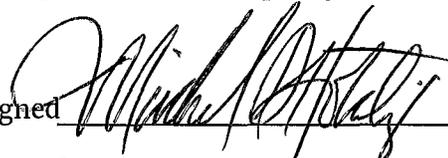
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in Article IV, "ADA Certification", of the Agreement, and that;

C&S Engineers, Inc.

(Name under which business is conducted)

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

Signed



Printed Name Michael D. Hotaling

Title Senior Vice President

**Sensitive Information
Authorization Acknowledgement**

CITY OF SAN DIEGO
 Sensitive Information Authorization Acknowledgement Form – City Contractors/Vendors

Authorized Person (City Contractor/Vendor requesting authorized access to Sensitive Information):

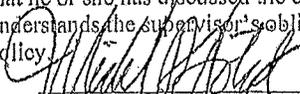
Name (Printed)	eMail Address	Network (AD) Login/User ID
Michael D. Hotaling	mhotaling@cscos.com	N/A
Company/Organization		Contractor/Vendor Office Phone
C&S Engineers, Inc.		(619) 819-2272
City Department (managing contract)		Contractor/Vendor Office FAX
Real Estate Assets/Airports Division		(619) 296-5683
City Contract Manager's Name (Printed)	City Contract Manager's Phone	City Contract Manager's Mail Sta
Wayne Reiter	858 573-1436	14

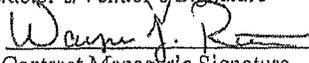
Policy Summary (pertinent excerpts from City Administrative Regulation 90.64):

- 4.1 Sensitive Information shall be maintained in a confidential manner and access restricted to only employees or individuals properly authorized by his or her Appointing Authority and approved by the Information/Data Owner, based on verified business needs to have access to such information and/or in compliance with specific legal requirements.
- 4.3 Authorization to access or use Sensitive Information shall be based on a functional role (job duties) and not linked directly with a specific individual, such that when an authorized person's job duties no longer require access to or use of Sensitive Information, the ability to access or use such information shall be revoked. At no time shall a contractor's or vendor's access to Sensitive Information extend beyond the termination of the authorizing contract, and such access shall be revoked as soon as the duties requiring access or use have ended, regardless of the end date of the contract.
- 4.5 Authorized Persons shall access or use Sensitive Information only for its intended purpose for which it was obtained and maintained by the City of San Diego. An employee or individual authorized to access or use Sensitive Information shall sign an Authorization Acknowledgement Form stating he or she has read, understands, and agrees to abide by this policy.
- 4.7 Violation of this policy, either by unauthorized persons accessing or attempting to access Sensitive Information, or by Authorized Persons accessing or using Sensitive Information for other than its intended purpose or beyond the scope of their duties, may result in disciplinary action, up to and including termination of employment, and also subject the violating individual(s) to personal liability without the option of City legal defense. In the case of contractors or vendors, violation of this policy will be considered a breach of contract and appropriate actions taken on that basis. If deemed necessary, information regarding employee, volunteer, contractor or vendor violation of this policy may be referred to the appropriate agency for any civil and/or criminal action, as applicable.

Acknowledgement

By signing below, the above City Contractor/Vendor acknowledges that he or she understands that the Terms and Conditions of the underlying City Contract contain the provisions of the full policy stated above, and he or she agrees to comply with such contract provisions. City Contractor/Vendor understands that this form will be kept on file with the underlying contract documents in the City Purchasing & Contracting Department, and that he or she may receive a copy, if requested. The City Contract Manager acknowledges that he or she has discussed the contract Terms and Conditions related to this policy with the above Contractor/Vendor and understands the supervisor's obligations regarding the Contractor's/Vendor's access to the City's Sensitive Information under this policy.


 Contractor's/Vendor's Signature


 City Contract Manager's Signature

September 21, 2016
 Date Signed

22 December 2016
 Date Signed

CITY OF SAN DIEGO
ADMINISTRATIVE REGULATION

SUBJECT PROTECTION OF SENSITIVE INFORMATION AND DATA	Number 90.64	Issue 1	Page 1 of 10
	Effective Date July 1, 2009		

1. PURPOSE

- 1.1 To establish a policy to ensure the confidentiality and protection of Sensitive Information against unauthorized use; to establish procedures to control access to Sensitive Information so that it is only accessible by authorized persons; and to establish safeguards to ensure the appropriate use of Sensitive Information by authorized persons.
- 1.2 To define responsibility and procedures for granting authorized persons access to Sensitive Information.
- 1.3 To define processes by which access to Sensitive Information is administered and to develop control points in compliance with City policy.

2. SCOPE

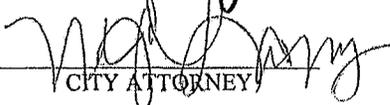
- 2.1 This policy applies to all City employees in all City departments, including independent departments as authorized by the signing authorities below; and to City volunteers, contractors, vendors, and other individuals granted access to Sensitive Information under the City's control; and to all employees, contractors, and vendors of San Diego Data Processing Corporation (SDDPC) granted and/or having access to Sensitive Information by the nature of their support or service functions.
- 2.2 This policy and procedures apply to all Sensitive Information created, owned, stored, managed or under the control of the City of San Diego, regardless of the media which contains the Sensitive Information, including but not limited to paper, microfilm, microfiche or any analog or digital format.
- 2.3 Nothing in this Administrative Regulation supersedes any stricter requirement(s) set by other authorities (i.e., local, state, and/or federal laws, rules or regulations), such as obtaining or retaining employment in a law enforcement agency; nor does this Administrative Regulation supersede any applicable, stricter rules, regulations or policies that affect access to or use of Sensitive Information. In such cases, the department head must ensure implementation or application of any such superseding rules, regulations or policies include adequately strong internal controls over Sensitive Information.

Authorized


MAYOR


PERSONNEL DIRECTOR


CITY CLERK


CITY ATTORNEY

CITY OF SAN DIEGO
ADMINISTRATIVE REGULATION

SUBJECT	Number 90.64	Issue 1	Page 2 of 10
PROTECTION OF SENSITIVE INFORMATION AND DATA	Effective Date July 1, 2009		

3. DEFINITIONS

- 3.1 "Appointing Authority" means an unclassified, management-level position designated by the department head or higher who has the authority to grant permission for an employee or individual to be authorized for access to Sensitive Information.
- 3.2 "Authorized Person" means an employee or other individual who is granted permission to access or use Sensitive Information by an Appointing Authority, as approved by the Information/Data Owner, at the type and the level of access to the specific information required for the performance of his or her job duties.
- 3.3 "Authorization Acknowledgment Form" is the City's official form used to request and authorize an individual's access to or use of Sensitive Information (see Appendix). This form will be available on the City's Intranet site (CityNet) on the 'Forms' page.
- 3.4 "Information/Data Owner" means the department head or designee who is the primary recipient or manager of particular Sensitive Information or who has the responsibility to oversee the collection, maintenance or management of such information or data. There will only be one defined Information/Data Owner for any particular source of data; although other departments may collect and/or access the data. An Information/Data Owner may also be an Appointing Authority, as defined in Section 3.1 above.
- 3.5 "Level of Access" refers to the amount of Sensitive Information for which access is granted for any specific category or type of Sensitive Information, such as full access to all information related to a particular category or document, or limited access to only specific pieces of information (i.e., certain fields in a database) required for the performance of valid job duties.
- 3.6 "Personal Identifying Information" shall include information listed in California Penal Code Section 530.55(b), as amended (Sept. 2006), which reads, in pertinent part:
- (a) "Person" means a natural person, living or deceased, firm, association, organization, partnership, business trust, company, corporation, limited liability company, or public entity, or any other legal entity.
- (b) "Personal Identifying Information" means any name, address, telephone number, health insurance number, taxpayer identification number, school identification number, state or federal driver's license, or identification number, social security number ... professional or occupational number, mother's maiden name, demand deposit account number, savings account number, checking account number, PIN (personal identification number) or password, alien registration number, government passport number, date of birth, unique biometric data including fingerprint, facial scan identifiers, voiceprint, retina or

CITY OF SAN DIEGO
ADMINISTRATIVE REGULATION

SUBJECT	Number 90.64	Issue 1	Page 3 of 10
PROTECTION OF SENSITIVE INFORMATION AND DATA	Effective Date July1, 2009		

iris image, or other unique physical representation, unique electronic data including information identification number assigned to the person, address or routing code, telecommunication identifying information or access device, information contained in a birth or death certificate, or credit card number of an individual person, or an equivalent form of identification.

3.7 For the purpose of this policy, "Sensitive Information" shall mean:

3.7.1 Personal Identifying Information (as defined above), also including debit card number of an individual person, and where home/personal address and telephone number are included and work/office address and telephone number are excluded (i.e., the City Directory is not considered Sensitive Information); and

3.7.2 Any information that is possessed by the City of San Diego which is not subject to the California Public Records Act (refer to Administrative Regulation 95.20), and which may be used for other than the intended purpose of such information, to cause harm to or otherwise jeopardize the City of San Diego or any individual, or used in violation of any local, state or federal law (for example the Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

3.8 "Sensitive Information Custodian" is the person who manages the physical or computer-based access to Sensitive Information; for example an office manager or records manager who controls access to locked file rooms/cabinets, or a computer systems administrator who manages the creation of user accounts and passwords to provide specific access to particular data. A Sensitive Information Custodian may also be an Information/Data Owner, as defined in Section 3.4 above.

3.9 "Type of Access" refers to the following: (a) Read Only, (b) Write/Create, (c) Edit/Modify, and (d) Delete.

4. GENERAL POLICY

4.1 Sensitive Information shall be maintained in a confidential manner and access restricted to only employees or individuals properly authorized by his or her Appointing Authority and approved by the Information/Data Owner, based on verified business needs to have access to such information and/or in compliance with specific legal requirements.

4.2 Contractors and vendors or other non-City employees who are authorized to access or use Sensitive Information, shall be required to enter into agreements stating that the individuals specified for this access and their employing Contractor/Vendor agree to be contractually bound by the terms and conditions of this policy, including personal liability, as part of their contract or agreement prior to being granted access to Sensitive Information.

CITY OF SAN DIEGO
ADMINISTRATIVE REGULATION

SUBJECT PROTECTION OF SENSITIVE INFORMATION AND DATA	Number 90.64	Issue 1	Page 4 of 10
	Effective Date July 1, 2009		

- 4.3 Authorization to access or use Sensitive Information shall be based on a functional role (job duties) and not linked directly with a specific individual, such that when an authorized person's job duties no longer require access to or use of Sensitive Information, the ability to access or use such information shall be revoked. At no time shall a contractor's or vendor's access to Sensitive Information extend beyond the termination of the authorizing contract, and such access shall be revoked as soon as the duties requiring access or use have ended, regardless of the end date of the contract.
- 4.4 The Information/Data Owner shall specify the type and the level of access that should be assigned to various functional roles that require access to the Sensitive Information based on an employee's or individual's job requirements.
- 4.5 Authorized Persons shall access or use Sensitive Information only for its intended purpose for which it was obtained and maintained by the City of San Diego. An employee or individual authorized to access or use Sensitive Information shall sign an Authorization Acknowledgement Form stating he or she has read, understands, and agrees to abide by this policy.
- 4.6 As a standard IT security measure, Authorized Persons shall not share their User ID and/or password with anyone else, and shall not have their User ID and/or password written down in any unsecured location (e.g., anywhere around their work location). "Generic" User IDs shall not be used for system access to Sensitive Information; each Authorized Person must use an assigned, unique User ID that is directly linked with the user's name. As a standard physical security measure, Authorized Persons shall not share their building or facility access key card or key(s) with anyone else, nor shall they allow access into secured areas by unauthorized persons.
- 4.7 Violation of this policy, either by unauthorized persons accessing or attempting to access Sensitive Information, or by Authorized Persons accessing or using Sensitive Information for other than its intended purpose or beyond the scope of their duties, may result in disciplinary action, up to and including termination of employment, and also subject the violating individual(s) to personal liability without the option of City legal defense. In the case of contractors or vendors, violation of this policy will be considered a breach of contract and appropriate actions taken on that basis. If deemed necessary, information regarding employee, volunteer, contractor or vendor violation of this policy may be referred to the appropriate agency for any civil and/or criminal action, as applicable.
- 4.8 Appointing Authorities shall review the list of their employees, contractors or other individuals who they have designated as Authorized Persons with access to Sensitive Information, at least semi-annually, to ensure continued authorization is warranted and to update (add, delete or modify) the authorization list appropriately.

CITY OF SAN DIEGO
ADMINISTRATIVE REGULATION

SUBJECT	Number 90.64	Issue 1	Page 5 of 10
PROTECTION OF SENSITIVE INFORMATION AND DATA	Effective Date July1, 2009		

- 4.9 Information/Data Owners shall verify and document semi-annually that the Appointing Authorities performed a thorough review of authorized users in compliance with this policy (Section 4.8), by comparing the Appointing Authority's report with a list of individuals currently authorized to access the Sensitive Information over which the Information/Data Owner has control and authority. For internal control purposes, to maintain segregation of duties, this verification must be performed by someone other than the Appointing Authority who submitted the semi-annual review of Authorized Persons. All discrepancies shall be reported back to the impacted Appointing Authority for appropriate corrective action. Information/Data Owners shall retain records of such reviews and actions for the period of time set within the citywide or departmental Records Retention Schedule as approved by the City Clerk.
- 4.10 Sensitive Information stored in City computer systems shall be secured and maintained in accordance with applicable provisions of the Information Security Guidelines and Standards, as amended.
- 4.11 Sensitive Information stored in paper or other non-digital formats shall have appropriate physical security, and access to such information shall also comply with Administrative Regulation 95.10 for validating the identity of the individual requesting authorized access.
- 4.12 Upon the discovery of any breach of the protection of Sensitive Information through the accidental, inadvertent or purposeful release of such information to any unauthorized persons, the person discovering such breach should immediately notify the Information/Data Owner or their Appointing Authority, and, if the information was stored on City computer systems, also notify the Information Security Manager in the Department of Information Technology.
- 4.12.1 Depending on the nature and scope of such breach and release of information, additional notifications must comply with applicable state and federal regulations.
- 4.12.2 The Information/Data Owner, in coordination with the Information Security Manager from the Department of Information Technology (if applicable), should immediately take whatever steps are deemed necessary to stop any further breach of the protected information and to minimize any potential or actual losses or damages to the City of San Diego.

CITY OF SAN DIEGO
ADMINISTRATIVE REGULATION

SUBJECT PROTECTION OF SENSITIVE INFORMATION AND DATA	Number 90.64	Issue 1	Page 6 of 10
	Effective Date July 1, 2009		

5. PROCEDURES

Responsibility

Action

5.1. Supervisor

When an employee's, volunteer's or contractor's job duties require access to or use of Sensitive Information, the immediate supervisor will complete an Authorization Acknowledgment Form. In addition, the supervisor must ensure that the proper system access/account request form and process is followed for the specific computer system where the Authorized Person needs access, specifying the nature of the job duties and the level and type of access or use requested. The supervisor will ensure the accuracy and completeness of information on the forms. After obtaining the employee's signature, the acknowledgement and request forms will be routed to the Appointing Authority for approval. Likewise, when an employee's, volunteer's or contractor's job duties change such that access to or use of Sensitive Information is no longer needed, the immediate supervisor will notify both the Appointing Authority and the Information/Data Owner, as soon as possible (no more than five (5) business days).

5.2. Authorized Person (employee, volunteer, contractor, vendor or other individual being authorized for access)

Any person being given access to Sensitive Information must sign the Authorization Acknowledgement Form stating he or she has read, understands, and agrees to comply with this policy for access or use and protection of such information. A copy of the final, approved form shall be kept in the employee's departmental personnel file, as the Appointing Authority's record; or for volunteers, on file with the department where assigned; or for a contractor, on file with the contract manager.

5.3. Department Appointing Authority

The Appointing Authority having management control over the employee, volunteer, contractor,

CITY OF SAN DIEGO
ADMINISTRATIVE REGULATION

SUBJECT PROTECTION OF SENSITIVE INFORMATION AND DATA	Number 90.64	Issue 1	Page 7 of 10
	Effective Date July 1, 2009		

Responsibility

Action

vendor or other individual seeking authorization to access Sensitive Information, shall review the Authorization Acknowledgement and system access/account request forms for appropriateness of the job functions for the type and level of access requested while considering appropriate segregation of duties, and ensure the forms are signed by both the individual and supervisor. The Appointing Authority will sign either approval or denial of the request, providing the reasons for any denial, and route the approved request form to the appropriate Information/Data Owner(s), or route a denied form back to the supervisor. Appointing Authorities shall maintain a copy of all authorization forms they approve, including those for non-City employees (i.e., volunteers and contractors). Any changes reported in the job duties of Authorized Persons which require a change in the access to or use of Sensitive Information must be immediately communicated to the Information/Data Owner to initiate the appropriate change in access. The semi-annual reviews should take place in May and November each year. The Appointing Authority will submit documentation of each review to the Information/Data Owner and these records will be retained by the department for the period of time set by the citywide or departmental Records Retention Schedule as approved by the City Clerk.

5.4. Information/Data Owner (owner of the information, regardless of its format or mechanism of access, [i.e., computerized system, hard copy file, etc.]

The Information/Data Owner for each different source of Sensitive Information covered by an approved access request form will review each request to ensure the type and level of access requested is appropriate for the job functions of the individual seeking access. Upon confirmation of the business need to have access to Sensitive Information, the Information/Data Owner will sign approval to grant access, and

CITY OF SAN DIEGO
ADMINISTRATIVE REGULATION

SUBJECT PROTECTION OF SENSITIVE INFORMATION AND DATA	Number 90.64	Issue 1	Page 8 of 10
	Effective Date July1, 2009		

Responsibility

Action

- | | |
|--|---|
| <p>5.5. Sensitive Information Custodian (Administrator of the format and/or mechanism of access [i.e., computerized system or hard copy file] for the given information)</p> | <p>may modify the type or level of access granted, as he or she deems necessary and appropriate, in consultation with the requesting Appointing Authority. The Information/Data Owner will initiate any further actions necessary to grant access to the Authorized Person (such as any computer system access processes). Information/Data Owners will maintain a list of individuals currently authorized access to their Sensitive Information and provide such list to the appropriate Appointing Authority for semi-annual review at the end of April and October each year.</p> |
| <p>5.6. Department of Information Technology</p> | <p>The Authorized Person's access to the identified Sensitive Information will be set up following the established procedures either in the IT Security Guidelines and Standards for access to electronic or digital data or following departmental internal controls for paper or physical records, based on the nature (media/format) of the Sensitive Information.</p> <p>Annually review this policy for any necessary updates or revisions, taking into account changes in City organization and IT systems. Maintain the list of Information/Data Owners and update it annually. Maintain the necessary correlation between this policy and other IT security policies and/or regulations. Ensure that San Diego Data Processing Corporation (SDDPC) system administrators comply with this and other IT security policies. The Department of Information Technology is also responsible for ensuring that the requirements of this policy are communicated to all employees at least every two years, using citywide and/or departmental training or communication channels.</p> |

CITY OF SAN DIEGO
ADMINISTRATIVE REGULATION

SUBJECT PROTECTION OF SENSITIVE INFORMATION AND DATA	Number 90.64	Issue 1	Page 9 of 10
	Effective Date July 1, 2009		

Responsibility

5.7. Purchasing & Contracting
Department

Action

Ensure that this policy is included as an Addendum to or within the Terms and Conditions of signed contracts or agreements, for all contracts and/or agreements that include a contractor's or vendor's need to access or use the City's Sensitive Information.

APPENDIX

Legal References

City Administrative Regulations:

AR 45.50 "Private Use of City Labor, Materials, Equipment and Supplies Prohibited"

AR 90.63 "Information Security Policy"

AR 95.10 "Identification of City Employees and Controlled Access to City Facilities"

AR 95.20 "Public Records Act Requests and Civil Subpoenas; Procedures for Furnishing Documents and Recovering Costs"

AR 95.60, "Conflict of Interest and Employee Conduct"

Civil Service Rules and City Personnel Manual:

Civil Service Rules, Definitions (p. 1), "Appointing Authority"

Civil Service Rule XI, "Resignation, Removal, Suspension, Reduction in Compensation, Demotion"

Personnel Manual, Index Code A-3 "Improper Use of City Resources"

Personnel Manual, Index Code G-1 "Code of Ethics and Conduct"

IT Security Guidelines and Standards

Employee Performance Plans, Ethics and Integrity Section

Applicable California State Laws

Applicable Federal Laws

Forms Involved

Form DoIT-010, "Sensitive Information Authorization Acknowledgement"

CITY OF SAN DIEGO
ADMINISTRATIVE REGULATION

SUBJECT PROTECTION OF SENSITIVE INFORMATION AND DATA	Number 90.64	Issue 1	Page 10 of 10
	Effective Date July 1, 2009		

Subject Index

Sensitive Information
Sensitive Data
Information Security
Protection of Sensitive Information

Distribution

All Departments (Mayoral and Non-Mayoral)

Administering
Department

Department of Information Technology

CITY OF SAN DIEGO
Sensitive Information Authorization Acknowledgement Form – City Employees

Authorized Person (City Employee requesting authorized access to Sensitive Information):

<i>Name (Printed)</i>	<i>Job Classification</i>	<i>Network (AD) Login/User ID</i>
<i>Department / Division</i>		
<i>Mail Station</i>	<i>Office Phone</i>	<i>Office FAX</i>
<i>Supervisor's Name (Printed)</i>	<i>Supervisor's Phone</i>	

Policy Summary (pertinent excerpts from Administrative Regulation 90.64):

4.1 Sensitive Information shall be maintained in a confidential manner and access restricted to only employees or individuals properly authorized by his or her Appointing Authority and approved by the Information/Data Owner, based on verified business needs to have access to such information and/or in compliance with specific legal requirements.

4.3 Authorization to access or use Sensitive Information shall be based on a functional role (job duties) and not linked directly with a specific individual, such that when an authorized person's job duties no longer require access to or use of Sensitive Information, the ability to access or use such information shall be revoked. [...]

4.5 Authorized Persons shall access or use Sensitive Information only for its intended purpose for which it was obtained and maintained by the City of San Diego. An employee or individual authorized to access or use Sensitive Information shall sign an Authorization Acknowledgement Form stating he or she has read, understands, and agrees to abide by this policy.

4.7 Violation of this policy, either by unauthorized persons accessing or attempting to access Sensitive Information, or by Authorized Persons accessing or using Sensitive Information for other than its intended purpose or beyond the scope of their duties, may result in disciplinary action, up to and including termination of employment, and also subject the violating individual(s) to personal liability without the option of City legal defense. In the case of contractors or vendors, violation of this policy will be considered a breach of contract and appropriate actions taken on that basis. If deemed necessary, information regarding employee, volunteer, contractor or vendor violation of this policy may be referred to the appropriate agency for any civil and/or criminal action, as applicable.

Acknowledgement

By signing below, the above employee acknowledges that he or she has been provided a full copy of A.R. 90.64 ("Protection of Sensitive Information and Data"), which has been discussed with his or her supervisor, and further acknowledges that he or she has read, understands, and agrees to comply with the provisions of the policy. Employee understands that this form will be kept as part of his or her permanent employee file, and that he or she may receive a copy, if requested. The supervisor acknowledges that he or she has discussed the policy with the above employee and understands the supervisor's obligations regarding employee's access to Sensitive Information under this policy.

 Employee's Signature

 Date Signed

 Supervisor's Signature

 Date Signed