

DUPLICATE ORIGINAL

AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)
FOR
PREPARATION OF A FEASIBILITY STUDY OF THE SAN
YSIDRO INTERMODAL TRANSPORTATION CENTER

CONTRACT NUMBER: H135824

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CONSULTANT AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Work Force Report
 - (BB) Subcontractors List
 - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - RESERVED
- Exhibit G - Vendor Registration Form
- Exhibit H - Contractor Standards Pledge of Compliance
- Exhibit I - Determination Form
- Exhibit J - Equal Benefits Ordinance Certification of Compliance
- Exhibit K - Regarding Information Requested Under the California Public Records Act

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)
FOR CONSULTANT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and SANDAG [Consultant or SANDAG] for the Consultant to provide Services to the City for the completion of a feasibility study (“Project”) of the San Ysidro Intermodal Transportation Center concept.

RECITALS

The City wants to retain the services of a Planning firm to provide a feasibility study of an Intermodal Transportation Center facility [the Services].

The Consultant has the expertise, experience and personnel necessary to provide the 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 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 Services as set forth in the written Scope of Services (Exhibit A) at the direction of the City with regard to City funds.

1.2 Contract Administrator. The Development Services Department is the contract administrator for this Agreement. The Consultant shall provide the Services under the direction of a designated representative of the Development Services 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 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. In cooperation with SANDAG, 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 9.10 of this Agreement.

1.4 Written Authorization. Prior to performing any 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 Services in accordance with applicable laws and accepted industry standards.

1.5 Confidentiality of Services. All 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 joint use of SANDAG, the City, and their agents and employees. 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 and SANDAG, unless otherwise required by law. 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.

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 December 31, 2014, 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 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 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 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 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. In consultation with SANDAG, the City may suspend all or any portion of the Consultant's performance of the Services, for a reasonable period of time not to exceed three 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 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 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. In consultation with SANDAG the City may terminate all or any portion of the Services agreed to pursuant to this Agreement by giving written notice of such termination to the Consultant. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the 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 Services under this Agreement. For services satisfactorily rendered in completing the work, the Consultant shall be entitled to fair and reasonable compensation for the 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 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 performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, for a total contract amount not exceeding \$299,186. The compensation for the Scope of Services shall not exceed \$299,186. There shall be no compensation for additional services.

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). The City will pay the Consultant 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 Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent government agency 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 industry 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 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 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 Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

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

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements

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

4.3.4.1 Commercial General Liability Insurance Endorsements

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

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

4.3.4.2 Automobile Liability Insurance Endorsements

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

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

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

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

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

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

4.4 Subcontractors. The Consultant's hiring or retaining of any third parties [Subcontractors] to perform Services [Subcontractor Services] is subject to prior approval by the

City. The Consultant shall list on the Subcontractor List (Exhibit D Attachment BB) 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 additional Subcontractor Services, the Consultant shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subcontractor Services. The Consultant's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subcontractor Services. The Consultant may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

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

4.6 RESERVED

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 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 I).

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 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 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, efforts will be taken to remedy the conflict, and if not remedied, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Consultant to liability to the City for attorneys fees and all damages sustained as a result of the violation.

4.10 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the 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 RESERVED

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

ARTICLE V RESERVED

ARTICLE VI INDEMNIFICATION

6.1 Indemnification and Hold Harmless Agreement - SANDAG. With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, 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 active or 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 sole negligence or sole willful misconduct of the City, its agents, officers or employees.

6.2 Indemnification and Hold Harmless Agreement – City of San Diego. Neither SANDAG nor any officer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work,

authority or jurisdiction delegated to the City under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, the City shall fully defend, indemnify and save harmless SANDAG, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction delegated to The City under this Agreement.

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 and SANDAG. 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 and SANDAG. The Consultant, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product 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(s) to the City, the agreement between Consultant and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City and SANDAG. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City and SANDAG, all titles, rights and interests in and to said Work/Deliverable, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

8.6 Publication. 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 officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before 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 and SANDAG.

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: Development Services Department, 1222 First Avenue, 4th floor, San Diego, CA 92101. Attention Samir Hajjiri MS 412, , and notice to the Consultant shall be addressed to: SANDAG, 401 B Street, Suite 800, San Diego, CA 92101. Attention Rachel Kennedy.

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 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: Rachael Kennedy , SANDAG [Project Team]. Accordingly, performance of Professional Services on the Project 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 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 the Project.

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

9.9 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 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 RESERVED

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

9.22 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all

continuing obligations indicated in this Agreement, shall survive, completion and acceptance of the Professional Services and termination or completion of the Agreement.

9.23 Vendor Registration. All consultants, subconsultants, contractors, subcontractors and vendors wishing to conduct business with the City of San Diego, or those intending to compete for City contracts, must submit a completed Vendor Registration Form (Exhibit G) to the City of San Diego's Purchasing & Contracting Department.

Registration will be a prerequisite for the following:

- a) Submission of contract or subcontract proposals for City projects,
- b) Acceptance of all consultant and vendor bills and invoices to the City, and
- c) Award of all contracts issued by the City.

Contractor/Vendor Registration shall remain valid for 2 years from the date the registration form is submitted, and must be renewed at the time.

It shall be the Prime Consultant's responsibility to ensure that all its proposed subcontractors submit the Contractor/Vendor Registration form prior to the award of the agreement. Electronic copy of the Contractor/Vendor Registration form is available for download from the following site: <http://www.sandiego.gov/purchasing/vendor/index.shtml>.

9.24 Contractor Standards. This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as (Exhibit H). The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

9.25 Equal Benefits Ordinance. This Agreement is subject to the Equal Benefits Ordinance [EBO]. All consultants are required to complete the Equal Benefits Ordinance Certification of Compliance included herein as Exhibit J. Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO

requirements. Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

9.26 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 K (Regarding Information Requested under the California Public Records Act).

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 City Charter Section 265, authorizing such execution, and by the Consultant pursuant to its articles of incorporation.

Dated this 26th day of September, 2012.

THE CITY OF SAN DIEGO
Mayor or Designee

By [Signature]

W. DOWNS PRIOR
PRINCIPAL CONTRACT SPECIALIST

I HEREBY CERTIFY I can legally bind SANDAG and that I have read all of this Agreement, this 27th day of July, 2012.

By [Signature]

for GARY L. GALLEGOS
SANDAG, EXECUTIVE DIRECTOR

I HEREBY APPROVE the form and legality of the foregoing Agreement this 3rd day of October, 2012.

JAN I. GOLDSMITH, City Attorney

By [Signature]

LESLIE FITZGERALD
Chief Deputy City Attorney

I HEREBY APPROVE the form and legality of the foregoing Agreement this 25th day of July, 2012.

By [Signature]

SANDAG Office of General Counsel

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) Work Force Report
 - (BB) Subcontractors List
 - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - RESERVED
- Exhibit G - Vendor Registration Form
- Exhibit H - Contractor Standards Pledge of Compliance
- Exhibit I - Determination Form
- Exhibit J - Equal Benefits Ordinance Certification of Compliance
- Exhibit K - Regarding Information Requested Under the California Public Records Act

SCOPE OF SERVICES

BACKGROUND

The City of San Diego and SANDAG recognize and acknowledge that both entities would benefit from a joint economic/fiscal feasibility study for an Intermodal Transportation Center (ITC) concept. SANDAG has secured a grant from CalTRANS and will contribute a total of \$242,391 toward the joint effort to study the feasibility of the ITC concept. The City of San Diego will contribute a total of \$299,186 toward the study for a total cost of \$541,577.

Most tasks performed by the Subconsultant have shared costs signifying that both SANDAG and the City of San Diego will mutually benefit from the work completed by the Subconsultant. Other task costs are shown as the sole responsibility of either SANDAG or the City of San Diego signifying that the task is being performed solely for the benefit of the entity that is financially responsible for the cost of the task.

Both SANDAG and the City of San Diego recognize that a Subcontractor will be used to perform the tasks listed in the Scope of Services.

PROJECT DESCRIPTION

The project will produce a mobility and economic/fiscal feasibility study for an Intermodal Transportation Center (ITC) concept for evaluation and consideration as part of the comprehensive San Ysidro Community Plan update process. Additionally, the study should include parking demand and supply analysis for off-street parking facilities associated with the ITC concept.

The City and other regional agencies (Caltrans, SANDAG, and MTS) have determined that an ITC concept proximate to the international border crossing may provide viable solutions for mitigating the various mobility impacts generated by GSA's new San Ysidro Land Port of Entry Master Plan. City and regional agency representatives envision the ITC concept could incorporate a variety of mobility-related facilities and services designed to meet the projected public and private transportation needs at the border including off-street parking facilities.

Critical components of the study will include design feasibility and cost analysis for accommodating various public/private uses and services within (and proximate to) the ITC facility, including the potential for:

- a. Public transportation facilities/services (bus and MTS rail transit), as well as facility access for private vehicles, licensed jitneys, taxis, long-haul bus services, etc.
- b. Lodging facilities.
- c. Retail, office, and general administrative uses.

- d. Off-street public parking.

STUDY GOALS

To perform all the required traffic, financial, and economic analyses as described in the Scope of Work, to aid with selection of alternatives and decisions for this project.

SCOPE OF WORK

The Subconsultant shall collaborate with the SANDAG, City of San Diego Development Services Department, and other City departments as necessary to achieve the scope of work as outlined.

Task 1.0 PROJECT MANAGEMENT

<i>City of San Diego Cost:</i>	<i>\$12,120</i>
<i>SANDAG Cost:</i>	<i>\$12,120</i>
<i>Total Cost</i>	<i>\$24,240</i>

Assumption:

1. The work effort within this scope of services shall be considered as a continuation of the San Ysidro Port of Entry Reconfiguration Mobility Study.

Scope:

- a. Subconsultant shall provide project management for this scope of services (conceptual programming and design, circulation, and economic/financial feasibility study for ITC concept), including coordination with City staff and sub-consultants under contract for the plan update, managing timelines and budgets, contracting, and invoicing.
- b. Subconsultant shall perform Quality Assurance/Quality Control on all deliverables before distributing or submitting to the City.

Deliverable:

Invoices will be sent by the Subconsultant to the SANDAG Project Manager on a monthly basis, as required, along with a progress report indicating the work performed in the previous month. All deliverables and information passed out to stakeholder/working groups shall be placed on a Web site established by SANDAG.

Task 1.1 Meetings

<i>City of San Diego Cost:</i>	<i>\$30,699</i>
<i>SANDAG Cost:</i>	<i>\$30,699</i>
<i>Total Cost</i>	<i>\$61,398</i>

Assumption:

SANDAG staff will coordinate the meeting location and time with the appropriate people, as identified by the participating agencies.

Deliverables:

Subconsultant shall:

1. Attend one (1) scoping meeting with SANDAG and City staff.
2. Attend/participate in a maximum of ten (10) coordination meetings and/or conference calls.
3. Attend a meeting with each the SANDAG Transportation Committee and Board to present the study conclusions and recommendations. At the meeting, the Subconsultant shall:
 - a. Provide support to City and/or SANDAG staff and respond to questions.
 - b. Provide presentation or report materials as needed.
4. Coordinate with SANDAG, Caltrans, MTS, GSA, and City staff in forming a technical working group (TWG) that will participate in an advisory capacity and provide guidance on the Subconsultant's work throughout the project duration. The primary purpose of the TWG will be to discuss various topics and issues associated with ITC concept feasibility and regional agency coordination.
 - a. Attend up to five (5) meetings with the TWG throughout the duration of the project. Each meeting is assumed to last two (2) hours.
 - b. Prepare meeting agendas and minutes that describe the issues discussed, action items, and responsible parties.
 - c. Prepare materials to support brainstorming/charrette-type sessions at up to two (2) of the planned TWG meetings.
 - d. Assist with presentation of findings of the project at two (2) SANDAG Borders Committee meetings.

Task 2.0 PUBLIC INPUT

Task 2.1 Develop Public Outreach Strategy

<i>City of San Diego Cost:</i>	<i>\$2,579</i>
<i>SANDAG Cost:</i>	<i>\$2,579</i>
<i>Total Cost</i>	<i>\$5,158</i>

Assumption:

Additional strategies recommended by the TWG may be developed, but the scope only focuses on the core types of public outreach strategies.

Scope:

Subconsultant shall develop a public outreach strategy with the ultimate goal of the San Ysidro community endorsing a preferred ITC alternative. The strategy should employ the core elements including, but not limited to, public workshops, focus group workshops and

interviews, project Web site content, social media, visual displays, and presentations/updates to public officials.

Several community based groups have expressed interest in participating in the public outreach component of this study; including the following: San Ysidro Smart Border Coalition, Border Transportation Council, San Ysidro Transportation Collaborative, San Ysidro School Board, Business Interests in Government Committee, Casa Familiar, San Ysidro Business Association, and the San Ysidro Chamber of Commerce. Additionally, and the San Ysidro Community Group (SYCPG) will also be actively involved in this component of the study; as well as the study conclusions and draft report.

Given the broad community based interest in the outcome of the study, the Consultant is to develop a public outreach strategy which will achieve the greatest level of participation and public input. Outreach should be performed in English and Spanish.

Deliverable:

Public Outreach Strategy, schedule, and Outreach plan.

Task 2.2 - Develop Project Web/FTP sites and Social Media

<i>City of San Diego Cost:</i>	<i>\$5,542</i>
<i>SANDAG Cost:</i>	<i>\$5,542</i>
<i>Total Cost</i>	<i>\$11,084</i>

Assumptions:

1. SANDAG will maintain and host the project Web site. This site may be linked to the City of San Diego Web site.
2. A unique domain name for the project will not be required.

Scope:

Subconsultant shall provide all applicable material per City and SANDAG requirements for posting on the project Web site to the appropriate SANDAG staff. Subconsultant will also develop a Facebook page (linked to project website) to promote the project and public meetings. The Facebook page will be regularly updated by the Subconsultant to provide public updates and remove/delete inappropriate comments in keeping with social media etiquette.

Deliverable:

Subconsultant will provide approved public documents for website posting and FTP site or sharepoint site that allows for ease of transmittal of materials and a forum for internal users to share comments. Subconsultant will also develop and maintain a Facebook page.

Task 2.3 - Public Meetings and Workshops

<i>City of San Diego Cost:</i>	<i>\$8,131</i>
<i>SANDAG Cost:</i>	<i>\$8,131</i>

Subconsultant shall:

1. Review the San Ysidro Port of Entry Border Station Expansion Traffic Study, prepared by KOA Corporation.
2. Review the preferred and recommended GSA San Ysidro Land POE plan including updates and revisions.
3. Review the San Ysidro Mobility Strategy.
4. Review the San Ysidro Port of Entry Reconfiguration Mobility Study.
5. Review the San Ysidro Community Plan and any updates to the plan, as well as related technical documents, including the Economic and Fiscal Study and Public Facilities and Financing Plan.
6. Review any other recently approved and ongoing traffic and mobility studies within the study area, as well as other relevant studies, including the 2050 Regional Transportation Plan.
7. Review meeting minutes and/or presentation materials from prior community meetings and workshops.

Deliverables:

Technical memorandum that includes:

- a. A summary of pertinent information as it relates to the ITC.
- b. Initial assessment of the various components of the proposed ITC.
- c. Summary of community goals for the ITC as articulated in prior documents.

Task 4.0 COMPARABLES

<i>City of San Diego Cost:</i>	<i>\$0</i>
<i>SANDAG Cost:</i>	<i>\$13,720</i>
<i>Total Cost</i>	<i>\$13,720</i>

Scope:

1. Subconsultant shall provide case study analysis of no more than five (5) ITC comparable examples including a review of each development program, market performance, financing structure, private/public partnerships, operations and management performance, and lessons learned.
2. Subconsultant shall propose to SANDAG staff as well as the technical working group which case study comps should receive further analysis. Staff will review and recommend which comps should be targeted for further Consultant analysis.
3. Subconsultant shall research how other private/partnerships have worked with similar facilities of size and scope. This research would give examples of how other public entities have developed other intermodal transit centers using private funding. Identify potential

ITC public/private partnership structures and cost revenue assignments for each identified party.

Task 5.0 COMMERCIAL MARKET ANALYSIS AND RECOMMENDATIONS

<i>City of San Diego Cost:</i>	<i>\$0</i>
<i>SANDAG Cost:</i>	<i>\$35,494</i>
<i>Total Cost</i>	<i>\$35,494</i>

Assumption:

A strong understanding of market demand for potential commercial (retail, office, and lodging) space within the ITC facility, and potentially within nearby off-street parking facilities, will lead to a more successful development program for the ITC.

Scope:

Subconsultant shall:

1. Review the market analysis components of prior Economic and Fiscal Studies for the San Ysidro Community Plan and leverage information as appropriate.
2. Prepare a lodging market analysis that identifies performance of existing lodging in the local market, including segments served, and evaluates the potential for increases in demand, including the ability to support new types of lodging products in the local market area.
3. Conduct interviews with local real estate brokers, business community organizations, and commercial property owners, including those adjacent to the ITC, to assess current and future market conditions in San Ysidro and opportunities for joint development. This will include interviews with up to 20 individuals.
4. Evaluate the potential form institutional uses, including foreign educational institutions, to establish facilities in San Ysidro and the ITC. This will be accomplished through interviews with City representatives, educational institutions, and economic development organizations in both San Diego and Tijuana. This task will include interviews with up to 10 individuals.
5. Identify and evaluate existing and future potential sources of demand for commercial space. For office space, this will include evaluation of industry sectors generating demand for office space, current and future inventory of office space, and potential absorption over the next 10 years. For retail, the various market segments in San Ysidro will be evaluated, including competing locations. Analysis of market support for additional retail will be performed to the extent that confidential store-by-store taxable retail sales information can be made available to the City.
6. Recommend supportable commercial development concepts and a target market orientation for the ITC, including square footage space needs by general commercial tenant type, reasonable rent assumptions in 2012 dollars.

Deliverable:

Report with text, figures, maps, etc.

Task 5.1 Off-Street Parking Analyses

<i>City of San Diego Cost:</i>	\$5,654
<i>SANDAG Cost:</i>	\$8,085
<i>Total Cost</i>	<i>\$13,739</i>

Assumption:

Due to GSA's San Ysidro POE expansion, a significant number of public parking spaces will be eliminated.

Scope:

Subconsultant shall:

1. Determine sources of parking demand, such as border crossers, shoppers, area employees, etc., and project future parking needs of the area.
2. Project future parking demand from the ITC, border crossing, and nearby commercial uses.
3. Determine impacts of loss of parking associated with GSA project.
4. Analyze and recommend future off-street parking resources that will be needed to meet the parking demand identified above. Such resources will consist of conventional parking infrastructure (lots and/or structures) as well as operational and pricing strategies and the application of ITS elements (e.g. real-time availability and wayfinding).
5. Analyze feasibility of accommodating parking in the ITC, offsite, or combination of both.
6. Recommend preliminary development framework and phasing plan for implementing off-street parking resources, which will be a critical component in conceptualizing and evaluating the ITC alternatives.

Deliverable:

Report with text, figures, maps, etc.

Task 5.2 Opportunities and Constraints Analysis

<i>City of San Diego Cost:</i>	\$10,023
<i>SANDAG Cost:</i>	\$2,064
<i>Total Cost</i>	<i>\$12,087</i>

Subconsultant shall conduct opportunities and constraints analysis for the following:

1. Internal circulation for all modes within the ITC.
2. External circulation for all modes.
3. Integration, accessibility, and linkages of all modes, as well as transport providers.

4. Off-street parking resources within half-mile walking distance, and preferably quarter-mile, of the ITC facility.
5. Property ownership patterns and potential need for property consolidation to accommodate ITC facility.
6. Market conditions for commercial uses.
7. Public facilities needs and resources.

Deliverable:

Matrix documenting the results of the Opportunities and Constraints analysis.

Task 6.0	DEVELOP	INTERMODAL	TRANSPORTATION	CENTER
ALTERNATIVES				
<i>City of San Diego Cost:</i>		\$83,860		
<i>SANDAG Cost:</i>		\$0		
Total Cost		\$83,860		

Assumptions:

1. The location of the future ITC is assumed to be at or near the currently identified location in the San Ysidro Port of Entry Reconfiguration Mobility Study.
2. The ITC is assumed to basically house and accommodate light rail transit, MTS bus, and associated intercity bus needs.
3. The ITC may include a subterranean level to accommodate taxi, pedicabs, bicycles, and jitneys in addition to other transport services (public and private).
4. The ITC may also include public parking.
5. The ITC may also include provisions for passenger drop-off/pick up and cell phone waiting areas.
6. The location and walk access of MTS rail and bus facilities to the border crossing shall not be diminished from current conditions under any of the alternatives developed.
7. Any changes to MTS rail will be evaluated with respect to operating rules as outlined by MTS (e.g., grades, track volumes, frequency of service, etc.).

Scope:

Based on findings of prior research and analysis, TWG and public input, and consistency with City Development Services Department objectives, the Subconsultant shall:

1. Evaluate the inclusion of a commercial and/or retail component to the ITC, and if viable, determine the optimal floor area.
2. Evaluate the inclusion of office space component to the ITC, and if viable, determine the optimal floor area.

3. Evaluate the inclusion of parking component to the ITC, and if viable, determine the optimal number of parking spaces within the ITC and in off-street parking facilities.
4. Evaluate the inclusion of off-street passenger drop-off/pick up and cell phone waiting area, as well as taxi and jitney areas, as component to the ITC. Determine space requirements for each mode. If it is determined infeasible to include these operations within the ITC, then identify other sites to accommodate such operations.
5. Evaluate the potential need and development program for other public facilities that could be located in the ITC, such as office space for federal, state, and/or local agencies.
6. Define measures of effectiveness and guiding principles for developing the ITC alternatives and prepare two (2) main ITC development program alternatives that will consider the preceding components individually, as well as combined.
7. Develop a conceptual plan for each of the two (2) ITC alternatives integrating context sensitive urban design. Conceptual plans should consider inclusion of a community plaza or public gathering area(s) as envisioned in previous mobility studies completed for this area; the provision of attractive, convenient and intelligible connections to the adjacent San Ysidro Boulevard commercial area; and incorporating such features as an outside promenade with fountains, ample public walkways, minimal obstructions, and public seating. Also, develop visual presentation tools (such as conceptual plans and elevation drawings) for public presentations that may include, but is not limited to, models or computer 3-D simulations, etc.

Deliverables:

1. Feasibility report for each component.
2. Analyses of two (2) main ITC alternatives, incorporating a mixture of combined components.
3. Graphics and presentation materials for two (2) ITC alternatives.

Task 7.0 DEVELOP EVALUATION CRITERIA

<i>City of San Diego Cost:</i>	<i>\$9,831</i>
<i>SANDAG Cost:</i>	<i>\$0</i>
<i>Total Cost</i>	<i>\$9,831</i>

Scope:

1. Based on the evaluation performed in Tasks 6, the Subconsultant shall identify and define evaluation criteria to rank each ITC alternative.
2. With PDT and public input, Subconsultant shall develop evaluation criteria to be used in developing priority ranking for each ITC alternative.

Deliverable:

Technical Memorandum on Evaluation Criteria and Process for Selecting a Preferred Alternative.

Task 8.0 ITC ALTERNATIVES, FEATURES, AND MEASURES FOR EVALUATION

<i>City of San Diego Cost:</i>	<i>\$49,419</i>
<i>SANDAG Cost:</i>	<i>\$35,000</i>
<i>Total Cost</i>	<i>\$84,419</i>

Scope:

1. Subconsultant shall identify each ITC alternative and address existing and future mobility, safety, circulation and operational issues including, but not limited to, the following:
 - a. Internal ITC circulation analysis; including approximate travel times and distances for border crossers to access the various transit modes within the ITC structure.
 - b. Access and operations of intercity private bus operators
 - c. Access and operations of MTS buses and rail.
 - d. Pedestrian and bicycle access to POE and conflicting uses or impediments to travel.
 - e. Access and operations of taxis.
 - f. Access and operations of jitneys.
 - g. Parking access and operations.
 - h. Internal circulation within ITC and interfaces/ conflicts between modes.
 - i. AM/MD/PM peak hours Level of Service (LOS) impacts at key intersections and access points, including but not limited to the intersections of; (a) Camino de la Plaza/East Beyer Boulevard/East San Ysidro Boulevard; (b) Camino de la Plaza/I-5 southbound ramps; (c) East San Ysidro Boulevard/northbound freeway ramps/Rail Court and; (d) Camino del la Plaza/Virginia Avenue.
 - j. ADT/capacity and LOS analysis of key street segments
 - k. Person and vehicle trip generation for uses within or ancillary to the ITC.
 - l. Commercial/retail access; including deliveries
 - m. Kiss & Ride.
 - n. Drop-off/pick up/ cell phone waiting area.
 - o. Access for emergency responders
 - p. I-5 northbound off-ramp within federal area
 - q. Traffic circulation to/from the ITC.
 - r. Freeway access.
 - s. Integrating private and public transport needs associated with border areas on the west side of I-5 with the ITC, as applicable.

2. Subconsultant shall:
 - a. Based on the above analyses, develop a conceptual circulation plan for all modes for each alternative that integrate the transportation system with the ITC.
 - b. Based on the above task, review operational feasibility of the circulation plan.
 - c. Based on the above circulation plan and operational feasibility for each alternative, provide a list of circulation improvements that would be required to accommodate access to and from ITC at satisfactory AM/MD/PM level of service. The feasibility assessment for the Caltrans facility improvements will be limited to initial discussions with Caltrans; no formal Geometric Approval Drawing acceptance process is planned as part of this study.
3. Subconsultant shall perform a financial analysis for each ITC alternative in order to compare and evaluate the financial performance of each:
 - a) Estimate ITC capital costs, including hard and soft construction costs, based on SANDAG guidelines for planning-level cost estimates.
 - b) Estimate potential capital costs of recommended level of off- street parking, including hard and soft construction costs.
 - c) Estimate the range of potential costs related to private property acquisition and relocation, if needed for any of the proposed alternatives.
 - d) Estimate potential ITC operating costs for the public and private uses, including any operating costs related to the commercial uses that would be the responsibility of the property owner.
 - e) Estimate potential private revenues (lease revenues, parking revenues, etc.) that could be generated by commercial uses and contribute to the overall economic feasibility and financing of the project.
 - f) Compare anticipated costs and revenues, as well as the potential financial performance for each alternative. Prepare a preliminary financial pro-forma for each alternative, including an estimate of public gap financing necessary, if any, to generate a reasonable rate-of-return to attract private capital.
 - g) Evaluate how each alternative could best be structured as a public/private partnership development opportunity.
 - h) Evaluate cost impacts of any proposed relocation of MTS rail or bus – both capital and operating.
4. Subconsultant shall recommend the preferred ITC alternative, which will also address the provision of needed off-street parking resources.
5. Subconsultant shall develop conceptual architectural renderings of the preferred ITC alternative.

Deliverables:

- a. Report with text, figures, LOS analysis, etc., for each alternative including costs in 2012 dollars.
- b. Architectural renderings.

Task 9.0 DEVELOP COST ESTIMATE AND PHASING PLAN FOR PREFERRED ITC ALTERNATIVE

<i>City of San Diego Cost:</i>	<i>\$0</i>
<i>SANDAG Cost:</i>	<i>\$13,041</i>
<i>Total Cost</i>	<i>\$13,041</i>

Assumption:

A preferred alternative is selected.

Scope:

Subconsultant shall develop a refined cost estimate and phasing plan for implementing the preferred ITC alternative and off-street parking resources. The cost estimate shall include the annual operational and maintenance costs. The proposed phasing plan shall include the recommended sequence of construction and initial operations that will best accomplish the development of the preferred alternative, and best accommodate traffic/transit circulation and access during and after construction of the ITC.

Deliverables:

- a. Report with text, figures, etc.
- b. Updated schematic design drawings (including concept site plan and architectural renderings) of preferred alternative to capture any refinements in the preferred alternative from Task 8.
- c. Cost estimate worksheets.
- d. Proposed phasing plan.

Task 9.1 Conceptual Schematic Alternatives for the Preferred Project

<i>City of San Diego Cost:</i>	<i>\$21,547</i>
<i>SANDAG Cost:</i>	<i>\$0</i>
<i>Total Cost</i>	<i>\$21,547</i>

Assumption:

Concept design alternatives will be revised from those developed in Task 8 to capture any refinements to the preferred alternative input by the TWG or the public. The cost estimates for the ITC will be updated to reflect any such refinements to the preferred ITC alternative.

Scope:

Subconsultant shall prepare a maximum of two (2) revised schematic site planning and concept architectural renderings as necessary to refine or update ITC cost estimates for the preferred alternative.

Task 9.2 Develop a Strategy for Implementing the Preferred ITC Alternative and Off-Street Parking Resources

<i>City of San Diego Cost:</i>	<i>\$0</i>
<i>SANDAG Cost:</i>	<i>\$32,390</i>
<i>Total Cost</i>	<i>\$32,390</i>

Assumption:

A preferred alternative is selected and a reasonable estimate of associated costs and revenues has been calculated. An implementation plan and funding strategy is needed in order to most effectively accomplish the phasing of ITC financing and construction, as well as the provision of recommended off-street parking resources.

Scope:

1. Subconsultant shall prepare a refined financial feasibility analysis of the preferred ITC alternative that:
 - a. Identifies potential ITC public/private partnership structures and cost revenue assignments. Consultant should also address potential public/private roles and issues in developing partnership structures.
 - b. Estimates potential capital and operating costs by phase of development for the ITC and recommended off-street parking resources.
 - c. Estimates potential revenues from commercial uses and parking, as well as any other uses that would generate revenues for the project.
 - d. Identifies known funding sources, their potential timing and potential applicability to various components of the ITC and off-street parking components.
 - e. Prepares a summary table of sources and uses for this alternative that indicates any potential funding gaps.

2. Subconsultant shall develop an implementation funding strategy to enable the accomplishment of the ITC program and off-street parking resources. Funding sources to be considered shall include, but not be limited to:
 - a. Private investment.
 - b. Federal and state transportation loan and grant funds.
 - c. Tax increment funding through an Infrastructure Financing District.
 - d. Revenue bonds.
 - e. Cost allocation for ITC facility operations and management.
 - f. New Markets Tax Credits, assuming reauthorization.

- g. Other capital improvement funds.
3. Subconsultant shall develop ITC facility operations and management scenarios, including a public/private partnership scenario, for the preferred alternative. These operations and management scenarios shall include recommended funding programs and strategies, including a potential funding program and strategy for a public/private venture scenario.

Deliverables:

Report that includes financial feasibility analysis, funding strategy, and phasing plan with text and figures.

10.0 SUBMIT DRAFT REPORT

<i>City of San Diego Cost:</i>	<i>\$13,378</i>
<i>SANDAG Cost:</i>	<i>\$13,378</i>
<i>Total Cost</i>	<i>\$26,756</i>

Assumption:

The draft report is to be presented to the Technical Working Group.

Deliverable:

Draft report with text, figures, etc., that includes the preceding described tasks.

Task 11.0 SUBMIT FINAL REPORT

<i>City of San Diego Cost:</i>	<i>\$6,906</i>
<i>SANDAG Cost:</i>	<i>\$6,907</i>
<i>Total Cost</i>	<i>\$13,813</i>

Assumption:

The draft of the report is to be finalized following incorporation of input from the TWG, the stakeholder's advisory committee for the San Ysidro Community Plan Update, and the San Ysidro Community Planning Group (SYCPG).

Deliverable:

Ten (10) hardcopies of the final report shall be submitted. The rest of the submitted reports will be done electronically as a PDF file.

EXHIBIT B

COMPENSATION AND FEE SCHEDULE

Task	Total Task Hours	Total Task Labor	SANDAG	City of San Diego
1.0 Project Management	116	\$24,240	\$12,120 (50%)	\$12,120 (50%)
1.1 Meetings	377	\$61,397	\$30,699 (50%)	\$30,698 (50%)
2.0 Public Input				
2.1 Develop Public Outreach Strategy	32	\$5,158	\$2,579 (50%)	\$2,579 (50%)
2.2 Develop Project Web/FTP Sites	149	\$11,084	\$5,542 (50%)	\$5,542 (50%)
2.3 Public Meetings and Workshops	140	\$16,262	\$8,131 (50%)	\$8,131 (50%)
3.0 Opportunities & Constraints Analysis				
3.1 Review Prior/Ongoing Studies in Study Area	152	\$19,556	\$0 (0%)	\$19,556 (100%)
4.0 Comparables	128	\$13,720	\$13,720 (100%)	\$0 (0%)
5.0 Commercial Market Analysis & Recommendations	252	\$35,494	\$35,494 (100%)	\$0 (0%)
5.1 Off-Street Parking Analyses	124	\$13,739	\$8,085 (58%)	\$5,654 (42%)
5.2 Opportunities & Constraints Analyses	84	\$12,087	\$2,064 (17%)	\$10,023 (83%)
6.0 Develop ITC Alternatives	606	\$83,860	\$0 (0%)	\$83,860 (100%)
7.0 Develop Evaluation Criteria	52	\$9,831	\$0 (0%)	\$9,831 (100%)
8.0 Evaluate ITC Alternatives & Select Preferred Alternative	712	\$84,419	\$35,000 (41%)	\$49,419 (59%)
9.0 Develop Cost Estimate & Phasing Plan for Preferred ITC Alternative	88	\$13,041	\$13,041 (100%)	\$0 (0%)
9.1 Updated Conceptual Schematic Alternatives for Preferred Project	168	\$21,547	\$0 (0%)	\$21,547 (100%)
9.2 Develop Strategy for Impl. Preferred ITC Alt. & Off Street Parking Resources	176	\$32,390	\$32,390 (100%)	\$0 (0%)
10.0 Submit Draft Report	152	\$26,756	\$13,378 (50%)	\$13,378 (50%)
11.0 Submit Final Report	62	\$13,813	\$6,907 (50%)	\$6,906 (50%)
Hours	3570			
Team Labor Cost		\$498,394	\$219,150	\$279,244
Team Direct Costs		\$43,183	\$23,241	\$19,942
GRAND TOTAL		\$541,577	\$242,391	\$299,186

TIME SCHEDULE

All work will be completed and final work products and documents will be submitted by the sub-consultant to Consultant no later than December 31, 2014. A detailed project schedule will be developed by the subconsultant and Consultant in collaboration with the City once the NTP has been issued and the subconsultant has begun Task 1 (Project Management).

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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- I. City’s Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Consultants doing business with the City. The City encourages its Consultants to share this commitment. Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors. *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. Proposal Documents to include Disclosure of Discrimination Complaints. 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, 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 AA) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Consultant will also be required to submit an Equal Employment Opportunity (EEO) Plan to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.
- C. Equal Employment Opportunity Plan. If an Equal Employment Opportunity Plan is required, the Program Manager of EOCP will provide a list of plan requirements to Consultant.

IV. Small and Local Business Program Requirements. The City has adopted a Small and Local Business Enterprise (SLBE) program for consultant contracts. SLBE program requirements for consultant contracts are set forth Council Policy 100-10.

A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:

1. For proposals ranking as qualified or acceptable, or any higher ranking, the City shall apply a maximum of 12 additional points for SLBE or ELBE participation. Points will be awarded as follows:

- a. 20% participation – 5 points
- b. 25% participation – 10 points
- c. SLBE or ELBE as prime contractor – 12 points

2. All professional services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. For the purposes of this Council Policy, the subcontractor requirement may be met by a provider of materials or supplies. Details can be found at <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

B. Subcontractor Participation List. The Subcontractor Participation List (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

C. Commitment Letters. Consultant shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

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

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

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

- 1. Outreach Efforts. Description of Consultant's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
- 2. Past Participation Levels. Listing of Consultant's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of

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

3. Equal Opportunity Employment. Listing of Consultant's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Consultant's *Workforce Report* as compared to the County's Labor Force Availability.
 4. Community Activities. Listing of Consultant's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.
- B. In accordance with the City's Equal Opportunity Commitment, the City will consider the four factors described above as part of the evaluation process. A maximum of 13 additional points will be awarded based on consideration of these four factors. Points awarded based on Consultants demonstrated commitment to equal opportunity will be in addition to any points awarded for SLBE or ELBE participation as described in Section IV.

VI. Definitions.

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

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

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

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

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

Emerging Local Business Enterprise (ELBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$2.75 million – Construction
- \$1.5 million – Specialty Construction
- \$1.5 million – Goods/Materials/Services
- 1.0 million – Trucking
- \$750,000 – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

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

Small Local Business Enterprise (SLBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$5.0 million – Construction
- \$3.0 million – Specialty Construction
- \$3.0 million – Goods/Materials/Services
- \$2.0 million – Trucking
- \$1.5 million – Professional Services and Architect/Engineering

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the requirements to be defined as a Small Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

VIII. Certification.

Below are the EOC – accepted certification agencies along with certifiable groups:

City of San Diego:

ELBE, SLBE

Caltrans:

DBE, SMBE, SWBE

Dept. of General Services:
CA Public Utilities Commission:
City of Los Angeles:
SD Regional Minority Supplier Diversity Council:

DVBE
MBE, WBE
DBE, WBE, MBE
MBE, WBE

IX. List of Attachments.

- AA. Work Force Report
- BB. Subcontractors List
- CC. Contract Activity Report



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

ATTACHMENT AA

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)*.

CONTRACTOR IDENTIFICATION

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

Name of Company: San Diego Association of Governments

AKA/DBA: SANDAG

Address (Corporate Headquarters, where applicable): 401 B Street, Suite 800

City San Diego County San Diego State California Zip 92101

Telephone Number: (619) 699-1900 FAX Number: (619) 699-1905

Name of Company CEO: Gary Gallegos

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

Type of Business: Regional Planning Type of License: n/a

The Company has appointed: Laura Coté
 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: 401 B Street, Suite 800, San Diego, CA 92101
 Telephone Number: (619) 699-6947 FAX Number: (619) 699-1905

- 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 San Diego Association of Governments
 (Firm Name)

San Diego, California hereby certify that information provided
 (County) (State)

herein is true and correct. This document was executed on this 26th day of July 2012.

(Authorized Signature)

Laura Coté
 (Print Authorized Signature)

OFFICE(S) or BRANCH(ES): San Diego Association of Governments COUNTY: San Diego

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	1	0	0	1	0	0	n/a	n/a	7	6	0	0
Professional	3	1	13	8	5	14	0	0	n/a	n/a	51	48	2	1
A&E, Science, Computer														
Technical	5	3	10	11	5	6	0	0	n/a	n/a	12	23	1	3
Sales														
Administrative Support	1	2	2	6	0	0	0	1	n/a	n/a	5	15	2	1
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	9	6	26	25	10	21	0	1	n/a	n/a	75	92	5	5
--------------------	---	---	----	----	----	----	---	---	-----	-----	----	----	---	---

Grand Total All Employees 275

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

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

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

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

Services

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

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

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

Contractor shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subcontractors shall be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	SLBE/ELBE (*MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED
IBI Group	Planning Study	71.1		
BAE Urban Economics Inc.	Economic Analysis	10.2	UDBE	
David Evans and Associates Inc.	Planning Study	9.5		
Katz & Associates	Public Outreach	9.2		

* 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) Attachment.

List of Abbreviations:

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
Small Local Business Enterprise	SLBE
Emerging Local Business Enterprise	ELBE

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

**PROJECT TITLE: FEASIBILITY STUDY OF THE SAN YSIDRO INTERMODAL
TRANSPORTATION CENTER**

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:

San Diego Association of Governments (SANDAG)
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 Shelby Tucker
Printed Name Shelby Tucker
Title Associate General Counsel
Date July 30, 2012

**CONTRACTOR / VENDOR
REGISTRATION FORM**



**City of San Diego
Purchasing & Contracting Department
Contractor/Vendor Registration Form**

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID:

[ID Number will be provided by City]

Firm Info:

Firm Name:

Doing Business As:

Firm Address:

City: State: Zip:

Phone: Fax:

Taxpayer ID: Business License:

Website:

Contact Info:

Contact Name:

Title:

Email:

Phone: Cell:

Alternate Address (if different from above) to Receive Remittance:

Mailing Address:

City: State: Zip:

Alternate Address (if different from above) to Receive Bid/Contract Opportunities:

Mailing Address:

City: State: Zip:

Contractor Licenses (if applicable)

License Number: License Type:

License Number: License Type:

License Number: License Type:

Contractor/Vendor Registration Form – Page 2

Firm Name:

Product/Services Description:

Product/Services Information:

NIGP Codes:

*find list of available NIGP Codes at <http://www.sandiego.gov/purchasing> OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm (51% ownership or more)	Male	or	Sole Proprietorship
	Female		Partnership
			Corporation
			Limited Liability Partnership
			Limited Liability Corporation
			Joint Venture
			Non-Profit
			Governmental/Municipality/Regulatory Agency
			Utility

Ethnicity:

Ethnicity:

* select one from the following **List of Ethnicities:**

AFRICAN AMERICAN
ASIAN MERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERIC N
PACIFIC ISLANDER AMERICAN

Ownership Classification

Classification:

* select from the following **List of Ownership Classification Codes** (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
DPBT	(Persons With A Disability Or Disabilities Business Enterprise)
LGBT	(Lesbian, Gay, Bisexual, Transsexual Business Enterprise)

Certified by an Agency? **No** **Yes** (enter Certification Number and Certifying Agency below)

Certification #:

Agency:

Certification #:

Agency:

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619/ 236-5904

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

Preparation of A Feasibility Study of The San Ysidro Intermodal Transportation Center

B. BIDDER/CONTRACTOR INFORMATION:

San Diego Association of Governments (SANDAG)

Legal Name	San Diego	DBA CA	92101-4231
401 B Street, Suite 800	City	State	Zip
Rachel Kennedy	619-699-1929	619-699-1905	
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when 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 N/A **Special Purpose Entity**

If **Yes**, use *Pledge of Compliance 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. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

Corporation Date incorporated: ___/___/___ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Is your firm a publicly traded corporation? **Yes** **No**

If **Yes**, name those who own five percent (5%) or more of the corporation's stocks:

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

List names of members who own five percent (5%) 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: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

Special Purpose Government Entity Date formed: 09/10/1972

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?

Yes

No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

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

Yes

No

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

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 *Pledge of Compliance Attachment "A"* to explain specific circumstances.

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

Yes

No

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

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management 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, wage and hours, and licensing laws which affect employees?

Yes

No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, 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 debarred or determined to be non-responsible by a government agency?

Yes

No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS

Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

N/A

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

PLANNING DIRECTOR

CHARLES M. STOLL

Print Name, Title



Signature

7/31/2012

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.

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: San Diego Association of Governments (SANDAG)
2. Name of Specific Consultant & Company: SANDAG
3. Address, City, State, ZIP 401 B. Street Suite 800, San Diego, CA 92101
4. Project Title (as shown on 1472, "Request for Council Action") Agreement for a Feasibility Study for the ITC
5. Consultant Duties for Project: Manage a subconsultant to prepare a feasibility study for the Intermodal Transportation Center in San Ysidro.

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: Mary P. Wright 7.25.12
Mary Wright, Deputy Director [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.

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: San Diego Association of Governments (SANDAG)
2. Name of Specific Consultant & Company: SANDAG
3. Address, City, State, ZIP 401 B. Street Suite 800, San Diego, CA 92101
4. Project Title (as shown on 1472, "Request for Council Action") Agreement for a Feasibility Study for the ITC
5. Consultant Duties for Project: Manage a subconsultant to prepare a feasibility study for the Intermodal Transportation Center in San Ysidro.

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: Mary P. Wright [Date] 7.25.12
Mary Wright, Deputy Director

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.

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
 202 C Street, MS 9A, San Diego, CA 92101
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: San Diego Association of Governments	Contact Name: Melissa Coffelt
Company Address: 401 B Street, Suite 800, San Diego, CA 92101	Contact Phone: (619) 699-1900
	Contact Email: melissa.coffelt@sandag.org

CONTRACT INFORMATION

Contract Title: <i>Feasibility Study of the San Ysidro International Transportation Center</i>	Start Date:
Contract Number (if no number, state location): H135824	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
 - Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

- I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Melissa Coffelt, Human Resources Manager

July 27, 2012

Name/Title of Signatory

Signature

Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: _____ EBO Analyst: _____ Approved Not Approved – Reason: _____

**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.

SANDAG
Name of Firm
Shelby Tucker
Signature of Authorized Representative
Shelby Tucker
Printed/Typed Name
July 30, 2012
Date

RESOLUTION NUMBER R- 307691

DATE OF FINAL PASSAGE SEP 19 2012

9/13
5500

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING AN AGREEMENT WITH SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) TO CONDUCT A FEASIBILITY STUDY FOR AN INTERMODAL TRANSPORTATION CENTER IN SAN YSIDRO.

WHEREAS, on October 21, 2008, the Redevelopment Agency of the City of San Diego approved the expenditure of up to \$2,000,000 from the San Ysidro Redevelopment Project Area for the San Ysidro Community Plan Update in a resolution on file with the Office of the City Clerk as Resolution Number R-04328; and

WHEREAS, with funding from a Caltrans Transportation Planning grant in the amount of \$150,000, the City completed a planning study in 2010 that resulted in establishing a preliminary scope for facilitating an intermodal transportation facility in the San Ysidro community, with a vision of serving primarily as a transportation hub for various private and public transport services, including trolley, buses, jitney, pedicabs and taxis, which would work in concert with the San Ysidro Land Port of Entry project; and

WHEREAS, in 2011, SANDAG received a Caltrans Transportation Planning Grant in the amount of \$300,000 that will fund SANDAG staff and SANDAG hours to conduct a financial analysis, implementation, and phasing strategy for a proposed Intermodal Transportation Center facility in the San Ysidro community; and

WHEREAS, during the course of updating the San Ysidro Community Plan, the proposed San Ysidro Intermodal Transportation Center has been emphasized by the community as an integral component of the plan update effort; and

WHEREAS, in 2011, the City has allocated up to \$300,000 of the funds earmarked for the San Ysidro Community Plan update (Fund 200354) to further analyze the Intermodal Transportation Center concept in the San Ysidro community by conducting a comprehensive study of opportunities and constraints, market analysis, economic analysis, funding structure, internal and external traffic analysis of all modes, parking analysis, multimodal improvements, conceptual design alternatives, and cost estimate and phasing plan for preferred alternative implementation; and

WHEREAS, due to the complexities associated with the internal and external circulation and inter-relationships of all transportation modes, including pedestrians, public and private transit, taxis, jitneys, pedicabs, bicyclists and passenger vehicles accessing the proposed San Ysidro Intermodal Transportation Center, it is in the best interest of the region to collectively combine the City's and SANDAG's efforts into one comprehensive feasibility study of the proposed Intermodal Transportation Center; and

WHEREAS, the proposed Intermodal Transportation Center is of regional importance due to its close proximity to the international border with Mexico and synergy with the San Ysidro Land Port of Entry; and

WHEREAS, the City has agreed to commit a not-to-exceed amount of \$299,186 (Fund 200354 – San Ysidro Community Plan Update Fund) towards completion of the feasibility study; and

WHEREAS, SANDAG will be the lead agency and administer the feasibility study in cooperation with the City; and

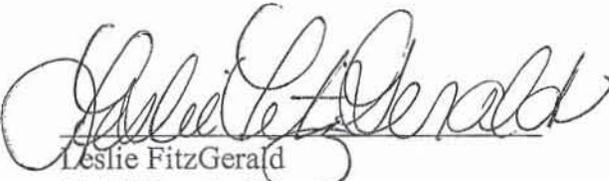
WHEREAS, executing the proposed agreement between the City and SANDAG to complete a feasibility study of an Intermodal Transportation Center facility in San Ysidro is

statutorily exempt from CEQA pursuant to state CEQA guidelines Section 15262; NOW,
THEREFORE,

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

1. That the Mayor, or his designee, is authorized to execute, for and on behalf of the City, an Agreement with SANDAG to conduct a feasibility study for a proposed Intermodal Transportation Center in San Ysidro, in an amount not to exceed \$299,186, under the terms and conditions set forth in the Agreement, Contract No. H135824, Document Number RR- 307691, on file in the Office of the City Clerk.
2. That the Chief Financial Officer is authorized to appropriate and expend an amount not to exceed \$299,186 from Fund 200354 to provide funds for the Agreement with SANDAG to conduct said feasibility study.

APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Leslie FitzGerald
Chief Deputy City Attorney

LAF:nja
08/13/12
Or.Dept:DSD
Doc. No. 419779

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of 9/18/2012.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 9.19.12
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

Passed by the Council of The City of San Diego on September 18, 2012, by the following vote:

YEAS: LIGHTNER, FAULCONER, GLORIA, YOUNG, DEMAIO, ZAPF, EMERALD, & ALVAREZ.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

JERRY SANDERS

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: GIL SANCHEZ, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R-307691, approved by the Mayor of The City of San Diego, California on September 19, 2012.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By:  Deputy