

ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND HELIX ENVIRONMENTAL PLANNING, INC.
FOR
AS-NEEDED CONSULTANT SERVICES**

**FOR
ENVIRONMENTAL CONSULTING SERVICES**

H176879

RR-311189

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES

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DESIGN PROFESSIONAL AS_NEEDED EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Task Order Authorization
- Exhibit C - Compensation and Fee Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Disclosure of Discrimination Complaints
 - (BB) Work Force Report
 - (CC) Subcontractors List
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - Consultant Evaluation Form
- Exhibit I - Contractor Standards Pledge of Compliance
- Exhibit J - Regarding Information Requested under the California Public Records Act
- Exhibit K - Americans With Disabilities Act (ADA) Compliance Certification

**AS-NEEDED AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND HELIX ENVIRONMENTAL PLANNING, INC.
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Helix Environmental Planning Inc. [Design Professional] to provide Professional Services to the City for environmental consulting services on an as-needed basis.

RECITALS

The City wants to retain the services of a professional environmental services firm to provide the Professional Services on an as-needed, hourly fee basis.

The Design Professional represents that it has the expertise, experience and personnel necessary to provide the Professional Services on an as-needed, hourly fee basis.

The City and the Design Professional [Parties] want to enter into an Agreement whereby the City will retain the Design Professional to provide, and the Design Professional shall provide, the Professional Services on an as-needed, hourly fee basis [Agreement].

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
DESIGN PROFESSIONAL SERVICES**

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

1.1 Scope of Services. The scope of services will be determined by the City on an as-needed basis and presented to Professional as an individual Task [Task]. The Design Professional shall perform the Professional Services at the direction of the City and as generally set forth in the Scope of Services [Exhibit A] and as more specifically described in each Task Order Authorization [Task Order] [Exhibit B].

1.1.1 Task Order. Prior to beginning performance in response to a Task Order, Design Professional shall complete and execute the Task Order which must be approved in writing by the City. Each Task Order shall include a scope of Professional Services, a cost estimate, and the time for completion. The scope of Professional Services shall include all activities or work reasonably anticipated as necessary for successful completion of each Task presented by the City.

1.1.2 Non-Exclusivity. The Design Professional agrees that this Agreement is non-exclusive and that the City may enter into agreements with other Design

Professionals to perform the same or similar Professional Services during the term of this Agreement.

1.1.3 Issuance of Task Orders for Multiple Contracts with the Same Services.

When multiple As-Needed Agreements exist for the same discipline, the Contract Manager will rotate award of Task Orders between the multiple agreements until the contract duration expires or the contract authorization amount is reached. After a Design Professional has been issued a Task Order, that Design Professional will be placed at the end of the list for consideration to perform the next Task Order.

1.2 Task Administrator. The City of San Diego Park and Recreation Department, Open Space Division is the task administrator for this Agreement. The Design Professional shall provide the Professional Services under the direction of a designated representative of the Park and Recreation Department. The City's designated representative will communicate with the Design Professional on all matters related to the administration of this Agreement and the Design Professional's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. Further, when this Agreement refers to an act or approval to be performed by the City, that act or approval shall be performed by the Mayor or designee, unless the Agreement specifies otherwise.

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

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

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

Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

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

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, this Agreement shall be effective for issuing and completing Task Orders for no more than sixty (60) months following the date of its execution by the City, unless said duration is modified in writing by an amendment to this Agreement. Any extension beyond sixty (60) months will require City Council approval via Ordinance.

2.2 Time of Essence. Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of any Task shall be set forth in the Task Order and shall not exceed the contract duration.

2.3 Notification of Delay. The Design Professional shall immediately notify the City in writing if Design Professional experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Task Order. 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 Task, the City may exercise its rights under Sections 2.5-2.7 of this Agreement.

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

proof satisfactory to the City of the Design Professional's inability to obtain materials, equipment, or labor.

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

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

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including all reasonably related expenses, in an amount not to exceed \$2,000,000. The City agrees to issue at least one or more Task Orders with a minimum aggregate value of \$1,000.00 to the Design Professional.

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

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

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

ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS

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

4.2 Right to Audit.

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

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

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

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

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

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

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

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

4.3.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$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 Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

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

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

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

4.3.3 Acceptability of Insurers.

4.3.3.1 Except for the State Compensation Insurance Fund, all insurance required by this Agreement shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California

Insurance Commissioner to do business in the State of California, and that have been approved by the City.

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

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

4.3.4.1 Commercial General Liability Insurance Endorsements

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

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

4.3.4.2 Automobile Liability Insurance Endorsements

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

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 Design Professional’s insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Design

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

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

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

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

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

4.4.1.1 Design Professional 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 Design Professional proportionate to the services performed by the Subcontractor.

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

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

4.4.1.4 In any dispute between the Design Professional and Subcontractor, the City shall not be made a party to any judicial or administrative proceeding

to resolve the dispute. The Design Professional agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Design Professional and Subcontractor should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

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

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

4.5 Contract Records Reports.

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

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

4.6.1 Compliance with the City's Equal Opportunity Contracting Program. The Design Professional shall comply with the City's Equal Opportunity Contracting Program Consultant Requirements [Exhibit D]. The Design Professional shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Design

Professional shall provide equal opportunity in all employment practices. The Design Professional shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Design Professional Requirements. Nothing in this Section shall be interpreted to hold the Design Professional liable for any discriminatory practice of its Subcontractors.

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

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

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

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

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

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

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

4.8 Title 24/Americans with Disabilities Act Requirements. Design Professional has sole responsibility for ensuring that all design services as contained in issued Task Orders comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design Professional understands that while the City will be reviewing Design Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's access review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

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

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

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

4.10.1.1 If a determination is made that certain individuals must disclose relevant financial interests, the statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The individual shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the individuals are subject to a conflict of interest code. Each year thereafter, the individuals shall also file a Form 700 (Annual Statement) on or before April 1,

disclosing any financial interests held during the previous calendar year for which the individual was subject to a conflict of interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.

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

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

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

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

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

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

4.12 Compensation for Mandatory Assistance. The City will compensate the Design Professional for fees incurred for providing Mandatory Assistance as Additional Costs 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 Design Professional, its agents, officers, and employees, the Design Professional shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Design Professional, its agents, officers, and employees for Mandatory Assistance.

4.13 Attorney Fees related to Mandatory Assistance. In providing the City with dispute or litigation assistance, the Design Professional or its agents, officers, and employees may incur expenses and/or costs. The Design Professional agrees that any attorney fees it

may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties agree this provision does not in any way affect their rights to seek attorney fees under Article VIII, Section 8.8 of this Agreement.

4.14 Energy Conservation Specifications. Technological advances in energy conservation devices such as Lighting and Heating, Ventilation, and Air Conditioning (HVAC), enable additional energy savings over that required by the State of California's Energy Efficiency Standards (Title 24, Part 6 of the California Code of Regulations). The Design Professional shall model the energy performance of the building using an acceptable computer model such as Energy Pro, EQuest, DOE-2, Power DOE, HAP 3.22, etc. and present the summary data to the City at or prior to 100 percent design. This analysis should include life cycle cost analysis showing recovery of construction costs through operation and maintenance costs (e.g., electricity and gas savings.) The Design Professional shall prepare a cost savings matrix that lists each device being considered and one, three, five and ten-year Project savings. The comparison shall include, but not be limited to, the following equipment: Lighting, HVAC, Water Heating, and Motors.

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

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

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

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

4.18 Storm Water Management Discharge Control. Design Professional shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit,

California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. Design Professional warrants and certifies that any and all plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. Design Professional understands that while the City will be reviewing Design Professional's designs for storm water permit compliance prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's Storm Water review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

The Design Professional shall review the completed Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, the Design Professional shall incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. In addition, for Priority Development projects, the Design Professional shall prepare a Storm Water Quality Management Plan in accordance with the requirements of the Storm Water Standards Manual and prepare a BMP plan showing all permanent BMPs, LID designs, hydromodification management plan facilities, and include sufficient details and cross sections for construction.

Design Professional shall attend the Pre-construction meeting. The Project Manager will coordinate with the Design Professional on the inspection of the permanent BMP(s) during installation. Design Professional shall inspect and confirm that the permanent BMP was installed in accordance with the details on the plans and that the permanent BMP functions to meet the requirements of the MS4 Permit. Upon notification by the Project Manager, the Design Professional shall sign and stamp the Permanent BMP Self Certification on the plans or the Permanent BMP Self Certification Form (DS-563) prior to final acceptance by the City.

For projects requiring soil-disturbance work such as geotechnical borings, street coring and potholing as component of the design, the Design Professional shall complete a Minor Water Pollution Control Plan (DS-570), if applicable.

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

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

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

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

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

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

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

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

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

4.20.4. Apprentices. Design Professional and its subconsultants shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Design Professional shall be held responsible for the compliance of their subconsultants with sections 1777.5, 1777.6 and 1777.7.

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

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

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

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

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

4.20.9.1. A Design Professional's inadvertent error in listing a subconsultant who is not registered pursuant to Labor Code section 1725.5 in response to a

solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subconsultant is registered prior to proposal due date; (2) within twenty-four hours after the proposal due date, the subconsultant is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subconsultant is replaced by another registered subconsultant pursuant to Public Contract Code section 4107.

**ARTICLE V
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

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

6.2 Design Professional Services Indemnification and Defense.

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

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

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

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

ARTICLE VII MEDIATION

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

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

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

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

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

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

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

7.4.1 Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present. Upon reasonable demand,

either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

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

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

8.3 Intellectual Property Rights Assignment. Design Professional, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

8.4 Moral Rights Design Professional, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Design Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Design Professional, its employees, agents, talent, and independent Subcontractor(s)’ benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term “Moral Rights” shall mean any and all rights of paternity or integrity 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 Design Professional utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable Materials to the City, the agreement between Design Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable Materials/Work product as a “work-for hire” as defined in the Act and that all intellectual property rights in the Deliverable Materials/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable Materials, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

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

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

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

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: City of San Diego Park and Recreation Department, Open Space Division, 202 C Street, 5th Floor, MS 5D, San Diego, CA 92101 and notice to the Design Professional shall be addressed to: Shelby Howard, Principal-In-Charge/Principal Biologist, 7578 El Cajon Boulevard, La Mesa, CA 91942.

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

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

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

9.5 Design Professional and Subcontractor Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Design Professional's Professional Services is based on the particular professional expertise of the following members of the Design Professional's organization: Andrea Bitterling, Shelby Howard, Jasmine Bakker, Mary Robbins-Wade [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Design Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Design Professional. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Design Professional, to require any of the Design Professional's employees or agents to be removed from performance of the Scope of Services.

9.6 Additional Design Professionals or Contractors. The City reserves the right to employ, at its own expense, such additional Design Professionals or contractors as the City deems necessary to perform work or to provide the Professional Services in the Scope of Services as described in issued Task Orders.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


9.25 Precluded Participation. In order to avoid any conflicts of interest, the Design Professional, and all subconsultants, shall be precluded from participating in any future contract for services, that is subsequently required/created as a result of the contract services provided under this Agreement.

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IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R- 311139, authorizing such execution, and by the Design Professional pursuant to the Minutes of the Board of Directors of Helix Environmental Planning, Inc.

Dated this 3rd day of July, 2017.

THE CITY OF SAN DIEGO
Mayor or Designee


By 
Cindy Crocker
Principal Contract Specialist
Public Works Contracts

I HEREBY CERTIFY I can legally bind Helix Environmental Planning, Inc. and that I have read all of this Agreement, this 12th day of May, 2017.

By 
Shelby Howard
Principal in Charge / Principal Biologist

I HEREBY APPROVE the form of the foregoing Agreement this 5th day of July, 2017.

MARA W. ELLIOTT, City Attorney

By 
Deputy City Attorney

DESIGN PROFESSIONAL AS-NEEDED
EXHIBITS

SCOPE OF SERVICES

1.0 BACKGROUND

The scope is for As-Needed Environmental Planning Consultant Services to support the City of San Diego's Park and Recreation (P&R) Department with various Capital Improvement Programs (CIP's) and other projects. Projects requiring support shall include, but are not limited to, open space land management (including habitat restoration, strategic planning, recreational planning, etc.), land and easement acquisitions, and facilities installation and maintenance (including trails, bridges, slopes, storm water conveyances, parking lots, and historic structures, etc.), and other engineering-type projects. The Consultant shall also provide services to ensure planning and permitting activities remain in compliance with jurisdictional regulations and related expenditure guidelines.

Separate task orders will be developed for As-Needed support and shall describe a specific scope, schedule, and compensation necessary to complete a given task issued by P&R staff.

Before work begins on any specific task, a P&R employee with a job classification at or higher than District Manager shall request, sign and authorize the work to be done. The typical tasks listed below envision elements of the services that may be performed by the Consultant. The Consultant, with all necessary sub-consultants, must be capable of completing all listed and related elements of services; however, not all tasks outlined herein shall necessarily be authorized during the performance of this contract and/or for each separate task. P&R reserves the right to modify or substitute as-needed tasks to meet the goals of CIP's or general projects during the approved contract period.

2.0 SCOPE OF SERVICES

Typical tasks include the following services:

2.1 BIOLOGICAL SERVICES

2.1.1 Conduct Surveys and Prepare Maps and Reports

This task includes biological field surveys on an as-needed basis for Department projects. Types of surveys needed could range from generalized vegetation community mapping to focused surveys for particular sensitive flora and fauna species. The project team shall include a botanist(s) qualified to perform detailed plant species surveys including focused surveys for sensitive plant species (e.g., Willoway monardella, San Diego ambrosia, etc.), an ornithologist(s) qualified to perform general bird surveys and focused surveys for sensitive bird species (e.g., California gnatcatcher, least Bell's vireo, etc.), an arborist experienced in native tree pruning and transplanting, and a wildlife biologist(s) qualified to survey for other local mammals, reptiles, fish, invertebrates, and amphibians. The team shall also include a person with GPS and GIS mapping abilities. Surveys and review may include biological impact analysis and resource impact minimization recommendations as necessary for Department projects. Biological surveys must comply with City of San Diego Guidelines, MSCP requirements, and other regulatory agency guidelines.

2.1.2 Delineate Wetlands

Wetlands delineations are required for regulatory permitting of Department projects which have the potential to impact City, state, or federal jurisdictional wetlands. The project team shall include persons qualified to perform wetlands delineations in accordance with the 1987 U.S Army Corps of Engineers Wetlands Delineation Manual, Regional Supplement to the

Corps of Engineers Wetland Delineation Manual: Arid West Region (version 2.0), and any subsequent modifications.

2.1.3 Prepare Biological Assessments

The preparation of Biological Assessments may be required for Division projects that require Federal permits, U.S. Fish and Wildlife Service Endangered Species Consultation, or are otherwise subject to NEPA. The project team shall include a person(s) experienced and qualified to prepare Biological Assessments in accordance with Federal guidelines.

2.1.4 Monitor construction and maintenance activities

This may be required for Department projects which impact and/or are located adjacent to or within sensitive biological resources and environmentally sensitive areas (i.e., waterways, protected habitat, and/or threatened/endangered species). During specified time intervals, a qualified biologist is required to be on site to observe activities and document all activities which impact or have the potential to impact sensitive biological resources. The biologist will be required to ensure that the contractors and / or City crews do not perform work outside the pre-approved limits of construction, and that the contractor complies with the conditions of the environmental documents and/or permits. Preparation of work plans, flagging of work limits, review of project plans, and BMP (erosion control) inspections may also be necessary. Focused surveys for sensitive species and noise monitoring are sometimes required by the permitting agencies as part of the biological monitoring during construction. Previous experience working as a biological monitor with governmental agencies relating to such activities is required. Construction monitoring requires consultant staff to be on-call to provide services quickly at random intervals.

Biological monitoring of revegetation projects occurs in two phases -- monitoring during the installation period and monitoring during the post-revegetation maintenance and monitoring period.

2.1.4.1 Installation Monitoring

Monitoring during the installation period requires a qualified restoration specialist to oversee the implementation of detailed revegetation plans and specifications by a contractor. Previous experience working as a biological monitor for public works revegetation projects is required.

2.1.4.2 Post-revegetation Monitoring

Post-revegetation monitoring is usually required for a minimum of 25 months to 5 years. During this phase of monitoring, the biologist monitors and reports on the success of the revegetation area in accordance with success criteria outlined in the mitigation or revegetation plan for that particular project. Each task order will outline required monitoring protocol specific to the task.

2.1.4.3 Brush Management Monitoring

Monitoring of brush management work may be required.

2.1.5 Prepare Conceptual Mitigation/Revegetation Plans and Cost Estimates

This task includes the preparation of conceptual-level documents for the mitigation/revegetation requirements associated with certain Department projects. The level of detail required in the "conceptual" revegetation plans shall be equivalent to the requirements of the permitting agencies for

that project (i.e., if a U.S. Army Corps of Engineers (ACOE) Section 404 permit is required for the project, the mitigation plan shall follow the ACOE guidelines for mitigation plan preparation). Provide cost estimates for constructing and maintaining restoration sites.

2.1.6 Preparation of Detailed Contract Documents (Plans and Specifications for Revegetation Projects)

2.1.7 Finding of No Significant Impact (FONSI)

This task involves the preparation of detailed contract plans and specifications for Department Habitat Mitigation and Revegetation projects. Submittals at various stages for design shall be required (e.g. 30%, 60%, or 90% etc.). Review comments will be provided for incorporation into the final design.

2.1.8 Regulatory Permitting

This task may include various components of the permitting process, or may involve the completion of all steps necessary to obtain certain regulatory permits for specific Department projects. This task could include the preparation of necessary permit application packages and any required meetings with the agencies to obtain the permits.

2.2 PLANNING SERVICES

2.2.1 Provide Recreation and Natural Resource Planning/Management Planning Services

This task may require review of natural resource locations, public input and recreational uses to develop a safe, sustainable and enjoyable public use experiences within conserved open spaces. Specific tasks may include question-and-answer surveys, field surveys of natural resources and/or

EXHIBIT A

users, development of access and/or access enforcement strategies, and reports of findings and recommendations. Preparation of MSCP-mandated Natural Resource Management Plans/Area-Specific Management Directives, including adaptive management strategies, may also be required.

Assist with the preparation of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation in compliance with CEQA/NEPA guidelines. Documentation shall include Environmental Impact Reports (EIRs), Environmental Assessments (EAs) leading to lower level NEPA clearances such as Categorical Exclusions (CEs) and Finding of No Significant Impact (FONSI, and/or higher level Environmental Impact Statements (EISs). Such work may include technical reports (some are listed in this section) in support of such documentation, and for NEPA completion of Project Environmental Study (PES) forms, etc. In addition, recommended mitigation language may be requested to be developed for documents prepared by other agencies.

2.3 GEOLOGICAL/GEOTECHNICAL SERVICES

Provide Geological and Geotechnical services to assist the Department in evaluating and maintaining the facilities it manages such as manufactured slopes and storm water conveyances.

- Provide physical and chemical characterizations of ground and surface water including depths, volumes, silt estimates, flows and seasonal considerations.
- Evaluate slope stability including, if necessary, subsurface work.
- Evaluate causes for erosion, slope and conveyance system failures.

EXHIBIT A

- Obtain and review existing geotechnical reports and grading plans/as-builts.
- Evaluate the urgency to remediate temporary and emergency threats.
- Prepare Geotechnical reports consistent with Development Services Department standards.
- Provide recommendations for remedying slope and conveyance system failures and undesirable erosion. May include including subsurface work.
- Provide design (conceptual through preparation of plans and specifications) of repairs/remediation caused by storm water, including BMPs and surface drainage pattern modifications.
- Prepare cost estimates to implement design recommendations.
- Establish a protocol/decision-making process whereby a determination can be made to determine the need to involve or not involve engineered solutions based on slope and failure characteristics.

Geology/Geotechnical tasks associated with emergency situations may require 24 hour/day and seven days/week availability

2.4 GPS/GIS SERVICES

Provide equipment and staff to:

- Conduct sub-meter GPS field surveys that are electronically transferrable to the City's GIS system.
- Analyze field data, aerial photographs, plans, legal descriptions and other sources and electronically map Department assets in a format that is consistent with the City's GIS system.
- Conduct complex GIS data modeling and calculations.

2.5 CULTURAL AND PALEONTOLOGICAL SERVICES

Provide paleontological and cultural (historical, archaeological/Native American) resources support to include record searches, surveys, monitoring, discovery procedures (curation), recommendations in design and/or implementation of protections, detailed design plans and report preparation in compliance with the City's Historical Resources and City's Paleontological Resource Guidelines, as well as state and federal guidelines. Coordinate Native American consultation.

Any and all of the above services may require preparing appropriate level reports for each/any task performed under this contract. These can include letter reports, biological survey reports, biological technical reports, or federal biological assessments, for example. All reports shall be prepared to meet City, State, and Federal Guidelines. Normally, each project shall require draft, final draft, and final reports, as well as final or on-going curation and coordination with appropriate curative facilities, agencies and departments. Such work may also include discussions and meetings with community groups and similarly related public interest groups. Reports and other project data shall be submitted in electronic and hard copy format. GIS and design files shall be required for each project where appropriate.

3.0 PROJECT TEAM MEMBERS

The team of experts required to perform the various tasks for this project shall include, at a minimum, the following:

- 3.1** A botanist with documented training and local experience with the native plant species, qualified to perform rare plant species surveys.
- 3.2** An ornithologist(s) who is qualified to perform general bird surveys, raptor nesting surveys, and permitted to perform focused surveys for sensitive bird species (e.g., California gnatcatcher, least Bell's vireo, etc.).
- 3.3** A wildlife biologist(s) qualified and permitted to survey for local

mammals, reptiles, fish, and amphibians.

- 3.4 An arborist, experienced in native tree pruning and transplanting techniques.
- 3.5 A biologist qualified and permitted to survey for invertebrates.
- 3.6 A biologist or landscape architect with experience in field vegetation sampling and monitoring techniques.
- 3.7 A restoration ecologist, biologist, and/or landscape architect with experience in the design of native habitat restoration projects.
- 3.8 Experts in cultural, paleontological and historical services/resources including curation coordination.
- 3.9 A person(s) qualified to perform geotechnical services.
- 3.10 A person(s) qualified to perform wetlands delineations.
- 3.11 A registered civil engineer with experience in design of trail projects.
- 3.12 A licensed architect with experience in the preservation, rehabilitation, and restoration of historic structures and facilities including research, reporting, structural engineering, curation, and project management.
- 3.13 A regulatory permitting specialist with experience completing permit application packages and successfully obtaining project-specific permits from the agencies listed in this scope, and well as the City of San Diego Development Services Department.
- 3.14 GIS Specialist(s) to create and produce report figures and maps, along with GIS analysis.
- 3.15 Administration Staff to produce reports, billing, and mailings and provide staff support.

4.0 MEETINGS

Various meetings will be required throughout this contract (at City Facility or Various Field Locations). Meeting types could include:

- Progress meetings with Department staff.
- Meetings with Department staff, Construction Contractors, Consultants, Community Groups, and Regulatory Agency staff in support of construction projects, emergency projects, revegetation projects and other task order projects.
- Pre-bid meetings with potential bidders on Habitat Mitigation Projects, Revegetation Plans and Specifications and/or Historic Structures Plans.
- Meetings with Regulatory Agency staff during permit application and processing.
- Progress meetings with Construction Management staff and Construction Contracts during construction monitoring.
- Meetings with community groups and related interested parties.

END OF SCOPE OF SERVICES

COMPENSATION AND FEE SCHEDULE

NOTE:

- Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost effective Air Fare, Train, and/or Car Rental, will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- All subconsultant costs are reimbursed as a “direct expense” at actual costs (invoice/receipts required).
- A request for an annual rate adjustment must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego a minimum of 60 days before the Agreement anniversary date. Said proposed adjustment shall not exceed three percent (3%), and the City of San Diego must approve any rate adjustments in writing before they become effective.

Billing Rates
As-needed Environmental Services (Contract 2017 – 2022)
HELIX ENVIRONMENTAL PLANNING, INC.
Contract No. H176879

Company	Billing Rate
HELIX ENVIRONMENTAL PLANNING	
CEQA/NEPA Compliance	
Principal Environmental Planner	\$210
Sr. Project Manager III	\$190
Sr. Project Manager II	\$170
Sr. Project Manager I	\$150
Sr. Environmental Specialist	\$170
Project Manager III	\$140
Project Manager II	\$125
Project Manager I	\$110
Environmental Planner III	\$105
Environmental Planner II	\$95
Environmental Planner I	\$85
Biological Resources Studies/Habitat Management	
Principal Biologist	\$210
Sr. Scientist III	\$180
Sr. Scientist II	\$160
Sr. Scientist I	\$130
Sr. Project Manager	\$170
Project Manager III	\$150
Project Manager II	\$135
Project Manager I	\$120
Operations Manager	\$100
Biologist V	\$110
Biologist IV	\$100
Biologist III/Biological Monitor ¹	\$95
Biologist II	\$85
Biologist I	\$75
Cultural Resources Management	
Senior Archaeologist III	\$145
Senior Archaeologist II	\$130
Senior Archaeologist I	\$115
Staff Archaeologist II	\$90
Staff Archaeologist I	\$80

Company	Billing Rate (\$)
HELIX ENVIRONMENTAL PLANNING (cont'd)	
Landscape Design/Habitat Restoration Design	
Senior Landscape Architect II	\$160
Acoustics/Air Quality Studies	
Senior Analyst	\$180
Air Quality/Noise Specialist	\$140
Habitat Restoration Implementation*	
Principal	\$210
Director of Operations	\$145
Assistant Restoration Supervisor	\$70
Senior Restoration Supervisor	\$108
Restoration Supervisor	\$80
Nursery Manager	\$65
Restoration Foreman	\$60
Restoration Lead	\$50
Restoration Technician III	\$45
Restoration Technician II	\$37
Restoration Technician I	\$36
Support Services for All HELIX Studies	
Sr. GIS Specialist II	\$150
Sr. GIS Specialist I	\$130
Senior Graphics Specialist	\$110
GIS Specialist III	\$110
GIS Specialist II	\$95
GIS Specialist I	\$85
Document Coordinator/Tech Ed.	\$80
Word Processor	\$70
Clerical	\$60

*Work subject to prevailing wage will be billed at prevailing wage rates established by the State.

NOTES

¹ Consultant shall attempt to provide monitoring at these rates. However, if specific monitoring requires more experience, or a qualified staff person is unavailable at this rate at the time monitoring is required, monitoring rates shall be based on the actual billing rate of the staff member performing the monitoring.

REIMBURSABLE COSTS

Certain identifiable direct costs will be charged to the project at cost. Examples of direct costs include vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage, communications, reproduction, and supplies.

A 4-wheel drive premium will be charged at \$25.00 per project day.

GPS rentals are charged at \$60/day. Noise testing and monitoring equipment rentals are charged at \$75/day.

There will be additional charges for plotting, color printing, aerial photographs and GPS services. Charges for copies and plotting are listed below.

All compensation and conditions that apply to HELIX shall apply to all included subconsultants.

Copy/Print Charges	Cost (\$)
Black & White	\$0.08
Color	\$0.75
Plotter Charges	Cost (\$)
Standard Bond Plots	\$3.00 per square foot
Glossy Color Bond Plots	\$8.00 per square foot

Company	Billing Rate (\$)
The Bodhi Group, Inc.	
Principal Engineer	\$150.15
Senior Geologist	\$127.05
Staff Engineer/Scientist	\$69.30
Technical Editor	\$57.75
Administrative Assistance	\$57.75
CVALDO Corporation	
Principal/Project Manager	\$168
Senior Engineer	\$157
Associate Engineer	\$148
Project Engineer	\$135
Junior Project Engineer	\$116
Engineering Designer	\$108
CAD Technician/Drafter	\$68
Administrative	\$59
Engineering Technician	\$54
IS Architecture	
Principal Architect	\$200
Senior Architectural Staff (Level III)	\$160
Architectural Staff (Level II)	\$120
Junior Architectural Staff (Level I)	\$80
Architectural Historian	\$75
Administrative	\$65
Ninyo & Moore	
See below	
NWB Environmental Services, LLC	
Principal Investigator	\$125
Project Manager	\$90
Senior Archaeologist	\$80
Archaeological Monitor	\$75
Field Technician Archaeologist	\$70
GIS Technician	\$70
Clerical	\$55
Red Tail Monitoring & Research, Inc.	
Native American Monitor	\$60
Archaeological Monitor	\$60
Native/Archaeological Monitor	\$90

*A show-up charge of 2 hours is applicable when work is canceled without at least 16 hours notice prior to the start of work. A 4-hour minimum applies for all days that a monitor is scheduled to work and any work is done on the project. A \$50 surcharge is applied to night and weekend shifts. Overtime is charged at 1.5x standard rate.

Company	Billing Rate (\$)
Rocks Biological Consulting, Inc.	
Principal Biologist	\$155
Senior Project Manager	\$140
Senior Biologist	\$125
Associate Biologist	\$110
Monitoring Biologist	\$105
Senior GIS Specialist	\$110
Technical Editor	\$95
Word Processor	\$80
Clerical Assistant	\$65
San Diego Natural History Museum	
Project Director	\$130
Field Manager	\$90
Report Writer	\$85
Paleontological Field Monitor	\$58
Collections Manager	\$60
Fossil Preparator	\$56
Curatorial Assistant	\$56
Record Search	\$65
Contract Administrator	\$65
Schmidt Design Group, Inc.	
Principal Landscape Architect/President	\$230
Principal Landscape Architect	\$190
Senior Associate Landscape Architect	\$160
Associate Landscape Architect	\$145
Senior Project Manager/Licensed Landscape Architect	\$125
Project Manager	\$100
Landscape Designer	\$90
Landscape Drafter	\$80
Clerical/Typist	\$70

Ninyo & Moore

Classification / Title	Billing Rate (Non-Prevailing Wage)
Principal Geologist/Scientist/Engineer	\$178.00
Senior Geologist/Scientist/Engineer	\$168.00
Senior Project Geologist/Scientist/Engineer	\$163.00
Project Geologist/Scientist/Engineer	\$156.00
Senior Staff Geologist/Scientist/Engineer	\$142.00*
Staff Geologist/Scientist/Engineer	\$126.00*
GIS Analyst	\$116.00
Field Operations Manager	\$112.00*
Supervisory Technician	\$98.00*
Nondestructive Examination Technician, UT, MT, LP	\$98.00*
ACI Concrete Technician	\$98.00*
Concrete/Asphalt Batch Plant Inspector	\$98.00*
Special Inspector (Concrete, Masonry, Steel, Welding, and	\$98.00*
Senior Field/Laboratory Technician	\$92.00*
Field/Laboratory Technician	\$92.00*
Technical Illustrator/CAD Operator	\$92.00*
Information Specialist	\$78.00*
Geotechnical/Environmental/Laboratory Assistant	\$76.00*
Data Processing, Technical Editing, or Reproduction	\$68.00

OTHER CHARGES

Concrete Coring Equipment (includes one technician)	\$ 160 /hr
PID/FID Usage	\$ 140 /day
Anchor load test equipment (includes technician)	\$ 97 /hr
Hand Auger Equipment	\$ 65 /day
Inclinometer Usage	\$ 40 /hr
Vapor Emission Kits	\$ 40 /kit
Level D Personal Protective Equipment (per person per day)	\$ 30 /p/d
Rebar Locator (Pachometer)	\$ 30 /hr
Nuclear Density Gauge Usage	\$ 15 /hr
Field Vehicle Usage	\$ 12 /hr
Direct Project Expenses	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

SCHEDULE OF FEES FOR LABORATORY TESTING
Laboratory Test, Test Designation, and Price Per Test

Soils

Atterberg Limits, D 4318, CT 204.....	\$ 160
California Bearing Ratio (CBR), D 1883.....	\$ 485
Chloride and Sulfate Content, CT 417 & CT 422.....	\$ 175
Consolidation, D 2435, CT 219.....	\$ 300
Consolidation – Time Rate, D 2435, CT 219.....	\$ 75
Direct Shear – Remolded, D 3080.....	\$ 325
Direct Shear – Undisturbed, D 3080.....	\$ 275
Durability Index, CT 229.....	\$ 165
Expansion Index, D 4829, IBC 18-3.....	\$ 180
Expansion Potential (Method A), D 4546.....	\$ 160
Geofabric Tensile and Elongation Test, D 4632.....	\$ 180
Hydraulic Conductivity, D 5084.....	\$ 330
Hydrometer Analysis, D 422, CT 203.....	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils.....	\$ 120
Moisture Only, D 2216, CT 226.....	\$ 35
Moisture and Density, D 2937.....	\$ 45
Permeability, CH, D 2434, CT 220.....	\$ 255
pH and Resistivity, CT 643.....	\$ 175
Proctor Density D 1557, D 698, CT 216, &.....	\$ 200
AASHTO T-180 (Rock corrections add \$100)	
R-value, D 2844, CT 301.....	\$ 295
Sand Equivalent, D 2419, CT 217.....	\$ 110
Sieve Analysis, D 422, CT 202.....	\$ 130
Sieve Analysis, 200 Wash, D 1140, CT 202.....	\$ 100
Specific Gravity, D 854.....	\$ 100
Thermal Resistivity (ASTM 5334, IEEE 442).....	\$ 880
Triaxial Shear, C.D, D 4767, T 297.....	\$ 430
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt..	\$ 365
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt..	\$ 210
Triaxial Shear, U.U., D 2850.....	\$ 155
Unconfined Compression, D 2166, T 208.....	\$ 120
Wax Density, D 1188.....	\$ 100

Masonry

Brick Absorption, 24-hour submersion, C 67.....	\$ 50
Brick Absorption, 5-hour boiling, C 67.....	\$ 60
Brick Absorption, 7-day, C 67.....	\$ 65
Brick Compression Test, C 67.....	\$ 50
Brick Efflorescence, C 67.....	\$ 50
Brick Modulus of Rupture, C 67.....	\$ 45
Brick Moisture as received, C 67.....	\$ 40
Brick Saturation Coefficient, C 67.....	\$ 55
Concrete Block Compression Test, 8x8x16, C 140.....	\$ 65
Concrete Block Conformance Package, C 90.....	\$ 485
Concrete Block Linear Shrinkage, C 426.....	\$ 135
Concrete Block Unit Weight and Absorption, C 140.....	\$ 60
Cores, Compression or Shear Bond, CA Code.....	\$ 60
Masonry Grout, 3x3x6 prism compression, C 39.....	\$ 35
Masonry Mortar, 2x4 cylinder compression, C 109.....	\$ 35
Masonry Prism, half size, compression, C 1019.....	\$ 120
Masonry Prism, Full size, compression, C 1019.....	\$ 185

Reinforcing and Structural Steel

Chemical Analysis, A 36, A 615.....	\$ 135
Fireproofing Density Test, UBC 7-6.....	\$ 60
Hardness Test, Rockwell, A 370.....	\$ 70
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325.....	\$ 130
Mechanically Spliced Reinforcing Tensile Test, ACI.....	\$ 150
Pre-Stress Strand (7 wire), A 416.....	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706.....	\$ 55
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370.....	\$ 80
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI.....	\$ 60

Concrete

Compression Tests, 6x12 Cylinder, C 39.....	\$ 25
Concrete Mix Design Review, Job Spec.....	\$ 155
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI.....	\$ 825
Concrete Cores, Compression (excludes sampling), C 42.....	\$ 60
Drying Shrinkage, C 157.....	\$ 350
Flexural Test, C 78.....	\$ 65
Flexural Test, C 293.....	\$ 60
Flexural Test, CT 523.....	\$ 80
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI.....	\$ 275
Jobsite Testing Laboratory.....	Quote
Lightweight Concrete Fill, Compression, C 495.....	\$ 45
Petrographic Analysis, C 856.....	\$ 1,900
Restrained Expansion of Shrinkage Compensation.....	\$ 270
Splitting Tensile Strength, C 496.....	\$ 90
3x6 Grout, (CLSM), C 39.....	\$ 45
2x2x2 Non-Shrink Grout, C 109.....	\$ 45

Asphalt Concrete

Air Voids, T 269.....	\$ 50
Asphalt Mix Design, Caltrans (excl. Aggregate Quality).....	\$ 2,800
Asphalt Mix Design Review, Job Spec.....	\$ 165
Dust Proportioning, CT LP-4.....	\$ 50
Extraction, % Asphalt, including Gradation, D 2172, CT 382.....	\$ 240
Film Stripping, CT 302.....	\$ 110
Hveem Stability and Unit Weight D 1560, T 246, CT 366.....	\$ 215
Marshall Stability, Flow and Unit Weight, T 245.....	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309.....	\$ 150
Moisture Content, CT 370.....	\$ 85
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371.....	\$ 1,000
Slurry Wet Track Abrasion, D 3910.....	\$ 150
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality).....	\$ 5,200
SuperPave, Gyration Unit Wt., T 312.....	\$ 75
SuperPave, Hamburg Wheel, 20,000 passes, T 324.....	\$ 1,000
Unit Weight sample or core, D 2726, CT 308.....	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2.....	\$ 50
Voids filled with Asphalt, (VFA) CT LP-3.....	\$ 50

Aggregates

Clay Lumps and Friable Particles, C 142.....	\$ 160
Cleaness Value, CT 227.....	\$ 160
Crushed Particles, CT 205.....	\$ 165
Durability, Coarse or Fine, CT 229.....	\$ 195
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234.....	\$ 180
Flat and Elongated Particle, D 4791.....	\$ 220
Lightweight Particles, C 123.....	\$ 180
Los Angeles Abrasion, C 131 or C 535.....	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117.....	\$ 75
Organic Impurities, C 40.....	\$ 80
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260.....	\$ 950
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260.....	\$ 1,250
Potential Reactivity of Aggregate (Chemical Method), C 289.....	\$ 450
Sand Equivalent, T 176, CT 217.....	\$ 110
Sieve Analysis, Coarse Aggregate, T 27, C 136.....	\$ 115
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136.....	\$ 130
Sodium Sulfate Soundness, C 88.....	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206.....	\$ 100
Specific Gravity and Absorption, Fine, C 128, CT 207.....	\$ 160

Roofing

Roofing Tile Absorption, (set of 5), C 67.....	\$ 210
Roofing Tile Strength Test, (set of 5), C 67.....	\$ 210

Special preparation of standard test specimens will be charged at the technician's hourly rate.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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

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

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

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

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

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

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

III. Equal Employment Opportunity Outreach Program. Consultants shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. Consultants shall submit with their proposal a Work Force Report for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

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

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

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

1. For all consultant contracts, the City shall apply a maximum of an additional 12 points for SLBE or ELBE participation, to the proposer's subtotal maximum evaluation points. Additional points will be awarded as follows to achieve the proposer's final maximum evaluation points :

- a. If the proposer achieves 20% participation, apply 5 points to the proposer's score; or

- b. If the proposer achieves 25% participation, apply 10 points to the proposer's score; or
 - c. If the prime consultant is a SLBE or an ELBE, apply 12 points to the proposer's score.
- B. Subcontractor Participation List. The Subcontractor Participation List (Attachment CC) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

V. Maintaining Participation Levels.

- A. Bid discounts and additional points are based on the Consultant's level of participation prior to the award of goods, services, or consultant contract. Consultants are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount or additional points were awarded. The City must approve in writing the reduction in SLBE or ELBE participation levels.
- C. The Consultant shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Consultant's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VI. Definitions.

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

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

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

disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

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

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

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

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

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

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

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

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

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

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

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

VII. Certifications.

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

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

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

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

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

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

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

VIII. List of Attachments.

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

DISCLOSURE OF DISCRIMINATION COMPLAINTS

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

CHECK ONE BOX ONLY.

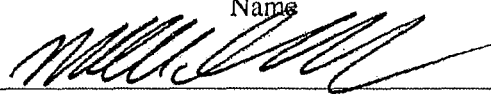
- The undersigned certifies that within the past 10 years the Consultant has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Consultant has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Consultant Name HELIX Environmental Planning, Inc.

Certified By Michael Schwerin Title Chief Executive Officer

Name

 Signature

Date January 25, 2017

USE ADDITIONAL FORMS AS NECESSARY



City of San Diego

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT**ADMINISTRATIVE**

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

NO OTHER FORMS WILL BE ACCEPTED**CONTRACTOR IDENTIFICATION**

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

Name of Company: HELIX Environmental Planning, Inc. (HELIX)

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 7578 El Cajon BoulevardCity: La MesaCounty: San DiegoState: CAZip: 91942Telephone Number: (619) 462-1515FAX Number: (619) 462-0552Name of Company CEO: Michael Schwerin

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

Address: 703 Palomar Airport Road, Suite 200City: CarlsbadCounty: San DiegoState: CAZip: 92011Telephone Number: (760) 517-9060FAX Number: (619) 462-0552Email: MikeS@helixepi.comType of Business: Environmental ConsultingType of License: BusinessThe Company has appointed: Mylaine Copper

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: 7578 El Cajon Boulevard, La Mesa, CA 91942Telephone Number: (619) 462-1515FAX Number: (619) 462-0552Email: MylaineP@helixepi.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of HELIX Environmental Planning, Inc.

(Firm Name)

San Diego, California

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 13th day of January, 2017.

(Authorized Signature)

Michael Schwerin, Chief Executive Officer

(Print Authorized Signature)

OFFICE(S) or BRANCH(ES): La Mesa and Carlsbad, CA

COUNTY: San Diego

1. 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, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	1	3	3							7	8		
Professional		1	1	1				1			15	23	1	
A&E, Science, Computer											2			
Technical														
Sales														
Administrative Support				1						1		1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	2	4	5	0	0	0	1	0	1	24	32	1	0
--------------------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees 71

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
CValdo Corporation 4901 Morena Blvd., #1110 San Diego, CA 92117	Civil Engineering, Hydrology, and Water Quality	3% (est.)	ELBE	CITY #10CC0103
IS Architecture 5649 La Jolla Boulevard La Jolla, CA 92037	Historic Preservation Architecture	1% (est.)	SLBE WBE	CITY #11IS0316 Caltrans #16564
Ninyo & Moore 5710 Ruffin Road San Diego, CA 92123	Geology/Soils Hazardous Materials	1% (est.)	MBE	CPUC #90CS0160 City of Los Angeles #964
NWB Environmental Services, LLC 3033 5th Avenue, #210 San Diego, CA 92103	Cultural Resource Analysis	8% (est.)	SLBE DVBE/SBE MBE	CITY #14NW1052 CA DGS #1750108 CPUC #12110120
Red Tail Monitoring & Research, Inc. P.O. Box 507 Santa Ysabel, CA 92070	Native American Monitoring	2% (est.)	SLBE MBE	CITY #14RT1235 CPUC #15060291
Rocks Biological Consulting 2621 Denver Street, #B San Diego, CA 92110	Biological Resource Analysis	8% (est.)	ELBE WBE	CITY #11RB0323 CPUC #13040190
San Diego Natural History Museum 1788 El Prado San Diego, CA 92101	Paleontological Assessment and Monitoring	1% (est.)	OBE	N/A
Schmidt Design Group, Inc. 1111 Sixth Avenue, #500 San Diego, CA 92101	Landscape Architecture Park Planning	2% (est.)	SLBE	CITY #12SD0752
The Bodhi Group, Inc. 5480 Baltimore Drive, #209 La Mesa, CA 91942	Geology/Soils Hazardous Materials	1% (est.)	ELBE MBE DBE	CITY #11TB0308 CPUC #16000108 Caltrans #37626

List of Abbreviations:

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

** Listed for informational purposes only.*

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


CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: As-needed Environmental Services for the
Park and Recreation Department

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:

HELIX Environmental Planning, Inc.
Name under which business is conducted

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

Signed 
Printed Name Michael Schwerin
Title Chief Executive Officer
Date May 9, 2017

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: Park & Recreation - Open Space Division
- 2. Name of Specific Consultant & Company: Helix Environmental Planning, Inc.
- 3. Address, City, State, ZIP 7578 El Cajon Blvd, La Mesa, CA 91942
- 4. Project Title (as shown on 1472, "Request for Council Action") Agreement with Helix Environmental Planning, Inc. for professional As-Needed Environmental Consulting Services.
- 5. Consultant Duties for Project: Provide environmental consulting services relating to various citywide programs and initiatives including open space projects, environmental planning, brush management, mitigation.
- 6. Disclosure Determination [select applicable disclosure requirement]:



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

- or -



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



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

- or -



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

By:

[Name/Title]*

CASEY SMITH, DEPUTY DIRECTOR

[Date]

5/10/17

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

DEFINITION OF "CONSULTANT"

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

- (A) Makes a governmental decision whether to:
1. Approve a rate, rule or regulation;
 2. Adopt or enforce a law;
 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
 5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
 6. Grant City approval to a plan, design, report, study, or similar item;
 7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or
- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

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

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

Regulation 18701 (a)(2)

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

1/28/2006

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

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

BACKGROUND:

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

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

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

PURPOSE:

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

POLICY:

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

LEED (Leadership in Energy and Environmental Design):

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

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

SUSTAINABLE BUILDING MEASURES:

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

1. Design and construct mechanical and electrical systems to achieve the maximum energy efficiency achievable with current technology. Consultants shall use computer modeling programs, (Energy Pro) to analyze the effects of various design options and select the set of options producing the most efficient integrated design. Energy efficiency measures shall be selected to achieve energy efficiencies at least 22.51% better than California's Title 24,2001 standards for both new construction and major renovation projects.
2. Incorporate self-generation using renewable technologies to reduce environmental impacts associated with fossil fuel energy use. Newly constructed City facilities shall generate a minimum of 10%, with a goal of 20% from renewable technologies (e.g., photovoltaic, wind and fuel cells).
3. Eliminate the use of CFC based refrigerants in newly constructed facilities and major building renovations and retrofits for all heating, ventilation, air conditioning and refrigerant-based building systems.
4. Incorporate additional commissioning and measurement and verification procedures as outlined by LEED 2.0 Rating System, Energy and Atmospheres, credit 3 and credit 5 for all projects over 20,000 sq. ft.
5. Reduce the quantity of indoor air contaminants that are odorous or potentially irritating to provide installer(s) and occupant(s) health and comfort. Low-emitting materials will include adhesives, paints, coatings carpet systems, composite wood and agri-fiber products.
6. In order to maximize energy efficiency measures within these requirements, projects will combine energy efficiency measures requiring longer payback periods, with measures requiring shorter payback periods to determine the overall project period.

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

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

EXHIBIT G

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

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

PRIVATE-SECTOR/INCENTIVES:

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

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

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

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

HEALTH AND RESOURCE CONSERVATION:

1. Projects will be designed to avoid inflicting permanent adverse impact on the natural state of the air, land and water, by using resources and methods that minimize pollution and waste, and do not cause permanent damage to the earth, including erosion.
2. Projects will include innovative strategies and technologies such as porous paving to conserve water, reduce effluent and run-off, thus recharging the water table.
3. When feasible, native plants will be used in landscaping to reduce pesticide, fertilizer, and water usage.
4. Buildings will be constructed and operated using materials, methods, mechanical and electrical systems that ensure a healthful indoor air quality, while avoiding contamination by carcinogens, volatile organic compounds, fungi, molds, bacteria, and other known toxins.

EXHIBIT G

5. Projects will be planned to minimize waste through the use of a variety of strategies such as: a) reuse of materials or the highest practical recycled content; b) raw materials derived from sustainable or renewable sources; c) materials and products ensuring long life/durability and recyclability; d) materials requiring the minimum of energy and rare resources to produce and use; and e) materials requiring the least amount of energy to transport to the job site.

OUTREACH / EDUCATION:

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

IMPLEMENTATION:

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

LEGISLATION:

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

REFERENCES:

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

HISTORY:

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

CITY OF SAN DIEGO
Consultant Performance Evaluation

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

Section I

1. PROJECT DATA	2. CONSULTANT DATA
1a. Project (title, location):	2a. Name and address of Consultant:
1b. Brief Description:	2b. Consultant's Project Manager: Phone: () _____
1c. Budgeted Cost: \$ _____ WBS/IO: _____	

3. CITY DEPARTMENT RESPONSIBLE	
3a. Department (include Division):	3b. Project Manager (address & phone): Phone: () _____

4 & 5. CONTRACT DATA (DESIGN PHASE <input type="checkbox"/> OR CONSTRUCTION SUPPORT <input type="checkbox"/>)																					
4. Design Phase																					
Agreement Date: _____ Resolution #: R- _____	Initial Contract Amount 4a. \$ _____ 4b. Prev. Amendment(s): \$ _____																				
4c. Current Amendment: \$ _____ / Number: _____	4d. Total Agreement (4a. + 4b. + 4c.): \$ _____																				
4d. Type of Work (design, study, as-needed services, etc.):	4e. Key Design Phase Completion Dates: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">% of Design Phase Completion</td> <td style="text-align: center;">%</td> <td style="text-align: center;">%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>Agreed Delivery Date:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Actual Delivery Date:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Acceptance of Plans/Specs.:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>	% of Design Phase Completion	%	%	100%	Agreed Delivery Date:	_____	_____	_____	Actual Delivery Date:	_____	_____	_____	Acceptance of Plans/Specs.:	_____	_____	_____	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Final Construction</td> </tr> <tr> <td>Est. Completion: _____</td> </tr> <tr> <td>Actual Completion: _____</td> </tr> </table>	Final Construction	Est. Completion: _____	Actual Completion: _____
% of Design Phase Completion	%	%	100%																		
Agreed Delivery Date:	_____	_____	_____																		
Actual Delivery Date:	_____	_____	_____																		
Acceptance of Plans/Specs.:	_____	_____	_____																		
Final Construction																					
Est. Completion: _____																					
Actual Completion: _____																					

5. Construction Support	
5a. Contractor _____ <i>(name and address)</i>	Phone () _____
5b. Superintendent _____	
5c. Notice to Proceed _____ (date) 5d. Working days _____ (number) 5e. Actual Working days _____ (number)	5f. Change Orders: Errors/Omissions _____ % of const. cost \$ _____ Unforeseen Conditions _____ % of const. cost \$ _____ Changed Scope _____ % of const. cost \$ _____ Changed Quantities _____ % of const. cost \$ _____ Total Construction Cost \$ _____

6. OVERALL RATING FOR DESIGN PHASE <input type="checkbox"/> OR FOR CONSTRUCTION SUPPORT <input type="checkbox"/>			
	Excellent	Satisfactory	Poor
6a. Quality of Plans/Specifications/As-Built	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Compliance with Contract & Budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness to City Staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6b. Overall Rating _____			

AUTHORIZING SIGNATURES	
7a. Project Manager _____	Date _____
7b. Section Head _____	Date _____

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

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

Item _____:

Item _____:

Item _____:

Item _____:

(*Supporting documentation attached: Yes No)

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

EXHIBIT I

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

A. BID/PROPOSER/SOLICITATION TITLE:

City of San Diego Park and Recreation Department, As-Needed Environmental Services

(Contract Number: H176879)

B. BIDDER/PROPOSER INFORMATION:

HELIX Environmental Planning, Inc.

Legal Name	DBA
7578 El Cajon Boulevard	La Mesa CA 91942
Street Address	City State Zip
Michael Schwerin, CEO (619) 462-1515 / 0552	
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 Attachment "A" to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

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

Yes No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation Date incorporated: 10/01/1991 State of incorporation: California

List corporation's current officers: President: Michael Schwerin, CEO

Vice Pres: Tamara S. Ching and Shelby Howard

Secretary: Kristin L. Olszak, CFO

Treasurer: _____

Is your firm a publicly traded corporation? Yes No

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

Note: Employee Stock Ownership Plan (ESOP) owns majority interest. Michael Schwerin and Kristin Olszak each own in excess of 10% of shares.

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

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

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

Sole Proprietorship Date started: ___ / ___ / ___

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

Joint Venture Date formed: ___ / ___ / ___

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes No

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

2. In the past five (5) years, has your firm been denied bonding?
 Yes No

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

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

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

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

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

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

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

Name of Bank: Wells Fargo Bank

Point of Contact: Rick McNiven

Address: 111 W. Ocean Boulevard, Suite 530, Long Beach, CA 90802

Phone Number (562) 628-2129

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

F. PERFORMANCE HISTORY:

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

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

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

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

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

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

7. Performance References:

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

Company Name: City of San Diego Park and Recreation Department

Contact Name and Phone Number: Joel Hyatt, Senior Planner, Open Space Division, (619) 685-1359

Contact Email: jhyatt@sandiego.gov

Address: 202 C Street, 5th Floor, MS 5D, San Diego, CA 92101

Contract Date: June 4, 2012 – June 12, 2017

Contract Amount: \$500,000

Requirements of Contract: As-needed environmental consulting services for park and recreation projects.

Company Name: City of San Diego Public Works Department/Engineering & Capital Projects

Contact Name and Phone Number: Carrie Purcell, Principal Planner, (619) 533-5124

Contact Email: cpurcell@sandiego.gov

Address: 525 B Street, Suite 750, MS 908A, San Diego, CA 92101

Contract Date: January 11, 2011 – January 11, 2016

Contract Amount: \$1,500,000

Requirements of Contract: As-needed environmental consulting services for infrastructure projects including water/wastewater facilities, electrical utility undergrounding, roadways, bridges, and fire stations.

Company Name: City of San Diego Public Utilities Department

Contact Name and Phone Number: Keli Balo, Project Officer, (858) 292-6423

Contact Email: KBalo@sandiego.gov

Address: 9192 Topaz Way, MS 901A, San Diego, CA 92123

Contract Date: January 6, 2012 – January 6, 2017

Contract Amount: \$1,000,000

Requirements of Contract: As-needed biological services.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

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

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

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

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

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

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

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

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

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

I. WAGE COMPLIANCE:

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

J. STATEMENT OF SUBCONTRACTORS:

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

Company Name: CValdo Corporation

Contact Name and Phone Number: Mike Cairns, PE, Principal, (858) 866-0128

Contact Email: mikec@cvaldo.com

Address: 4901 Morena Blvd., #1110, San Diego, CA 92117

Contract Date: TBD

Sub-Contract Dollar Amount: 3% (est.)

Requirements of Contract: Provide civil engineering, hydrology, and water quality services.

What portion of work will be assigned to this subcontractor: Civil Engineering, Hydrology, and Water Quality

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

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

Company Name: IS Architecture

Contact Name and Phone Number: Ione R. Stiegler, FAIA, NCARB, Architect, (858) 456-8555

Contact Email: istiegler@isarchitecture.com

Address: 5649 La Jolla Boulevard, La Jolla, CA 92037

Contract Date: TBD

Sub-Contract Dollar Amount: 1% (est.)

Requirements of Contract: Conduct surveys, inventories, and significance determinations for historic resources.

What portion of work will be assigned to this subcontractor: Historic Preservation Architecture

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

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

K. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

Equipment Description: GPS equipment

Owned Rented Other (explain below)

If Owned, Quantity Available: 4 Trimbles, 12 Garmins, and 6 Apple iPads

Year, Make & Model: 2010 - 2015

Explanation: Use to map resources in the field.

Equipment Description: Noise/vibration monitors

Owned Rented Other (explain below)

If Owned, Quantity Available: 12

Year, Make & Model: 2000 - 2015; Larson Davis 831, 2900, 720, Lxt, and Cal 250; National 92105; and Spark 703P-PK1

Explanation: Use to measure noise levels.

Equipment Description: Copiers/printers

Owned Rented Other (explain below)

If Owned, Quantity Available: 12

Year, Make & Model: 2013 - 2015; Xerox and Hewlett Packard; various models

Explanation: Use to make incidental copies and print reports.

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

Initial submission of *Contractor Standards Pledge of Compliance*.

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

Complete all questions and sign below.

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

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004: (a) I

and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

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

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

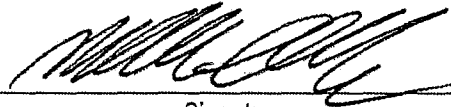
(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

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

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

Michael Schwerin, CEO

Name and Title



Signature

January 25, 2017

Date

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

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

See Attachment for Item J. Statement of Contractors.

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

Michael Schwerin, CEO
Print Name, Title



Signature

January 25, 2017
Date

City of San Diego Purchasing & Contracting Department
CONTRACTORS STANDARDS
Pledge of Compliance Attachment "A"

J. STATEMENT OF SUBCONTRACTORS (cont.)

Company Name: Ninyo & Moore

Contact Name and Phone Number: Woody Hays, Principal Environmental Manager, (858) 576-1000

Contact Email: whays@ninyoandmoore.com

Address: 5710 Ruffin Road, San Diego, CA 92123

Contract Date: TBD

Sub-Contract Dollar Amount: 1% (est.)

Requirements of Contract: Conduct geological desktop surveys and hazardous waste assessments.

What portion of work will be assigned to this subcontractor: Geology/Soils, Hazardous Materials

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

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

Company Name: NWB Environmental Services, LLC

Contact Name and Phone Number: Michael Taylor, President, (619) 546-5196

Contact Email: mtaylor@nwbenvironmental.com

Address: 3033 5th Avenue, #210, San Diego, CA 92103

Contract Date: TBD

Sub-Contract Dollar Amount: 8% (est.)

Requirements of Contract: Conduct cultural resource surveys.

What portion of work will be assigned to this subcontractor: Cultural Resource Analysis

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

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

Company Name: Red Tail Monitoring & Research, Inc.

Contact Name and Phone Number: Clint Linton, Owner, (760) 803-5694

Contact Email: Cjllinton73@aol.com

Address: P.O. Box 507, Santa Ysabel, CA 92070

Contract Date: TBD

Sub-Contract Dollar Amount: 2% (est.)

Requirements of Contract: Conduct Native American monitoring.

What portion of work will be assigned to this subcontractor: Native American Monitoring

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

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

City of San Diego Purchasing & Contracting Department
CONTRACTORS STANDARDS
Pledge of Compliance Attachment "A"

J. STATEMENT OF SUBCONTRACTORS (cont.)

Company Name: Rocks Biological Consulting

Contact Name and Phone Number: Melanie Rocks, Owner/Biologist, (619) 701-6798

Contact Email: melanie@rocksbio.com

Address: 2621 Denver Street, #B, San Diego, CA 92110

Contract Date: TBD

Sub-Contract Dollar Amount: 8% (est.)

Requirements of Contract: Conduct biological resource surveys.

What portion of work will be assigned to this subcontractor: Biological Resource Analysis

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

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

Company Name: San Diego Natural History Museum

Contact Name and Phone Number: Thomas A. Deméré, PhD – Executive Director, Dept. of PaleoServices, (619) 255-0232 or (619) 255-0309

Contact Email: tdemere@sdnhm.org

Address: 1788 El Prado, San Diego, CA 92101

Contract Date: TBD

Sub-Contract Dollar Amount: 1% (est.)

Requirements of Contract: Conduct paleontological resource surveys, inventories, and significance determinations.

What portion of work will be assigned to this subcontractor: Paleontological Assessment and Monitoring

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

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

Company Name: Schmidt Design Group, Inc.

Contact Name and Phone Number: Glen Schmidt, FASLA, RLA, President/Principal-in-Charge, (619) 236-1462

Contact Email: gschmidt@schmidtsg.com

Address: 1111 Sixth Avenue, #500, San Diego, CA 92101

Contract Date: TBD

Sub-Contract Dollar Amount: 2% (est.)

Requirements of Contract: Provide landscape architecture, park planning, and computer simulation services.

What portion of work will be assigned to this subcontractor: Landscape Architecture, Park Planning

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

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

City of San Diego Purchasing & Contracting Department
CONTRACTORS STANDARDS
Pledge of Compliance Attachment "A"

J. STATEMENT OF SUBCONTRACTORS (cont.)

Company Name: The Bodhi Group, Inc.

Contact Name and Phone Number: Jonathan Goodmacher, PG, CEG, CHG, Senior Geologist, (858) 513-1469

Contact Email: jgoodmacher@thebodhigroup.com

Address: 5480 Baltimore Drive, #209, La Mesa, CA 91942

Contract Date: TBD

Sub-Contract Dollar Amount: 1% (est.)

Requirements of Contract: Conduct geological desktop surveys and hazardous waste assessments.

What portion of work will be assigned to this subcontractor: Geology/Soils, Hazardous Materials

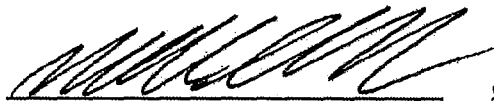
Is this Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

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

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

Michael Schwerin, CEO

Print Name, Title



Signature

January 25, 2017

Date

**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.

HELIX Environmental Planning, Inc.

Name of Firm

Signature of Authorized Representative

Michael Schwerin, Chief Executive Officer

Printed/Typed Name

January 25, 2017

Date

CONSULTANT CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: As-needed Environmental Service for the Park and Recreation Department

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

HELIX Environmental Planning, Inc.
(Name under which business is conducted)

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

Signed 

Printed Name Michael Schwerin

Title Chief Executive Officer

Item 103
6-20-17

RESOLUTION NUMBER R- 311189

DATE OF FINAL PASSAGE JUN 21 2017

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING AN AGREEMENT WITH HELIX
ENVIRONMENTAL PLANNING, INC. FOR AS-NEEDED
ENVIRONMENTAL CONSULTANT SERVICES.

WHEREAS, in December 2016, the City, through Public Works Contracting, advertised a Request for Proposals (RFP) through the City's website to retain the services of a qualified consultant to provide as-needed professional environmental planning consultant services for various projects, programs, and initiatives citywide with a maximum contract value not to exceed \$2,000,000 (Agreement) and a duration not to exceed five (5) years; and

WHEREAS, Helix Environmental Planning, Inc. (Helix) submitted a bid in response to the City's RFP and was selected as the most qualified firm following a competitive selection process to provide as-needed professional environmental planning consultant support services for various projects, programs, and initiatives citywide; and

WHEREAS, the terms of the Agreement between the City and Helix are expressed in the Agreement; NOW, THEREFORE,

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

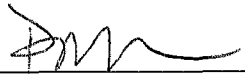
1. That the Mayor, or his designee, is authorized to execute, for and on behalf of the City, an agreement between the City of San Diego and Helix Environmental Planning, Inc. for professional as-need environmental consulting services in an amount not to exceed \$2,000,000 and not to exceed a duration of five (5) years.

2. That the Chief Financial Officer is authorized to expend an amount not to exceed \$2,000,000 over five (5) years for future tasks using various funding sources for the purpose of

executing this agreement contingent upon Council approval of the Annual Appropriation Ordinance for the applicable fiscal year and upon the CFO first furnishing one or more certificates demonstrating that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

3. Authorizing the expenditure of \$1,000.00 from General Fund 100000 for the purposes of executing this agreement and meeting the minimum contract requirements.

APPROVED: MARA W. ELLIOTT, City Attorney

By 
Bonny Hsu
Deputy City Attorney

BH:bas
May 17, 2017
June 19, 2017 (COR.COPY)
Or.Dept:P&R
CC No. N/A
Doc. No.: 1506481

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JUN 20 2017.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 6/21/17
(date)


KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on JUN 20 2017, by the following vote:

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

Date of final passage JUN 21 2017.

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

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California.

(Seal)

By , Deputy

Office of the City Clerk, San Diego, California

Resolution Number R-311189

Passed by the Council of The City of San Diego June 20, 2017, by the following vote:

YEAS: BRY, WARD, COLE, KERSEY, SHERMAN, ALVAREZ, GOMEZ.
NAYS: NONE.
NOT PRESENT: ZAPF, CATE.
RECUSED: NONE.

AUTHENTICATED BY:
KEVIN L. FAULCONER
Mayor of The City of San Diego, California
ELIZABETH S. MALAND
City Clerk of The City of San Diego, California


(Seal)

By: Matthew R. Hilario, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R-311189, approved on June 20, 2017. The date of final passage
is June 21, 2017.

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

(Seal)

By:  Deputy