

|                                                        |                                                                  |
|--------------------------------------------------------|------------------------------------------------------------------|
| <b>REQUEST FOR COUNCIL ACTION</b><br>CITY OF SAN DIEGO | CERTIFICATE NUMBER<br>(FOR COMPTROLLER'S USE ONLY)<br>3000004538 |
|--------------------------------------------------------|------------------------------------------------------------------|

|                     |                                                       |                     |
|---------------------|-------------------------------------------------------|---------------------|
| TO:<br>CITY COUNCIL | FROM (ORIGINATING DEPARTMENT):<br>Park and Recreation | DATE:<br>10/20/2011 |
|---------------------|-------------------------------------------------------|---------------------|

SUBJECT: As-Needed Environmental Services Consultant Agreement with Helix Environmental Planning, Inc.

|                                                               |                                                                |
|---------------------------------------------------------------|----------------------------------------------------------------|
| PRIMARY CONTACT (NAME, PHONE):<br>Chris Zirkle,(619) 685-1323 | SECONDARY CONTACT (NAME, PHONE):<br>Heidi Lang, (619) 685-1315 |
|---------------------------------------------------------------|----------------------------------------------------------------|

**COMPLETE FOR ACCOUNTING PURPOSES**

|                              |            |      |      |      |      |
|------------------------------|------------|------|------|------|------|
| FUND                         | 100000     |      |      |      |      |
| DEPT / FUNCTIONAL AREA       |            |      |      |      |      |
| ORG / COST CENTER            | 1714151101 |      |      |      |      |
| OBJECT / GENERAL LEDGER ACCT | 512059     |      |      |      |      |
| JOB / WBS OR INTERNAL ORDER  |            |      |      |      |      |
| C.I.P./CAPITAL PROJECT No.   |            |      |      |      |      |
| AMOUNT                       | \$1,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |

|                              |      |      |      |      |      |
|------------------------------|------|------|------|------|------|
| FUND                         |      |      |      |      |      |
| DEPT / FUNCTIONAL AREA       |      |      |      |      |      |
| ORG / COST CENTER            |      |      |      |      |      |
| OBJECT / GENERAL LEDGER ACCT |      |      |      |      |      |
| JOB / WBS OR INTERNAL ORDER  |      |      |      |      |      |
| C.I.P./CAPITAL PROJECT No.   |      |      |      |      |      |
| AMOUNT                       | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

COST SUMMARY (IF APPLICABLE):

**ROUTING AND APPROVALS**

| CONTRIBUTORS/REVIEWERS:       | APPROVING AUTHORITY       | APPROVAL SIGNATURE | DATE SIGNED |
|-------------------------------|---------------------------|--------------------|-------------|
| Financial Management          | ORIG DEPT.                | LoMedico, Stacey   | 10/21/2011  |
| Comptroller                   | CFO                       |                    |             |
| Environmental Analysis        | DEPUTY CHIEF              |                    |             |
| Liaison Office                | COO                       |                    |             |
| Equal Opportunity Contracting | CITY ATTORNEY             | Wander, Adam       | 11/1/2011   |
|                               | COUNCIL PRESIDENTS OFFICE |                    |             |

PREPARATION OF:     RESOLUTIONS     ORDINANCE(S)     AGREEMENT(S)     DEED(S)

The Mayor or his designee is authorized to execute an agreement with Helix Environmental Planning, Inc. to provide As-Needed professional environmental planning services in an amount not to exceed \$500,000; and

The Chief Financial Officer is authorized to expend an amount not to exceed \$500,000 over five (5) years for the purpose of funding the As-Needed professional environmental planning services agreement with Helix Environmental Planning, Inc., contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and provided that the Chief Financial Officer first furnishes one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer; and

The Chief Financial Officer is authorized to expend an amount not to exceed \$1,000 from Park and Recreation Department, Open Space Division, Fund 100000, General Fund, Cost Center 1714151101, Project Management – MSCP/NRMP, for the purpose of executing this agreement and meeting minimum contract requirements.

**STAFF RECOMMENDATIONS:**

Approve Requested Actions

**SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)**

**COUNCIL DISTRICT(S):** Citywide

**COMMUNITY AREA(S):** Citywide

**ENVIRONMENTAL IMPACT:** This activity is not a “project” as defined in CEQA Guidelines Section 15378 because it involves the performance of as-needed planning and environmental services that on its own accord will not cause any significant environmental impacts. As such, this activity is not subject to CEQA pursuant to Section 15060(c)(3). Future projects will be subject to discretionary review in accordance with the City's Land Development Code and CEQA. This determination is predicated on Section 15004 of the guidelines, which provides direction to lead agencies on the appropriate timing for environmental review.

**CITY CLERK INSTRUCTIONS:** Please contact Heidi Lang when certified resolution is ready for pick-up.

**COUNCIL ACTION  
EXECUTIVE SUMMARY SHEET  
CITY OF SAN DIEGO**

DATE: 10/20/2011

ORIGINATING DEPARTMENT: Park and Recreation

SUBJECT: As-Needed Environmental Services Consultant Agreement with Helix Environmental Planning, Inc.

COUNCIL DISTRICT(S): Citywide

CONTACT/PHONE NUMBER: Chris Zirkle/(619) 685-1323

**DESCRIPTIVE SUMMARY OF ITEM:**

This item is for an As-Needed Environmental Services Consultant Agreement with Helix Environmental Planning, Inc., for the Park and Recreation Department. The five-year agreement is not to exceed \$500,000.

**STAFF RECOMMENDATION:**

Approve Requested Actions

**EXECUTIVE SUMMARY OF ITEM BACKGROUND:**

The Park and Recreation Department would like to begin using services from an As-Needed Environmental Services consultant agreement to perform various environmental planning services in support of its planning, operations and maintenance projects. Specifically, these services are anticipated to annually include:

- \$10,000 Biological Surveys for Natural Resources Management Plans
- \$ 5,000 Third Party Fiscal Review of Endowments for Maintenance
- \$40,000 24/7 Responses to Slope Failures and Preliminary Recommendations  
Maintenance Assessment Districts (\$10,000)  
Open Space (\$20,000)  
Other Park and Recreation Divisions (\$10,000)
- \$ 5,000 Trail Construction Monitoring
- \$10,000 Recreational Planning  
Trails in Open Space and Ad-Hoc Facilities in Developed Parks
- \$10,000 Habitat Restoration Design
- \$10,000 GIS Mapping and Data Modeling
- \$10,000 CEQA and Permit Support

To design or construct a typical project, the City utilizes consultants that provide natural, cultural, and other environmental resource specialists. Several factors such as workload, required expertise and schedule weigh into the decision to determine how to acquire the environmental support. Because the amount of time required for developing a scope, advertising, scheduling interviews, evaluating, and awarding a contract can be quite lengthy, use of an as-needed contract proves very beneficial and efficient in the timely procurement of the required services. Task orders are issued to as-needed consultants based on work load and expertise required.

This Agreement would retain the services of Helix Environmental Planning, Inc. to provide professional environmental planning services on an as-needed, hourly fee basis. The maximum contract cost would not exceed \$500,000 over a maximum period of five years (a two-year, initial term and three option years). Currently, the City has limited capacity and expertise to provide all the required technical environmental planning services. The City advertised the Request for Proposals for As-Needed Environmental Services Consultants in San Diego Daily Transcript, Integrated Marketing Systems, and on two City websites for contract opportunities. Eleven firms responded to the advertisement and four firms were short listed based on their qualifications using the evaluation criteria listed in the RFP. These firms were interviewed in conformance with Council Policy 300-7, and Helix Environmental Planning, Inc. was selected as highly qualified to provide the required services. This Agreement provides for professional environmental planning services in support of planning, design, and construction of various capital improvements, and operations and maintenance projects. These services will be provided on an as-needed, hourly fee basis.

#### FISCAL CONSIDERATIONS:

The City agrees to issue a task order with the minimum aggregate value of \$1,000 to Helix Environmental Planning, Inc. Funding for this minimum guaranteed amount of \$1,000 will come from Cost Center 1714151101, Fund 100000, Project Management – MSCP/NRMP, General Fund. The maximum contract amount shall not exceed \$500,000, on a task order basis and upon authorization by the department's contract administrator. Funding for future tasks will be from CIP, operations, or maintenance projects requiring these services.

#### EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

Funding Agency: City of San Diego

Goals: 20% voluntary (MBE/WBE/DBE/DVBE/OBE)

Sub-consultant Participation: Due to the nature of this as-needed contract, the participation will be reviewed based upon the issuance of individual tasks. Helix Environmental Planning, Inc. has identified the following firms as likely to be used on tasks: Allied Geotechnical Engineers, CValdo Corporation, California Tree Service, Inc., Rocks Biological Consulting, San Diego Natural History Museum, and Affinis Environmental Services.

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

This item will go to the Natural Resources and Culture Committee, tentatively in January 2012.

**COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:**

City staff and the consultant will work with the communities as applicable for projects receiving services by this agreement.

**KEY STAKEHOLDERS AND PROJECTED IMPACTS:**

Upon approval of the Agreement, Helix Environmental Planning, Inc. could receive up to \$500,000.

LoMedico, Stacey

Originating Department

\_\_\_\_\_  
Deputy Chief/Chief Operating Officer

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
HELIX ENVIRONMENTAL PLANNING, INC.**

**FOR**

**AS-NEEDED ENVIRONMENTAL SERVICES FOR THE  
PARK AND RECREATION DEPARTMENT**

**CONTRACT NUMBER: H115495**

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES**

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## EXHIBITS

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- Exhibit C - Compensation and Fee Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
  - (AA) Work Force Report
  - (BB) Subcontractors List
  - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - Consultant Evaluation Form
- Exhibit I - Vendor Registration Form
- Exhibit J - Contractor Standards Pledge of Compliance
- Exhibit K - Equal Benefits Ordinance Certification of Compliance

**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. to provide Professional Services to the City for environmental on an as-needed basis.

**RECITALS**

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

The City is concerned that one Design Professional may not be able to meet all the City's needs for the Professional Services in a timely and efficient manner and, therefore, the City may enter into an agreement with more than one Design Professional to provide the Professional Services on an as-needed, hourly basis in exchange for a guaranteed minimum amount of work with each Design Professional.

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 substantially the same or similar Professional Services during the term of this Agreement.

**1.2 Task Administrator.** The Park and Recreation Department 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 "new" Task Orders for no more than 60 months following the date of its execution by the City, unless said duration is modified in writing by an amendment to this AGREEMENT. Furthermore, the total aggregate duration of Task Orders issued under this Agreement shall not exceed sixty (60) months from the original effective date, unless approved by City Ordinance.

**2.2 Time of Essence.** Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of 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 \$500,000. 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 Task; or (2) where the total cost for performance of the Scope of Services appears that it may be greater or less than the maximum compensation for this Agreement or for any Task.

## 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 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 Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The 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 Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

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

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

**4.3.4.1 Commercial General Liability Insurance Endorsements**

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

not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

**PRIMARY AND NON-CONTRIBUTORY COVERAGE.** The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of 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 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 BB) 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 additional Subcontractor Services, the Design Professional shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subcontractor Services. The Design Professional's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subcontractor Services. The Design Professional may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

**4.4.1 Subcontractor Contract.** All contracts entered into between the 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** Each Subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Each Subcontractor shall obtain, and the Design Professional shall require the Subcontractor to obtain, all policies described in Section 4.3.1.

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

#### **4.6 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 Design Professional 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, 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 Project plans and other design services 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 attorney's 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.** Unless specifically removed from the Scope of Work (Exhibit A), the Design Professional shall comply with Section 43.03 of the San Diego Municipal Code, Storm Water Management Discharge Control, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official. Further, the Design Professional shall prepare and incorporate into the construction documents a Storm Water Pollution Prevention Plan (SWPPP) to be implemented by the contractor during Project construction. Where applicable, the SWPPP shall comply with both the California Regional Water Quality Control Board Statewide General Construction Storm Water permit and National Pollution Discharge Elimination System permit requirements and any municipal regulations adopted pursuant to the permits.

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

## ARTICLE V

### RESERVED

## ARTICLE VI

### INDEMNIFICATION

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

## **6.2 Design Professional Services Indemnification and Defense.**

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

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

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

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

## **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 Product 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(s) to the City, the agreement between Design Professional and the Subcontractor [Subcontractor Agreement]

shall include a statement that identifies that the Deliverable/Work product as a “work-for hire” as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. 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, 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 officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before 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, attorney’s 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: Park and Recreation Department, 1250 Sixth Avenue, San Diego, CA 92101 and notice to the Design Professional shall be addressed to: Helix Environmental Planning, Inc., 7578 El Cajon Boulevard, Suite 200, 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: Tom Huffman and Andrea Bitterling. Accordingly, performance of Professional Services on the Project 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 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 the Project.

**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 on the Project.

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

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

Registration will be a prerequisite for the following:

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

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

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

**9.23 Contractor Standards.** This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as (Exhibit J). The Contractor Standards are available online at

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

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

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

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

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements. Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at [www.sandiego.gov/purchasing/](http://www.sandiego.gov/purchasing/) or can be requested from the Equal Benefits Program at (619) 533-3948.

*The remainder of this page has been intentionally left blank.*

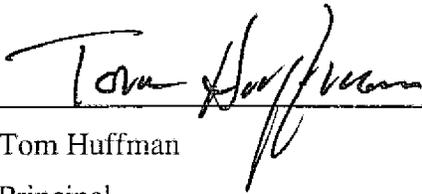
**IN WITNESS WHEREOF**, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R - \_\_\_\_\_, authorizing such execution, and by the Design Professional pursuant to Certificate of Secretary.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

THE CITY OF SAN DIEGO  
Mayor or Designee

By \_\_\_\_\_

I HEREBY CERTIFY I can legally bind Helix Environmental and that I have read all of this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By  \_\_\_\_\_  
Tom Huffman  
Principal

I HEREBY APPROVE the form and legality of the foregoing Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

JAN I. GOLDSMITH, City Attorney

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

## 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) Work Force Report
  - (BB) Subcontractors List
  - (CC) Contract Activity Report
- 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 - Vendor Registration Form
- Exhibit J - Contractor Standards Pledge of Compliance
- Exhibit K - Equal Benefits Ordinance Certification of Compliance

## SCOPE OF SERVICES

### AS-NEEDED ENVIRONMENTAL SERVICES FOR THE PARK AND RECREATION DEPARTMENT, FY 2012-2016 (H115494)

#### 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 Program (CIP) 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.) and facilities installation and maintenance (including trails, bridges, slopes, storm water conveyances, parking lots, etc.), and other engineering-type projects. The Consultant shall provide services to ensure planning and permitting activities remain in compliance with jurisdictional regulations and related expenditure guidelines.

Separate task orders developed for As-Needed support 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 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, therefore, the Consultant must be capable of completing all listed and related examples; 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 or general projects during the approved contract period.

## **2.0 SCOPE OF SERVICES:**

Typical tasks include, but may not be limited to, 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 Division 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, but is not limited to:

- Botanist(s) qualified to perform detailed plant species surveys including focused surveys for sensitive plant species (e.g., Willoway monardella, San Diego ambrosia, etc.),
- Ornithologist(s) qualified to perform general bird surveys and focused surveys for sensitive bird species (e.g., California gnatcatcher, least Bell's vireo, etc.),
- Arborist(s) experienced in native tree pruning and transplanting,
- Wildlife biologist(s) qualified to survey for other local mammals, reptiles, fish, invertebrates, and amphibians, and
- Person(s) with GPS and GIS mapping abilities.

Surveys and review may include biological impact analysis and resource impact minimization recommendations as necessary for Division 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 Division projects which have the potential to impact City, state, or federal jurisdictional wetlands. The project team shall include person(s) 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 which need Federal permits, U.S. Fish and Wildlife Service Endangered Species Consultation, or are subject to NEPA. The project team shall include 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 Division 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 Division 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 during construction of public works projects 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.
  - 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.
  - 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.
- 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 Division 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 long term cost estimates for maintaining restoration sites.

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

This task involves the preparation of detailed contract plans and specifications for Division 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.

### **2.1.7 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 Division projects. This task could include the preparation of necessary permit application packages and any required meetings with the agencies to obtain the permits.

**2.1.8 Provide management assistance in maintaining the First San Diego River Improvement Project (FSDRIP) wetland mitigation area.**

- Attend site visits with City staff to monitor biological impacts within project area and provide guidance to protect the projects natural resources as required under the FSDRIP Natural Resource Management Plan. Assist with maintaining United States Army Corps of Engineers permit requirements.
- Provide guidance, oversight, and assistance to include all landscape maintenance procedures and identification of sensitive plant and bird species (those that are listed as endangered, threatened, or rare by the U.S. Fish and Wildlife Service, California Department of Fish and Game, and California Native Plant Society) and exotic weed species typically found in riparian woodland, freshwater marsh, and open water.
- Provide project historical background information and historical data as it relates to project monitoring and guidance.
- Identify bird nests in sensitive habitat areas.
- Assist the City in complying with Water Quality Order No. 2004-0009-DWG Statewide General National Pollutant Discharge Elimination System (NPDES) Permit for Discharge of Aquatic Pesticides for Aquatic Weed Control in Waters of the United States General Permit No. CAG990005.
  - Prepare Aquatic Pesticide Notice of Intent (NOI) for FSDRIP.
  - Prepare Aquatic Pesticide Application Action Plan for FSDRIP.

- Collect water samples from FSDRIP prior to and following aquatic pesticide application and submit them to testing labs for analysis for the NPDES aquatic pesticide water quality testing program.
- Prepare Aquatic Pesticide Application Report for FSDRIP.
- Provide final report to appropriate regulatory agencies.

## 2.2 PLANNING SERVICES

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 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.
- The consultant may be asked to design trails, including trail features such as:
  - Water management/erosion control,
  - Steps and landings,
  - Puncheon bridges,
  - Causeways,
  - Boardwalks, and

- Retaining structures and viewpoints.

Differing levels of design may be required, depending upon the mechanism chosen by the City for procurement of a construction contractor.

- 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 Division in evaluating and maintaining the facilities it manages such as manufactured slopes and storm water conveyances.

- Provide physical and chemical characterizations of groundwater.
- Evaluate slope stability including, if necessary, subsurface work.
- Evaluate causes for erosion, slope and conveyance system failures.

- Obtain and review existing geotechnical reports and grading plans/as-built.
- Evaluate the urgency to remediate (temporary and emergency) unstable situations.
- Evaluate threats of unstable situations to structures and other improvements.
- 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 per day and seven days per 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 Division 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,
- Report preparation in compliance with the City's Historical Resources and City's Paleontological Resource Guidelines, as well as state and federal guidelines, and
- Coordination of 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. 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:

1. Botanist(s) with documented training and local experience with the native plant species, qualified to perform rare plant species surveys.
2. 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. Wildlife biologist(s) qualified and permitted to survey for local mammals, reptiles, fish, and amphibians.
4. Arborist(s) experienced in native tree pruning and transplanting techniques and knowledge of tree pests, diseases and treatments.
5. Person(s) qualified to perform wetlands delineations.
6. Biologist(s) qualified and permitted to survey for invertebrates.
7. Biologist(s) with previous experience monitoring during construction of public works projects is required.
8. Biologist(s) with previous experience monitoring public works revegetation projects is required
9. Biologist(s) or landscape architect with experience in field vegetation sampling and monitoring techniques.
10. Person(s) experienced and qualified to prepare Biological Assessments in accordance with Federal guidelines.
11. Restoration ecologist, biologist, and/or landscape architect with experience in the design of native habitat restoration projects.

12. Registered civil engineer with experience in design of trail projects.
13. Registered Geologist/Geotechnical Engineer.
14. Regulatory permitting specialist with experience completing permit application packages and successfully obtaining project-specific permits from the agencies listed in Section B-9 of this scope.
15. GIS Specialist(s) to create and produce report figures and maps, along with GIS analysis.
16. 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 may include:

- Progress meetings with Division staff.
- Meetings with Division 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.
- Meetings with Regulatory Agency staff during permit application and processing.
- Progress meetings with Construction Management staff and Construction Contracts during construction monitoring.

**EXHIBIT B**

**TASK ORDER AUTHORIZATION FOR  
PROFESSIONAL SERVICES [TASK ORDER]**

**Consultant:**

**Agreement:**

**Task Order No.:**

**Date:**

Pursuant to the Terms and Conditions of the Agreement referenced above and incorporated into this Task Order, Consultant hereby agrees to perform the Professional Services described below. The Consultant shall furnish all necessary facilities, materials, and professional, technical, and supporting personnel required by this Task Order.

**Part A**

**Scope of Services**

1.1 Professional Services rendered under this Task Order shall be performed in accordance with the Agreement. The Scope of Services shall be as set forth in Exhibit A of the Agreement and as more fully set forth below. If necessary, the Scope of Services may be more fully described on one or more separate sheets and attached to this Task Order.

**Part B**

**Task Order Compensation**

City shall pay Consultant for the Professional Services required by this Task Order in accordance with Article III of the Agreement.

The not to exceed cost for the Scope of Services for this Task Order is \$ \_\_\_\_\_.

**Part C Personnel Commitment**

The Scope of Services shall be performed by Consultant's personnel in the number and classifications required by City.

**Part D Time Sequence**

All Professional Services to be performed under this Task Order shall be completed by \_\_\_\_\_, and as set forth in the Task Order Scope of Services.

**City of San Diego**

**Consultant**

Recommended For  
Approval:

I hereby acknowledge receipt and acceptance of this  
Task Order for:

Approved By:

By:

Name:  
(Type)

Title:

Date:

**EXHIBIT C**

**COMPENSATION AND FEE SCHEDULE**

Billing Rates<sup>1</sup>  
As-needed Environmental Services (Contract 2012-2016)  
HELIX ENVIRONMENTAL PLANNING, INC.  
Contract No. H115495

| <b>Company</b>                                         | <b>Billing Rate (\$)</b> |
|--------------------------------------------------------|--------------------------|
| <b>HELIX ENVIRONMENTAL PLANNING</b>                    |                          |
| <b>CEQA/NEPA Compliance</b>                            |                          |
| Principal Environmental Planner                        | 200                      |
| Sr. Project Manager III                                | 180                      |
| Sr. Project Manager II                                 | 160                      |
| Sr. Project Manager I                                  | 140                      |
| Sr. Environmental Specialist                           | 165                      |
| Project Manager III                                    | 135                      |
| Project Manager II                                     | 120                      |
| Project Manager I                                      | 105                      |
| Environmental Planner III                              | 100                      |
| Environmental Planner II                               | 90                       |
| Environmental Planner I                                | 80                       |
| Environmental Intern                                   | 70                       |
| <b>Biological Resources Studies/Habitat Management</b> |                          |
| Principal Biologist                                    | 200                      |
| Sr. Scientist III                                      | 180                      |
| Sr. Scientist II                                       | 155                      |
| Sr. Scientist I                                        | 130                      |
| Project Manager III                                    | 135                      |
| Project Manager II                                     | 120                      |
| Project Manager I                                      | 105                      |
| Operations Manager                                     | 100                      |
| Biologist V                                            | 110                      |
| Biologist IV                                           | 100                      |
| Biologist III/Biological Monitor <sup>2</sup>          | 95                       |
| Biologist II                                           | 85                       |
| Biologist I                                            | 75                       |
| Biologist Intern                                       | 70                       |

| <b>HELIX ENVIRONMENTAL PLANNING (continued)</b>    |     |
|----------------------------------------------------|-----|
| <b>Landscape Design/Habitat Restoration Design</b> |     |
| Senior Landscape Architect III                     | 175 |
| Senior Landscape Architect II                      | 160 |
| Senior Landscape Architect I                       | 145 |
| Landscape Architect III                            | 125 |
| Landscape Architect II                             | 105 |
| Landscape Architect I                              | 90  |
| Landscape Intern                                   | 70  |
| <b>Acoustics/Air Quality Studies</b>               |     |
| Senior Analyst                                     | 175 |
| Analyst III                                        | 120 |
| Analyst II                                         | 100 |
| Analyst I                                          | 80  |
| Analyst Intern                                     | 70  |
| <b>Support Services for All HELIX Studies</b>      |     |
| Sr. GIS Specialist                                 | 125 |
| Senior Graphics Specialist                         | 110 |
| GIS Specialist III                                 | 100 |
| GIS Specialist II                                  | 85  |
| GIS Specialist I                                   | 75  |
| GIS Intern                                         | 65  |
| Document Coordinator/Tech Ed.                      | 75  |
| Word Processor                                     | 65  |
| Clerical                                           | 55  |

| <b>NOTES</b>                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <sup>1</sup> All rates from consultant and sub-consultant may be adjusted annually upon submittal of written justification to the City of San Diego. The City of San Diego must approve any rate adjustments in writing before they become effective. Said proposed annual rate adjustments shall not exceed five percent (5%).             |
| <sup>2</sup> 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. |

| <b>REIMBURSABLE COSTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <p>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. Mileage is charged at IRS rates (currently \$0.51 per mile). A 4-wheel drive premium will be charged at \$25.00 per project day. GPS rentals are charged at \$125/day. Facsimile transmissions will be charged at \$1.00 per page sent. There will be additional charges for plotting, color printing, aerial photographs and GPS services. Charges for copies, plotting and aerial photographs are listed below.</p> |                         |
| <p>Subconsultants and other outside services and expenses will be charged at cost.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                         |
| <b>Copy/Print Charges</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Cost (\$)</b>        |
| Standard Black & White                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$0.08                  |
| Enhanced Black & White                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$0.50                  |
| Color                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$0.75                  |
| <b>Plotter Charges</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Cost (\$)</b>        |
| GIS Standard Bond Plots <sup>3</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$4.00 per square foot  |
| GIS Color Bond Plots <sup>3</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$10.00 per square foot |
| Landscape Draft Plots <sup>4</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$2.00 per square foot  |
| Landscape Standard Plots <sup>4</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$10.00 per square foot |
| <sup>3</sup> Printed on the Printer using the Standard Print Driver                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                         |
| <sup>4</sup> Printed on the Plotter using the Draft Print Driver                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                         |
| <b>Digital Air Photos</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Cost (\$)</b>        |
| 0-10 Acres                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$100.00                |
| 11-40 Acres                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$200.00                |
| 41-200 Acres                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$250.00                |
| 201-1000 Acres                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$350.00                |
| 1001-4000 Acres                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$450.00                |

September 20, 2011



SCHEDULE OF FEES

|                                  |                |
|----------------------------------|----------------|
| Project Manager/Senior Scientist | 120.00         |
| Principal Scientist              | 110.00         |
| Senior Analyst                   | 100.00         |
| Project Scientist                | 100.00         |
| Research Analyst                 | 85.00          |
| Staff Scientist                  | 70.00          |
| Field/Lab/Crew                   | 65.00          |
| Word Processor                   | 55.00          |
| Graphic Artist                   | 55.00          |
| Archaeological monitor           | 560.00 per day |

\*Materials billed at cost.

\*Mileage billed at \$0.58 per mile

Note: It is anticipated that Native American Monitoring will be billed at \$50.00/hour plus mileage at \$0.50/mile. This is a direct pass-through.

Note: All rates from consultant and sub-consultant may be adjusted annually upon submittal of written justification to the City of San Diego. The City of San Diego must approve any rate adjustments in writing before they become effective.

**ALLIED GEOTECHNICAL ENGINEERS, INC.  
SCHEDULE OF FEES**

**PROFESSIONAL, TECHNICAL AND SUPPORT SERVICES**

| <u>Personnel Classification</u>     | <u>Hourly Rate</u> |
|-------------------------------------|--------------------|
| Principal .....                     | \$ 165             |
| Senior Professional .....           | \$ 140             |
| Project Professional .....          | \$ 120             |
| Staff Professional .....            | \$ 98              |
| Field Inspector*                    | \$ 88              |
| Laboratory Technician*              | \$ 83              |
| Draftsperson/Technical Illustrator* | \$ 71              |
| Clerical/Word Processing*           | \$ 55              |

**GENERAL NOTES:**

1. For non-exempt personnel (those identified with an asterisk) overtime will be charged at 1.5 times the above-listed hourly rates. Overtime is defined as time spent on project-related tasks in excess of eight (8) hours per day or on weekends and holidays.
2. Charges for project-related travel expenses will be billed at a daily rate of \$70 per vehicle for projects which require continuous and full time inspection and testing services or at \$0.55 per mile for incidental use. Travel time required to provide services is charged at the appropriate labor hourly rate.
3. For projects which are subject to State of California Prevailing Wage requirements, the hourly billing rate for field inspector is \$114.79 per hour for straight time based on the current State of California Prevailing Wage schedule dated February 22, 2011 which is currently in effect.
4. Services provided by subcontractors or subconsultants, equipment rental, outside printing of photographs and blueprints, and any other project-related direct expenses will be charged at cost plus 10 percent.
5. There will be a minimum 4-hour charge for field site visit and/or testing services.

**LABORATORY SOIL TESTING**

| <u>ASTM or Other</u>    | <u>Soil Testing</u> | <u>Unit Price</u> |
|-------------------------|---------------------|-------------------|
| <u>Test Designation</u> |                     |                   |

CLASSIFICATION OF SOILS

|       |                              |           |
|-------|------------------------------|-----------|
| D2487 | Unified Classification ..... | \$ 135.00 |
|-------|------------------------------|-----------|

|       |                             |          |
|-------|-----------------------------|----------|
| D2488 | Visual Classification ..... | \$ 40.00 |
|-------|-----------------------------|----------|

PLASTICITY TESTS AND  
EXPANSION POTENTIAL

|       |                                              |           |
|-------|----------------------------------------------|-----------|
| D4318 | Plasticity Index (including LL and PL) ..... | \$ 105.00 |
|-------|----------------------------------------------|-----------|

|       |                       |           |
|-------|-----------------------|-----------|
| D4829 | Expansion Index ..... | \$ 140.00 |
|-------|-----------------------|-----------|

DRY DENSITY AND MOISTURE CONTENT

|       |                            |          |
|-------|----------------------------|----------|
| D2937 | Ring or Core Samples ..... | \$ 42.00 |
|-------|----------------------------|----------|

|       |                          |          |
|-------|--------------------------|----------|
| D1188 | Waxed Chunk Sample ..... | \$ 47.00 |
|-------|--------------------------|----------|

|       |                             |          |
|-------|-----------------------------|----------|
| D2216 | Moisture Content Only ..... | \$ 22.00 |
|-------|-----------------------------|----------|

| <u>ASTM or Other</u>    | <u>Soil Testing</u> | <u>Unit Price</u> |
|-------------------------|---------------------|-------------------|
| <u>Test Designation</u> |                     |                   |

**CONSOLIDATION TESTING**

|       |                                                                                             |          |
|-------|---------------------------------------------------------------------------------------------|----------|
| D2435 | Consolidation Test -<br>Standard test suite including sample<br>preparation and setup ..... | \$ 80/Pt |
| D2435 | Time-Rate Consolidation .....                                                               | \$ 90/Pt |

**MAXIMUM DENSITY AND OPTIMUM MOISTURE  
CONTENT**

|       |                             |           |
|-------|-----------------------------|-----------|
| D1557 | (4-inch mold) .....         | \$ 155.00 |
|       | D1557 (6-inch mold) .....   | \$ 180.00 |
|       | Single Point .....          | \$ 70.00  |
| D4253 | Maximum Index Density ..... | \$ 155.00 |
| D4254 | Minimum Index Density ..... | \$ 155.00 |

**GRAIN SIZE DISTRIBUTION**

|      |                                                                     |             |
|------|---------------------------------------------------------------------|-------------|
| D422 | Fraction Between #4 and #200<br>Screen (wet) .....                  | \$ 90.00    |
| D422 | Mechanical and Hydrometer Analysis<br>(#4 to finer than #200) ..... | \$ 160.00   |
| C136 | Sieve Analysis of Aggregates .....                                  | \$ 180.00   |
|      | Bulk Gradation .....                                                | \$ 2,500.00 |

**AGE Schedule of Fees**

Page 4 of 5

| <u>ASTM or Other</u>    | <u>Soil Testing</u> | <u>Unit Price</u> |
|-------------------------|---------------------|-------------------|
| <u>Test Designation</u> |                     |                   |

**SOIL STRENGTH DETERMINATION**

|       |                           |           |
|-------|---------------------------|-----------|
| D3080 | Direct Shear Test .....   | \$ 95/Pt  |
|       | Triaxial Shear Test ..... | Quotation |
|       | Residual Shear .....      | Quotation |

**SOIL-ROAD MATERIALS**

|        |                                                              |           |
|--------|--------------------------------------------------------------|-----------|
| D1883  | California Bearing Ratio (Static Method) .....               | Quotation |
|        | California Bearing Ratio (Corps of Engineering Method) ..... | Quotation |
| CAL301 | Resistance Value ("R" Value) .....                           | \$ 300.00 |

**MISCELLANEOUS TESTS**

|                       |                                                      |           |
|-----------------------|------------------------------------------------------|-----------|
| CAL217                | Sand Equivalent Value .....                          | \$ 80.00  |
| D854                  | Specific Gravity of Soil .....                       | \$ 80.00  |
| CAL 643,<br>417 & 422 | pH and Resistivity, Soluble Sulfate & Chloride ..... | \$ 165.00 |

**GENERAL NOTES:**

1. Unit prices for standard laboratory tests are for laboratory work only and do not include technical oversight of the testing program, plotting of test data, and interpretation of test results. Charges for these services will be at the hourly rates for the classification of labor involved. Furthermore, for some tests, additional charges may be incurred for sample handling, preparation, and remolding, etc.
2. All samples will be disposed of three (3) weeks after completion of testing unless prior arrangements have been made and agreed upon. Upon request, samples can be delivered to the Client at an additional cost or, at the Client's request, long-term storage can be provided at a pre-paid storage fee.
3. All rates from consultant and sub-consultant may be adjusted annually upon submittal of written justification to the City of San Diego. The City of San Diego must approve any rate adjustments in writing before they become effective.



CALIFORNIA TREE SERVICE, INC  
P.O. Box 2019  
San Marcos, CA 92079-2019  
Phone: (760) 510-8100 • Fax: (760) 746-2867  
Email: caltree222@yahoo.com

Contractor License #696749

WE-80794A

Certified Arborists

| QTY | TYPE               | DESCRIPTION                     | UNIT      | TOTAL     |
|-----|--------------------|---------------------------------|-----------|-----------|
| 1   | Certified Arborist | Hourly Rate/Non-Prevailing Wage | \$ 75.00  | \$ 75.00  |
|     |                    |                                 |           | \$ -      |
| 1   | Certified Arborist | Hourly Rate/Prevailing Wage     | \$ 125.00 | \$ 125.00 |

Note: All rates from consultant and sub-consultant may be adjusted annually upon submittal of written justification to the City of San Diego. The City of San Diego must approve any rate adjustments in writing before they become effective.



**CVALDO CORPORATION  
HOURLY RATE SCHEDULE**

**ENGINEERING SERVICES**

|                             |          |
|-----------------------------|----------|
| Engineering Technician      | \$49.00  |
| Administrative              | \$58.00  |
| CAD Technician / Drafter    | \$81.00  |
| Engineering Designer        | \$98.00  |
| Junior Project Engineer     | \$107.00 |
| Project Engineer            | \$128.00 |
| Associate Engineer          | \$141.00 |
| Senior Engineer             | \$154.00 |
| Principal / Project Manager | \$165.00 |

**FORENSIC ENGINEERING**

|                                          |            |
|------------------------------------------|------------|
| Deposition                               | \$330.00   |
| Court Appearance per Half Day or Part    | \$1,320.00 |
| Principal / Project Manager Coordination | \$165.00   |

**EXPENSES**

|                                                                                       |             |
|---------------------------------------------------------------------------------------|-------------|
| Plotting and Reproduction                                                             | 1.15 x Cost |
| Other Expenses: Including Sub-Consultants and Purchased Services through Subcontracts | 1.15 x Cost |

All rates from consultant and sub-consultants may be adjusted annually upon submittal of written justification to the City of San Diego. The City of San Diego must approve any rate adjustment in writing before they become effective.

### **Rocks Biological Consulting Rates**

| <b>Service</b>                                                                        | <b>Billing Rate</b> |
|---------------------------------------------------------------------------------------|---------------------|
| Focused surveys, protocol surveys, wetland delineation, and related services          | \$110               |
| General biological work/surveys, regulatory analysis, reporting, and related services | \$100               |
| Biological monitoring                                                                 | \$90                |

Note: All rates from consultant and sub-consultant may be adjusted annually upon submittal of written justification to the City of San Diego. The City of San Diego must approve any rate adjustments in writing before they become effective.

**BILLING RATES**  
**DEPARTMENT OF PALEONTOLOGICAL SERVICES**  
**SAN DIEGO NATURAL HISTORY MUSEUM**  
(September 2011)

| <b>Staffing</b>                      | <b>hourly<br/>rate</b> |
|--------------------------------------|------------------------|
| <b>Project Director</b>              | <b>\$98.00</b>         |
| <b>Field Manager</b>                 | <b>\$88.00</b>         |
| <b>Paleontological Field monitor</b> | <b>\$55.00</b>         |
| <b>Collections Manager</b>           | <b>\$55.00</b>         |
| <b>Fossil preparator</b>             | <b>\$55.00</b>         |
| <b>Curatorial assistant</b>          | <b>\$55.00</b>         |
| <b>Record Search</b>                 | <b>\$63.00</b>         |
| <b>Office/Curatorial Manager</b>     | <b>\$66.00</b>         |
| <b>Mileage</b>                       | <b>\$00.55/mile</b>    |

**Note: All rates from consultant and sub-consultant may be adjusted annually upon submittal of written justification to the City of San Diego. The City of San Diego must approve any rate adjustments in writing before they become effective.**

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

**CONSULTANT REQUIREMENTS**

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

II. Nondiscrimination in Contracting Ordinance.....1

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IV. Small and Local Business Program .....3

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    BB. Subcontractors List .....11

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**I. City’s Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Consultants doing business with the City. The City encourages its Consultants to share this commitment. Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors. *Failure to submit the required EOCP documentation indicated below shall result in a determination of the Consultant being non-responsive.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Equal Opportunity Employment. Listing of Consultant's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Consultant's *Workforce Report* as compared to the County's Labor Force Availability.
4. Community Activities. Listing of Consultant's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

B. In accordance with the City's Equal Opportunity Commitment, the City will consider the four factors described above as part of the evaluation process. A maximum of 13 additional points will be awarded based on consideration of these four factors. Points awarded based on Consultants demonstrated commitment to equal opportunity will be in addition to any points awarded for SLBE or ELBE participation as described in Section IV.

## VI. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **VIII. Certification.**

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

City of San Diego:

ELBE, SLBE

Caltrans:

DBE, SMBE, SWBE

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

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

**IX. List of Attachments.**

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



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

ATTACHMENT AA

## WORK FORCE REPORT

### ADMINISTRATIVE

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

### CONTRACTOR IDENTIFICATION

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

Name of Company: HELIX Environmental Planning, Inc.

AKA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 7578 El Cajon Blvd., Suite 200

City: La Mesa County: San Diego State: CA Zip: 91942

Telephone Number: ( 619 ) 462-1515 FAX Number: ( 619 ) 462-0552

Name of Company CEO: Michael Schwerin, CEO

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_ - \_\_\_\_\_ FAX Number: (    ) \_\_\_\_\_ - \_\_\_\_\_

Type of Business: Environmental Consulting Firm Type of License: Business

The 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 Blvd., Suite 200, La Mesa, CA 91942

Telephone Number: ( 619 ) 462-1515 FAX Number: ( 619 ) 462-0552

- 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.*

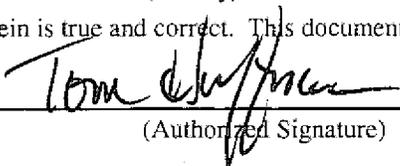
I, the undersigned representative of HELIX Environmental Planning, Inc.

(Firm Name)

San Diego, California hereby certify that information provided

(County) (State)

herein is true and correct. This document was executed on this 1st day of July, 2011.

  
 (Authorized Signature)

Tom Huffman, Principal  
 (Print Authorized Signature Name)





# CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

## HISTORY

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

## WORK FORCE & BRANCH WORK FORCE REPORTS

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

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

## MANAGING OFFICE WORK FORCE

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

## TYPES OF WORK FORCE REPORTS:

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

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

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

## **Exhibit: Work Force Report Job categories**

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

### **Management & Financial**

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

### **Professional**

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

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

**Architecture & Engineering, Science, Computer**

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

**Technical**

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

**Sales**

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

**Administrative Support**

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

**Services**

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

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

**Crafts**

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

**Operative Workers**

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

**Transportation**

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

**Laborers**

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

## SUBCONTRACTOR PARTICIPATION LIST

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

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

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

| NAME AND ADDRESS<br>SUBCONTRACTORS                                                         | SCOPE OF<br>WORK                          | PERCENT<br>OF<br>CONTRACT | SLBE/ELBE<br>(*MBE/<br>WBE/DBE/<br>DVBE/OBE) | **WHERE<br>CERTIFIED                               |
|--------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------|----------------------------------------------|----------------------------------------------------|
| Affinis Environmental Services<br>847 Jamacha Road<br>El Cajon, CA 92019-3206              | Cultural<br>Resources                     | 2% (est.)                 | SLBE<br><br>SBE                              | CITY #11A10512<br><br>CA DGS #15709                |
| Allied Geotechnical Engineers, Inc.<br>9500 Cuyamaca Street, #102<br>Santee, CA 92071-2685 | Geology/<br>Hazardous<br>Materials        | 2% (est.)                 | ELBE<br><br>S/M/DBE                          | CITY #11AG0136<br><br>Metro/CUCP #643              |
| California Tree Service, Inc.<br>PO Box 2019<br>San Marcos, CA 92079                       | Arborist                                  | 2% (est.)                 | SLBE                                         | CITY #11CT0317                                     |
| CValdo Corporation<br>4901 Morena Blvd., #1110<br>San Diego, CA 92117                      | Civil<br>Engineering and<br>Water Quality | 2% (est.)                 | SLBE<br><br>DBE & SMBE/SWBE<br>SBE           | CITY #10CC0103<br><br>CUCP #34802<br>CA DGS #39417 |
| Rocks Biological Consulting<br>3242 Falcon Street<br>San Diego, CA 92103                   | Biological<br>Studies                     | 17% (est.)                | ELBE                                         | CITY #11RB0323                                     |
| San Diego Natural History Museum<br>1788 El Prado<br>San Diego, CA 92101                   | Paleontological<br>Resources              | 2% (est.)                 | N/A                                          | N/A                                                |

\* Listed for informational purposes only.

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

### List of Abbreviations:

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



CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

**PROJECT TITLE:** As-needed Environmental Services for the City of San Diego Park and Recreation Department (Contract No. H115495)

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:

**FIRM NAME:** HELIX Environmental Planning, Inc.

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

Signed   
Printed Name Michael Schwerin  
Title Chief Executive Officer  
Date October 7, 2011

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

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

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

[http://www.fppc.ca.gov/index.html?ID=52&r\\_id=/legal/regs/18701.htm](http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm)

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

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

[www.sandiego.gov/city-clerk/elections/eid/codes.shtml](http://www.sandiego.gov/city-clerk/elections/eid/codes.shtml)

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

## DISCLOSURE DETERMINATION FOR CONSULTANT

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

1. Department / Board / Commission / Agency Name: Park and Recreation Department
2. Name of Specific Consultant & Company: HELIX Environmental Planning, Inc.
3. Address, City, State, ZIP: 7578 El Cajon Blvd., Ste. 200, La Mesa, CA 91942
4. Project Title (as shown on 1472, "Request for Council Action"): As-needed Environmental Services for the Park and Recreation Department
5. Consultant Duties for Project:  
Open space land management  
Facilities installation  
Facilities maintenance  
Open space planning  
Environmental review and permitting

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.]

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By:

[Name/Title]\*

Cliff Zepher / Deputy Director

[Date]

November 2, 2011

*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](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.
7. 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:

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 well being 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.
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 and CIP No.):                                |           | 2a. Name and address of Consultant:                          |       |
| 1b. Brief Description:                                                    |           | 2b. Consultant's Project Manager:                            |       |
| 1c. Budgeted Cost:                                                        |           | Phone (    ) _____                                           |       |
| 3. CITY DEPARTMENT RESPONSIBLE                                            |           |                                                              |       |
| 3a. Department (include division):                                        |           | 3b. Project Manager (address & phone):                       |       |
| 4. CONTRACT DATA (DESIGN AND CONSTRUCTION)                                |           |                                                              |       |
| 4. Design                                                                 |           |                                                              |       |
| 4a. Agreement Date: _____                                                 |           | Resolution #: _____ \$ _____                                 |       |
| 4b. Amendments: \$ _____ / # _____ (City) \$ _____ / # _____ (Consultant) |           |                                                              |       |
| 4c. Total Agreement (4a. & 4b.): \$ _____                                 |           |                                                              |       |
| 4d. Type of Work (design, study, etc.):                                   |           | 4e. Key Contract Completion Dates:                           |       |
|                                                                           |           | _____ %    _____ %    _____ %    _____ %    _____ %    100 % |       |
|                                                                           |           | Agreement _____                                              |       |
|                                                                           |           | Delivery _____                                               |       |
|                                                                           |           | Acceptance _____                                             |       |
| 5. Construction                                                           |           |                                                              |       |
| 5a. Contractor _____                                                      |           | Phone (    ) _____                                           |       |
| <i>(name and address)</i>                                                 |           |                                                              |       |
| 5b. Superintendent _____                                                  |           |                                                              |       |
| 5c. Notice to Proceed _____ (date)                                        |           | 5f. Change Orders:                                           |       |
| 5d. Working days _____ (number)                                           |           | Errors/Omissions _____ % of const. cost \$ _____             |       |
| 5e. Actual Working days _____ (number)                                    |           | Unforeseen Conditions _____ % of const. cost \$ _____        |       |
|                                                                           |           | Changed Scope _____ % of const. cost \$ _____                |       |
|                                                                           |           | Changes Quantities _____ % of const. cost \$ _____           |       |
|                                                                           |           | Total Construction Cost \$ _____                             |       |
| 6. OVERALL RATING (Please ensure Section II is completed)                 |           |                                                              |       |
|                                                                           | Excellent | Satisfactory                                                 | Poor  |
| 6a. Plans/specification accuracy.....                                     | _____     | _____                                                        | _____ |
| Consistency with budget.....                                              | _____     | _____                                                        | _____ |
| Responsiveness to City Staff.....                                         | _____     | _____                                                        | _____ |
| 6b. Overall Rating _____                                                  |           |                                                              |       |
| 7. AUTHORIZING SIGNATURES                                                 |           |                                                              |       |
| 7a. Project Manager _____                                                 |           | Date _____                                                   |       |
| 7b. Deputy Director _____                                                 |           | Date _____                                                   |       |

Section II

SPECIFIC RATINGS

| PLANS / SPECIFICATION ACCURACY                         | EXCELLENT | SATISFACTORY | POOR | N/A | RESPONSIVENESS TO STAFF                        | EXCELLENT | SATISFACTORY | POOR | N/A |
|--------------------------------------------------------|-----------|--------------|------|-----|------------------------------------------------|-----------|--------------|------|-----|
| Plan/Specification clear and precise                   |           |              |      |     | Timely Responses                               |           |              |      |     |
| Plans/Specs Coordination                               |           |              |      |     | Attitude toward Client and review bodies       |           |              |      |     |
| Plans/Specs properly formatted                         |           |              |      |     | Follows direction and chain of responsibility  |           |              |      |     |
| Code Requirements covered                              |           |              |      |     | Work product delivered on time                 |           |              |      |     |
| Adherence to City Standard Drawings/Specs              |           |              |      |     | Timeliness in notifying City of major problems |           |              |      |     |
| Drawings reflect existing conditions                   |           |              |      |     | Resolution of Field problems                   |           |              |      |     |
| As-Built Drawings                                      |           |              |      |     | CONSISTENCY WITH BUDGET                        | EXCELLENT | SATISFACTORY | POOR | N/A |
| Quality Design                                         |           |              |      |     | Reasonable Agreement negotiation               |           |              |      |     |
| Change Orders due to design deficiencies are minimized |           |              |      |     | Adherence to fee schedule                      |           |              |      |     |
|                                                        |           |              |      |     | Adherence to project budget                    |           |              |      |     |
|                                                        |           |              |      |     | Value Engineering Analysis                     |           |              |      |     |
|                                                        |           |              |      |     |                                                |           |              |      |     |
|                                                        |           |              |      |     |                                                |           |              |      |     |

Section III

SUPPLEMENTAL INFORMATION

Please ensure to attach additional documentation as-needed.

Item \_\_\_\_\_ :

(\*Supporting documentation attached yes \_\_\_\_\_ no \_\_\_\_\_)



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

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

Vendor ID:   
 [ID Number will be provided by City]

**Firm Info:**

Firm Name:

Doing Business As:

Firm Address:

City:  State:  Zip:

Phone:  Fax:

Taxpayer ID:  Business License:

Website:

**Contact Info:**

Contact Name:

Title:

Email:

Phone:  Cell:

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

Mailing Address:

City:  State:  Zip:

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

Mailing Address:

City:  State:  Zip:

**Contractor Licenses (if applicable)**

|                 |                      |               |                      |
|-----------------|----------------------|---------------|----------------------|
| License Number: | <input type="text"/> | License Type: | <input type="text"/> |
| License Number: | <input type="text"/> | License Type: | <input type="text"/> |
| License Number: | <input type="text"/> | License Type: | <input type="text"/> |

**Ownership Classification**

Classification:

OBE, LBE

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

|                                     |      |                                                                 |
|-------------------------------------|------|-----------------------------------------------------------------|
| <input type="checkbox"/>            | WBE  | (Woman Owned Business Enterprise)                               |
| <input checked="" type="checkbox"/> | OBE  | (Other Business Enterprise)                                     |
| <input type="checkbox"/>            | DBE  | (Disadvantaged Business Enterprise)                             |
| <input type="checkbox"/>            | DVBE | (Disabled Veteran Business Enterprise)                          |
| <input type="checkbox"/>            | SLBE | (Small Local Business Enterprise)                               |
| <input type="checkbox"/>            | 8(a) | (Small Business Administration 8(a) Enterprise)                 |
| <input type="checkbox"/>            | SDB  | (Small Disadvantaged Business Enterprise)                       |
| <input checked="" type="checkbox"/> | LBE  | (Local Business Enterprise)                                     |
| <input type="checkbox"/>            | MLBE | (Micro Local Business Enterprise)                               |
| <input type="checkbox"/>            | SBE  | (Small Business Enterprise)                                     |
| <input type="checkbox"/>            | MBE  | (Minority Business Enterprise)                                  |
| <input type="checkbox"/>            | DPBT | (Persons With A Disability Or Disabilities Business Enterprise) |
| <input type="checkbox"/>            | LGBT | (Lesbian, Gay, Bisexual, Transsexual Business Enterprise)       |

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

Certification #:

Agency:

Certification #:

Agency:

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

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

or fax to:    619/ 236-5904



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

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

Vendor ID: [ ]

[ID Number will be provided by City]

Firm Info:

Firm Name: Affinis, Inc.
Doing Business As: Affinis
Firm Address: 847 Jamacha Road
City: El Cajon State: CA Zip: 92019
Phone: (619) 441-0144 Fax: (619) 441-6421
Taxpayer ID: 33-0581381 Business License: B2010040965
Website: [ ]

Contact Info:

Contact Name: Mary Robbins-Wade
Title: Director of Cultural Resources
Email: mary@affinis.net
Phone: (619) 441-0144 ex. 101 Cell: (619) 885-5517

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

Mailing Address: [ ]
City: [ ] State: [ ] Zip: [ ]

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

Mailing Address: [ ]
City: [ ] State: [ ] Zip: [ ]

Contractor Licenses (if applicable)

License Number: [ ] License Type: [ ]
License Number: [ ] License Type: [ ]
License Number: [ ] License Type: [ ]

## Ownership Classification

Classification:

SLBE, SBE

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

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

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

Certification #

11A10512

Agency:

City of San Diego

Certification #:

15709

Agency:

State of California Department of General Services

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

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

]

Or fax to: 619/236-5904



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

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

Vendor ID:

[ID Number will be provided by City]

**Firm Info:**

Firm Name:

Doing Business As:

Firm Address:

City:  State:  Zip:

Phone:  Fax:

Taxpayer ID:  Business License:

Website:

**Contact Info:**

Contact Name:

Title:

Email:

Phone:  Cell:

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

Mailing Address:

City:  State:  Zip:

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

Mailing Address:

City:  State:  Zip:

**Contractor Licenses (if applicable)**

License Number:  License Type:

License Number:  License Type:

License Number:  License Type:

**Ownership Classification**

Classification:

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

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

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

Certification #

Agency:

Certification #:

Agency:

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

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

Or fax to: 619/236-5904



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

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

Vendor ID

[ID Number will be provided by City]

**Firm Info:**

Firm Name:

Doing Business As:

Firm Address:

City:  State:  Zip:

Phone:  Fax:

Taxpayer ID:  Business License:

Website:

**Contact Info:**

Contact Name:

Title:

Email:

Phone:  Cell:

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

Mailing Address:

City:  State:  Zip:

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

Mailing Address:

City:  State:  Zip:

**Contractor Licenses (if applicable)**

License Number:  License Type:

License Number:  License Type:

License Number:  License Type:

**Ownership Classification**

SLBE, SBE

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

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

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

Certification #: 11CT0317

Agency: City of San Diego

Certification #:

Agency:

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

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

or fax to: 619/ 236-5904



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

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

Vendor ID:

[ID Number will be provided by City]

**Firm Info:**

Firm Name:

Doing Business As:

Firm Address:

City:

State:

Zip:

Phone:

Fax:

Taxpayer ID:

Business License:

Website:

**Contact Info:**

Contact Name:

Title:

Email:

Phone:

Cell:

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

Mailing Address:

City:

State:

Zip:

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

Mailing Address:

City:

State:

Zip:

**Contractor Licenses (if applicable)**

License Number:

License Type:

License Number:

License Type:

License Number:

License Type:

**Ownership Classification**

Classification:

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

|                                     |      |                                                                 |
|-------------------------------------|------|-----------------------------------------------------------------|
| <input type="checkbox"/>            | WBE  | (Woman Owned Business Enterprise)                               |
| <input type="checkbox"/>            | OBE  | (Other Business Enterprise)                                     |
| <input checked="" type="checkbox"/> | DBE  | (Disadvantaged Business Enterprise)                             |
| <input type="checkbox"/>            | DVBE | (Disabled Veteran Business Enterprise)                          |
| <input checked="" type="checkbox"/> | SLBE | (Small Local Business Enterprise)                               |
| <input type="checkbox"/>            | 8(a) | (Small Business Administration 8(a) Enterprise)                 |
| <input type="checkbox"/>            | SDB  | (Small Disadvantaged Business Enterprise)                       |
| <input type="checkbox"/>            | LBE  | (Local Business Enterprise)                                     |
| <input type="checkbox"/>            | MLBE | (Micro Local Business Enterprise)                               |
| <input checked="" type="checkbox"/> | SBE  | (Small Business Enterprise)                                     |
| <input checked="" type="checkbox"/> | MBE  | (Minority Business Enterprise)                                  |
| <input type="checkbox"/>            | DPBT | (Persons With A Disability Or Disabilities Business Enterprise) |
| <input type="checkbox"/>            | LGBT | (Lesbian, Gay, Bisexual, Transsexual Business Enterprise)       |

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

Certification #:

Agency:

Certification #:

Agency:

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

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

or fax to: 619/ 236-5904



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

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

Vendor ID:   
{ID Number will be provided by City}

**Firm Info:**

Firm Name:

Doing Business As:

Firm Address:

City:  State:  Zip:

Phone:  Fax:

Taxpayer ID:  Business License:

Website:

**Contact Info:**

Contact Name:

Title:

Email:

Phone:  Cell:

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

Mailing Address:

City:  State:  Zip:

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

Mailing Address:

City:  State:  Zip:

**Contractor Licenses (if applicable)**

License Number:  License Type:

License Number:  License Type:

License Number:  License Type:

**Ownership Classification**

Classification:

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

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

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

Certification #:

Agency:

Certification #:

Agency:

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

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

or fax to: 619/ 236-5904



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

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

|            |
|------------|
| Vendor ID: |
|------------|

[ID Number will be provided by City]

**Firm Info:**

|                    |                                                                        |                   |              |      |       |
|--------------------|------------------------------------------------------------------------|-------------------|--------------|------|-------|
| Firm Name:         | San Diego Natural History Museum, San Diego Society of Natural History |                   |              |      |       |
| Doing Business As: | San Diego Natural History Museum                                       |                   |              |      |       |
| Firm Address:      | 1788 El Prado                                                          |                   |              |      |       |
| City:              | San Diego                                                              | State:            | CA           | Zip: | 92101 |
| Phone:             | 619-232-3821                                                           | Fax:              | 619-255-0187 |      |       |
| Taxpayer ID:       | 95-1643375                                                             | Business License: | N/A          |      |       |
| Website:           | www.sdnhm.org                                                          |                   |              |      |       |

**Contact Info:**

|               |                                                                            |       |  |  |  |
|---------------|----------------------------------------------------------------------------|-------|--|--|--|
| Contact Name: | Thomas Deméré                                                              |       |  |  |  |
| Title:        | Director, Department of PaleoServices; Curator, Department of Paleontology |       |  |  |  |
| Email:        | tdemere@sdnhm.org                                                          |       |  |  |  |
| Phone:        | 619-255-0232                                                               | Cell: |  |  |  |

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

|                  |                 |        |    |      |            |
|------------------|-----------------|--------|----|------|------------|
| Mailing Address: | P.O. Box 121390 |        |    |      |            |
| City:            | San Diego       | State: | CA | Zip: | 92112-1390 |

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

|                  |  |        |  |      |  |
|------------------|--|--------|--|------|--|
| Mailing Address: |  |        |  |      |  |
| City:            |  | State: |  | Zip: |  |

**Contractor Licenses (if applicable)**

|                 |  |               |  |
|-----------------|--|---------------|--|
| License Number: |  | License Type: |  |
| License Number: |  | License Type: |  |
| License Number: |  | License Type: |  |

**Ownership Classification**

Classification:

\*

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

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

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

Certification #:

Agency:

Certification #:

Agency:

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

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

or fax to: 619/ 236-5904

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

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

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

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

**A. PROJECT TITLE:**

City of San Diego As-needed Environmental Services for the Park and Recreation Department (Contract Number: H115495)

---



---

**B. BIDDER/CONTRACTOR INFORMATION:**

HELIX Environmental Planning, Inc.

Legal Name

DBA

7578 El Cajon Blvd., #200

La Mesa

CA

91942

Street Address

City

State

Zip

Tom Huffman, Principal

619-462-1515

619-462-0552

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 *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

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

Yes     No

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

D. **BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

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

List corporation's current officers:

|                            |                          |
|----------------------------|--------------------------|
| Chief Executive Officer    | <u>Mike Schwerin</u>     |
| Chief Development Officer: | <u>Thomas B. Huffman</u> |
| Chief Financial Officer:   | <u>Kristin L. Olzsak</u> |
| Vice President:            | <u>Greg G. Mason</u>     |
| Vice President             | <u>Tamara S. Ching</u>   |

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

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

---

---

---

---

**Limited Liability Company**      Date formed:   /  /        State of formation:   

List names of members who own five percent (5%) or more of the company:

---

---

---

---

**Partnership**      Date formed:   /  /        State of formation:   

List names of all firm partners:

---

---

---

---

**Sole Proprietorship**      Date started:   

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

---

---

---

---

**Joint Venture**      Date started:   

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

---

---

---

---

**Note:** Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes  No

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

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

Yes  No

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

**G. COMPLIANCE:**

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

Yes  No

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

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

Yes  No

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

**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 governmental entity?

Yes  No

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

**I. 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:      /      /     

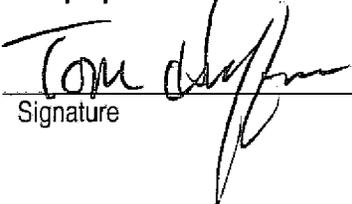
**Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.**

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22,3224:

- (a) To 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) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) 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).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.**

Tom Huffman, Principal  
Print Name, Title

  
Signature

July 15, 2011  
Date

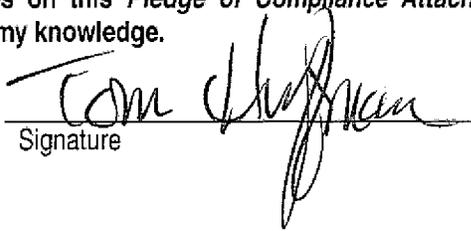
City of San Diego Purchasing & Contracting Department  
CONTRACTOR STANDARDS  
*Pledge of Compliance Attachment "A"*

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

Not Applicable

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

Tom Huffman, Principal  
Print Name, Title

  
Signature

July 15, 2011  
Date

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**

# EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



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

### COMPANY INFORMATION

Company Name: HELIX Environmental Planning, Inc. Contact Name: Andrea Bitterling  
 Company Address: 7578 El Cajon Blvd., Suite 200, La Mesa, CA 91942 Contact Phone: 619.462.1515  
 Contact Email: andreab@helixepi.com

### CONTRACT INFORMATION

Contract Title: As-needed Environmental Services for the City of San Diego Park and Recreation Department Start Date:  
 Contract Number (if no number, state location): Contract No. H115495 End Date:

### SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at [www.sandiego.gov](http://www.sandiego.gov).

### CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO by selecting A, B, or C below. The City may request supporting documentation.

- A.  I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides identical benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
- B.  I am not now in compliance, but request approval of **provisional compliance** with the EBO (*contractor must select one*):
- Until my firm completes administrative steps to implement compliance (3 month maximum).
  - Until effective date of my firm's first open enrollment period (1 year maximum).
  - Until expiration of current collective bargaining agreement(s) with my firm.
- C.  I request approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm (*contractor must select all*):
- Made reasonable efforts to comply, but will not be able to comply with EBO requirements before contract completion.
  - Will amend policies to extend benefits for which a cash equivalent is not available to domestic partners.
  - Will notify employees of the availability of a cash equivalent in lieu of equal benefits.

Under penalty of perjury under laws of the State of California, I certify I understand and will comply with requirements of the Equal Benefits Ordinance in the manner affirmed above in accordance with San Diego Municipal Code, Chapter 2, Article 2, Division 43 and the Rules Implementing the Equal Benefits Ordinance.

Michael Schwerin, Chief Executive Officer

10/7/11

Name/Title of Signatory

Signature

Date

### FOR OFFICIAL CITY USE ONLY

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

The City of San Diego  
**COMPTROLLER'S CERTIFICATE**

**CERTIFICATE OF UNALLOTTED BALANCE**

ORIGINATING CC 3000004538  
 DEPT NO. 1714151101

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: \_\_\_\_\_ Fund: \_\_\_\_\_

Purpose: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

COMPTROLLER'S DEPARTMENT

| ACCOUNTING DATA |      |                |                |                |             |               |             |     |                 |
|-----------------|------|----------------|----------------|----------------|-------------|---------------|-------------|-----|-----------------|
| Doc. Item       | Fund | Funded Program | Internal Order | Funcional Area | G/L Account | Business Area | Cost Center | WBS | Original Amount |
|                 |      |                |                |                |             |               |             |     |                 |
|                 |      |                |                |                |             |               |             |     |                 |
|                 |      |                |                |                |             |               |             |     |                 |
|                 |      |                |                |                |             |               |             |     |                 |
| TOTAL AMOUNT    |      |                |                |                |             |               |             |     |                 |

FUND OVERRIDE

**CERTIFICATION OF UNENCUMBERED BALANCE**

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

Not to Exceed: \_\_\_\_\_ \$1,000.00

Vendor: Helix Environmental Planning Inc.

Purpose: To authorize the expenditure for the agreement with Helix Environmental Planning Inc to provide as-needed professional environmental planning services

Date: October 24, 2011

By: *Fernanda Figueroa*  
 COMPTROLLER'S DEPARTMENT

| ACCOUNTING DATA |        |                |                |                  |             |               |             |     |                 |
|-----------------|--------|----------------|----------------|------------------|-------------|---------------|-------------|-----|-----------------|
| Doc. Item       | Fund   | Funded Program | Internal Order | Funcional Area   | G/L Account | Business Area | Cost Center | WBS | Original Amount |
| 001             | 100000 |                |                | OTHR-00000000-CL | 512059      | 1714          | 1714151101  |     | \$1,000.00      |
|                 |        |                |                |                  |             |               |             |     |                 |
|                 |        |                |                |                  |             |               |             |     |                 |
|                 |        |                |                |                  |             |               |             |     |                 |
| TOTAL AMOUNT    |        |                |                |                  |             |               |             |     | \$1,000.00      |

FUND OVERRIDE

CC 3000004538

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

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

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

WHEREAS, the City regularly utilizes consultants that provide natural, cultural, and other environmental resource specialties in the design and construction phases of City projects; and

WHEREAS, the amount of time required for developing a scope, advertising, scheduling interviews, evaluating, and awarding a consultant contract can be quite lengthy, which makes the use of an as-needed contract more efficient in the timely procurement of the required services; and

WHEREAS, the Park and Recreation Department would like to establish an as-needed environmental services consultant agreement for the performance various environmental planning services in support of the Park and Recreation Department's planning, operations, and maintenance projects; and

WHEREAS, this agreement would retain the services of Helix Environmental Planning, Inc. to provide professional environmental planning services on an as-needed, hourly fee basis, not to exceed \$500,000 over a maximum period of five years (an initial two-year term and three option years); NOW, THEREFORE,

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

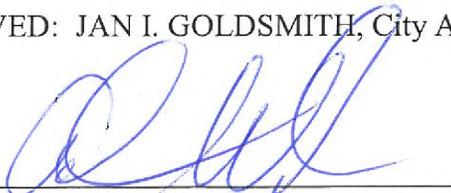
1. That the Mayor or his designee is authorized to execute an agreement with Helix Environmental Planning, Inc. to provide as-needed professional environmental planning services in an amount not to exceed \$500,000.

2. That the Chief Financial Officer is authorized to expend an amount not to exceed \$500,000 over five years for the purpose of funding the as-needed professional environmental planning services agreement with Helix Environmental Planning, Inc., contingent upon the adoption of the annual Appropriation Ordinance for the applicable fiscal year, and provided that the Chief Financial Officer first furnishes one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

3. That the Chief Financial Officer is authorized to expend an amount not to exceed \$1,000 from Park and Recreation Department, Open Space Division, Fund 100000, General Fund, Cost Center 1714151101, Project Management – MSCP/NRMP, for the purpose of executing this agreement and meeting minimum contract requirements.

APPROVED: JAN I. GOLDSMITH, City Attorney

By

  
\_\_\_\_\_  
Adam R. Wander  
Deputy City Attorney

ARW:js  
11/1/2011  
R-2012-241  
Or.Dept: Park & Rec

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

ELIZABETH S. MALAND  
City Clerk

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

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

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

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

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

DOCKET SUPPORTING INFORMATION  
CITY OF SAN DIEGO

DATE:

**EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION**

November 3, 2011

- SUBJECT: As-Needed Environmental Services Consultant Agreement with Helix Environmental Planning, Inc. (1472)

**GENERAL CONSULTANT INFORMATION**

Recommended Contractor: Helix Environmental Planning, Inc.

**Amount of this Action: \$ 500,000 (over five years)**

Funding Source: City of San Diego

Goals: 20% Voluntary

**SUBCONSULTANT PARTICIPATION**

**This Action**

|                                                    |                   |               |
|----------------------------------------------------|-------------------|---------------|
| Affinis Environmental Services (SLBE)              | \$ 10,000         | 2.00%         |
| Allied Geotechnical Engineers (ELBE/DBE)           | \$ 10,000         | 2.00%         |
| California Tree Service, Inc. (SLBE)               | \$ 10,000         | 2.00%         |
| CValdo Corporation (SLBE/DBE)                      | \$ 10,000         | 2.00%         |
| Rocks Biological Consulting (ELBE)                 | \$ 85,000         | 17.00%        |
| San Diego Natural History Museum (Not Certified)   | \$ 10,000         | 2.00%         |
| <b>Total Certified Subcontractor Participation</b> | <b>\$ 125,000</b> | <b>25.00%</b> |
| <b>Total Subcontractor Participation</b>           | <b>\$ 135,000</b> | <b>27.00%</b> |

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Equal Opportunity Required

Helix Environmental Planning, Inc., submitted a Work Force Report for their San Diego County employees dated May 2, 2011 indicating 61 employees. The Work Force Report Analysis reflects under representations in the following categories:

Hispanic in Professional  
Asian and Filipino in Mgmt & Financial and Professional

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708), and the Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

**ADDITIONAL COMMENTS**

RLL