

DUPLICATE

ORIGINAL

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

FOR

AS-NEEDED ENVIRONMENTAL PROFESSIONAL SERVICES

CONTRACT NUMBER: H135999

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OFFICE OF THE CITY CLERK SAN DIEGO, CALIFORNIA

AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL SERVICES

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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
 - (DD) Consultant's Past Participation List
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - Consultant Evaluation Form
- Exhibit I - Contractor Standards Pledge of Compliance
- Exhibit J - Equal Benefits Ordinance Certification of Compliance
- Exhibit K - Regarding Information Requested under the California Public Records Act
- Exhibit L - Americans With Disabilities Act (ADA) Compliance Certification

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

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

RECITALS

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

The City is concerned that one Consultant 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 Consultant to provide the Professional Services on an as-needed, hourly basis in exchange for a guaranteed minimum amount of work with each Consultant.

The Consultant 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 Consultant [Parties] want to enter into an Agreement whereby the City will retain the Consultant to provide, and the Consultant shall provide, the Professional Services 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
CONSULTANT 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 Consultant as an individual Task [Task]. The Consultant 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, Consultant 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 Consultant agrees that this Agreement is non-exclusive and that the City may enter into agreements with other consultants to perform substantially the same or similar Professional Services during the term of this Agreement.

1.2 Task Administrator. The Transportation & Storm Water Department is the task administrator for this Agreement. The Consultant shall provide the Professional Services under the direction of a designated representative of the Transportation & Storm Water Department. The City's designated representative will communicate with the Consultant on all matters related to the administration of this Agreement and the Consultant's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. 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 Consultant's cost of, or the time required for, the performance of any of the Professional Services, the Consultant shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Consultant's compensation 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 Consultant shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Consultant shall immediately advise the City in writing of any anticipated 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 Consultant from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

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

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

1.6 Competitive Bidding. The Consultant shall ensure that any plans and specifications prepared, required, or recommended under this Agreement allow for competitive bidding. The Consultant 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 Consultant shall submit this written justification to the City prior to beginning work on such plans or specifications. Whenever the Consultant recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the 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 sixty (60) months following the date of its execution by the City, unless said duration is modified in writing by an amendment to this AGREEMENT. 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 Consultant shall immediately notify the City in writing if Consultant 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 Consultant to a reasonable extension of time, but such delay shall not entitle the Consultant to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Consultant's work; inability to obtain materials, equipment or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Consultant; provided, however, that: (a) this provision shall not apply to, and the Consultant shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Consultant; and (b) a delay caused by the inability to obtain materials,

equipment, or labor shall not entitle the Consultant to an extension of time unless the Consultant furnishes the City, in a timely manner, documentary proof satisfactory to the City of the Consultant's inability to obtain materials, equipment, or labor.

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

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

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including all reasonably related expenses, in an amount not to exceed \$7,500,000.00. The City agrees to issue at least one or more Task Orders with a minimum aggregate value of \$1,000.00 to the Consultant.

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

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

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

ARTICLE IV CONSULTANT'S OBLIGATIONS

4.1 Industry Standards. The Consultant agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent 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 Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.2 Right to Audit.

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

4.2.2.1 Cost Audit. If there is a claim for additional compensation or for Additional 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 Consultant and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Consultant and Subcontractors shall make available to the City for review and audit; all Project-related accounting records and documents, and any other financial data. Upon the City's request, the Consultant and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

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

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

4.3 Insurance. The Consultant shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates 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 Consultant 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. Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days

prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

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

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

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

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

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

4.3.3 Acceptability of Insurers.

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

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

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

4.3.4.1 Commercial General Liability Insurance Endorsements

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

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

4.3.4.2 Automobile Liability Insurance Endorsements

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

4.3.4.3 Worker's Compensation and Employer's Liability Insurance

Endorsements

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

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

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

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

4.4 Subcontractors. The Consultant's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Consultant shall list on the Subcontractor List (Exhibit D Attachment BB) all Subcontractors known to the Consultant at the time this Agreement is entered. If at any time after this Agreement is entered into the Consultant identifies a need for additional Subcontractor Services, the Consultant shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subcontractor Services. The Consultant's notice shall include a justification, a description of the scope of services, and an estimate of all costs for the Subcontractor Services. The Consultant may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

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

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

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

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

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

debarment, or other sanctions. This language shall be in contracts between the Consultant and any Subcontractors, vendors and suppliers.

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

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

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

4.7.2 Drug-Free Awareness Program. The Consultant shall establish a drug-free awareness program to inform employees about: (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 Consultant shall post the drug-free policy in a prominent place.

4.7.4 Subcontractor's Agreements. The Consultant further certifies that each contract for Subcontractor Services for this 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. Consultants and Subcontractors shall be individually responsible for their own drug-free work place program.

4.8 Title 24/Americans with Disabilities Act Requirements. Consultant has sole responsibility for ensuring that all design services as contained in issued Task Orders comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for

review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Consultant (i.e., that which provides the most access). Consultant 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. Consultant understands that while the City will be reviewing Consultant's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Consultant's designs, Consultant understands and agrees that the City's access review process and its acceptance of Consultant's designs in no way limits the Consultant's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

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

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

4.10.1 If, in performing the Professional Services set forth in this Agreement, any member of the Consultant'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 Consultant'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 Consultant'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 Consultant shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

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

4.10.5 If the Consultant 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 Consultant 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 Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

4.12 Compensation for Mandatory Assistance. The City will compensate the Consultant 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 Consultant, its agents, officers, and employees, the Consultant shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Consultant, its agents, officers, and employees for Mandatory Assistance.

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

4.14 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 Consultant 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 Consultant 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 Consultant 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. Consultant 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 Consultant anticipates that the total construction cost will exceed the estimated construction budget, the Consultant shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Consultant believes will bring the construction cost to within the estimated construction budget. The City may either: (1) approve an increase in the amount authorized for construction; or (2) delineate a project which may be constructed for the budget amount; or (3) any combination of (1) and (2).

4.16 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, Consultants, 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, Consultant, 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. Consultant shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control, as amended from time to time, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official. Further, the Consultant shall prepare and incorporate into the construction documents a Storm Water Pollution Prevention Plan (SWPPP) to be implemented by the contractor during construction of any project that is subject to the Construction General Permit, California State Water Resources Control Board Order No. 2009-009-DWQ, as amended from time to time.

Where applicable, the SWPPP shall comply with both the California Construction General Permit and City of San Diego Municipal Separate Storm Sewer National Pollution Discharge Elimination System permit requirements and any municipal regulations adopted pursuant to those permits.

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

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

STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS.

In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at http://www.dir.ca.gov/dlsr/statistics_research.html. The Consultant shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.

Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Consultant and any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work. This includes Work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work.

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

The successful Consultant intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

**ARTICLE V
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

6.1 Indemnification. Other than in the performance of Consultant services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, Consultant 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 Consultant 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 Consultant, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or sole willful misconduct of the Indemnified Parties.

6.2 Consultant Services Indemnification and Defense.

6.2.1 Consultant Services Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), with respect to the performance of Consultant services, Consultant 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 Consultant or Consultant's officers or employees.

6.2.2 Consultant 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 Consultant or Consultant'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 Consultant 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 Consultant, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Consultant's work on behalf of the City without prior written consent of the City.

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

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

8.5 Subcontracting. In the event that Consultant utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Consultant and the Subcontractor [Subcontractor Agreement] shall include a

statement that identifies that the Deliverable/Work product as a “work-for hire” as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. 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 Consultant’s work on behalf of the City without prior written consent of the City.

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

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

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: Christine Rothman Transportation & Storm Water Department, 2781 Caminito Chollas, San Diego, CA 92105 and notice to the Consultant shall be addressed to: Tom Huffman, 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 Consultant shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

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

9.5 Consultant and Subcontractor Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the following members of the Consultant and Subcontractors: Tom Huffman (HELIX Environmental Planning, Inc.), Bruce McIntyre (HELIX Environmental Planning, Inc.), Shelby Howard (HELIX Environmental Planning, Inc.), Steve Neudecker (Resource Balance), Mary Robbins-Wade (Affinis), Michael McGrath (McGrath Consulting), Dennis Bowling (Rick Engineering), Roberta Cronquist (Rick Engineering), Jayne Janda-Timba (Rick Engineering), Sani Sutanto (Allied Geotechnical Engineers), and Thomas Deméré (San Diego History Museum) [Project Team]. Accordingly, performance of Professional Services in the Scope of Services, as described in issued Task Orders may not be delegated to other members of the Consultant's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Consultant. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Consultant, to require any of the Consultant's employees or agents to be removed from the Project Team.

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

9.7 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Consultant employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity

as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Consultant.

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

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

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

9.15 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 Consultant Evaluation. City will evaluate Consultant's performance of Professional Services on the Project using the Consultant Evaluation Form (Exhibit H).

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

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

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

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

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

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

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

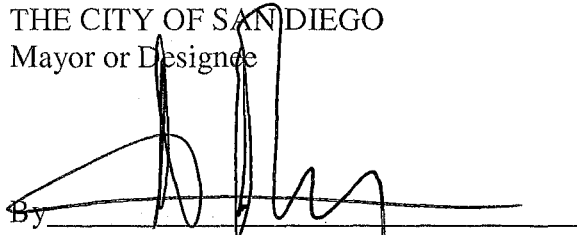
9.24 Public Records. This contract is public document subject to the California Public Records Act, and as such may be subject to public review per Exhibit K (Regarding Information Requested under the California Public Records Act).

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R-308601, authorizing such execution, and by the Consultant pursuant to HELIX Environmental Planning, Inc.'s signature authority document.

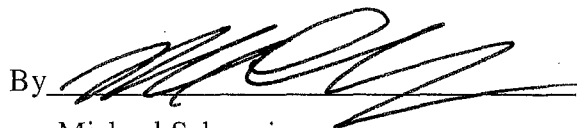
Dated this 11th day of February, 2014.

THE CITY OF SAN DIEGO
Mayor or Designee

By 

Albert P. Rechany
Program Manager
Public Works Contracting Group

I HEREBY CERTIFY I can legally bind HELIX Environmental Planning, Inc. and that I have read all of this Agreement, this 25 day of November, 2013.

By 

Michael Schwerin
Chief Executive Officer

I HEREBY APPROVE the form and legality of the foregoing Agreement this 13th day of February, 2014.

JAN I. GOLDSMITH, City Attorney

By 

Deputy City Attorney

R- 308601

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
 - (DD) Consultant's Past Participation List
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - Consultant Evaluation Form
- Exhibit I - Contractor Standards Pledge of Compliance
- Exhibit J - Equal Benefits Ordinance Certification of Compliance
- Exhibit K - Regarding Information Requested under the California Public Records Act
- Exhibit L - Americans With Disabilities Act (ADA) Compliance Certification

SCOPE OF SERVICES

AS-NEEDED STORM WATER ENVIRONMENTAL PROFESSIONAL SERVICES (H135999)

1.0 PROJECT DESCRIPTION

1.1 PROJECT BACKGROUND

The City of San Diego (City) operates and maintains an extensive storm water management system to convey storm water and urban runoff for the purpose of reducing flood risk and to provide essential public services. The system includes nearly 700 miles of drainage pipes, approximately 50 miles of drainage channels, over 48,000 storm drain structures, and 15 storm water pump stations. These facilities are distributed over a 342 square-mile metropolitan area.

1.2 PROJECT NEED

The City of San Diego is responsible for the environmental permitting and regulatory compliance of on-going maintenance and as-needed emergency response to maintain, operate and repair these facilities. Many of the storm water drainage facilities are located in or adjacent to environmentally sensitive areas. As such, the majority of operation and maintenance activities conducted within these facilities are regulated by various federal, State of California (State), and local laws intended to protect and/or minimize impacts to environmental resources. These regulations include, but are not limited to the Clean Water Act (CWA), National Environmental Protection Act (NEPA), Endangered Species Act (ESA), California Coastal Act, California Fish and Wildlife Code, California Porter-Cologne Act, California Environmental Quality Act

(CEQA), and the San Diego Municipal Code. As part of the environmental permitting process, the City must work with the public, various stakeholders, Non-Governmental Organizations, environmental groups, and several regulatory agencies that are responsible to enforce those laws and may require a specific permit/agreement and associated environmental document to condition an activity to avoid, minimize, and/or mitigate impacts.

To streamline the environmental permitting process, the Transportation & Storm Water Department (T&SWD) has developed a Master Storm Water System Maintenance Program (MSWSMP or Master Maintenance Program) and associated Programmatic Environmental Impact Report (PEIR) for channel maintenance activities. The Program has received a Master Site Development Permit, a Coastal Development Permit for three channel areas, and other regulatory permits are in process. Under these permits, numerous environmental technical studies are required as well as mitigation and monitoring of impacts. To date, there are still many facilities in environmentally sensitive areas in potential need of maintenance that have yet to be permitted – some of these may be individually processed and some may be grouped as the case of the channels in the MSWSMP.

1.3 PROJECT DESCRIPTION

A professional environmental consultant is needed to support environmental permitting and compliance for the Transportation and Storm Water Department on an as-needed basis. Services require environmental regulatory expertise to satisfy compliance with federal, State, and local regulations.

2.0 SCOPE OF SERVICES

Task order will include a combination of the Scope of Services listed below.

2.1 FACILITATE, COORDINATE, NOTIFY & OBTAIN PERMITS

Assist City staff to facilitate, coordinate, notify and obtain necessary regulatory permits from various outside agencies such as federal and military branches (ACOE, USFWS, Department of Homeland Security, Environmental Protection Agency, Federal Management Agency, US Navy, US Marine Corps, US Coast Guard, Federal Transportation and Federal Highway administrations, US Department of Housing and Development, etc.); state agencies (Caltrans, CDFW, Regional Water Quality Control Board(s), Coastal Commission, CalRecycle, etc.); local agencies and jurisdictions (City of San Diego, County of San Diego); as well as other internal and external City agencies, as necessary. Permits and agreements shall include projects under the MSWSMP, as well as for individual projects associated with the operation or maintenance of the City's storm water conveyance system. Such work shall include the preparation of necessary application packages, site-specific technical studies, environmental documents, and attendance at any required meetings with the regulatory agencies. Consultant must also provide follow-up and assistance to close permits with any agencies as determined by project specific-requirements.

2.2 PREPARE CEQA AND NEPA DOCUMENTATION

Assist with the preparation of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation for projects and/or the technical studies, per CEQA, NEPA and City of San Diego standard guidelines. Environmental documentation shall include Initial Studies (IS), Environmental Impact Reports (EIRS), Negative Declarations (NDs/MNDs); and/or Environmental Assessments (EAs) leading to lower level NEPA clearances such as Categorical Exclusions (CEs) and Findings of No Signification Impact Statements (FONSI), and/or higher level Environmental Impact Statements (EISs).

EXHIBIT A

Such work shall include the preparation of environmental technical studies that provide resource and impact analyses; as well as assistance in developing mitigation strategies, plans, and language for documents regulatory agencies prepare. Environmental disciplines may include land use, aesthetics/neighborhood character, biological resources, historical (cultural) resources, paleontological, noise, traffic, geology/soils, hydrology, water quality, and waste management. Analyses may involve site surveys, preparing technical reports, and completing determinations of significance in accordance with environmental regulations. Consultant may also be asked to respond to various regulatory agency and public comments, as needed.

2.3 PREPARE MSWSMP REVIEW DOCUMENTS

Prepare MSWSMP substantial conformance review documents, including the following technical reports required for processing:

- Individual Maintenance Plans
- Individual Biological Assessments
- Individual Historical Assessments
- Individual Hydrologic and Hydraulic Assessments
- Individual Water Quality Assessments
- Individual Noise Assessments

2.4 COORDINATE, DEVELOP, IMPLEMENT & COMPLY

Coordinate, develop, implement and comply with environmental permit conditions and associated environmental document's Mitigation, Monitoring, and Reporting Programs (MMRPs)

This task involves the coordination, development, implementation and compliance with project-specific requirements, conditions and MMRPs to avoid, minimize and/or mitigate for potential impacts associated with a regulated activity. The environmental documents and permits issued or approved for associated operational and maintenance projects includes, but is not limited to: CWA 404 Individual Permit(s), Nationwide Permit(s), Regional General Permit(s), ESA Section 7 and Section 10 Consultation(s), CWA 401 Certification(s), 1605 Streambed Alteration Agreement(s), Coastal Development Permit(s), Site Development Permit(s), and CEQA/NEPA MMRPs covering multiple disciplines; compensatory habitat mitigation; and water quality monitoring plans compliant with all federal and State quality assurance protocols.

2.5 PREPARE BIOLOGICAL REPORTS & RESTORATION PLANS

Prepare Biological Reports & Restoration Plans (including Conceptual Plans, Detailed Plans and Specifications, and As-Built Conditions for Construction/Maintenance, Habitat Mitigation and Revegetation Projects)

Prepare biological reports for native plant/animal species and communities in compliance with City of San Diego Biological Guidelines, and/or State and federal guidelines, in support of the following activities:

2.5.1 Monitor and report construction and/or maintenance activities for projects located in or adjacent to sensitive biological resources (e.g. protected habitats, MHPA, breeding territories of threatened/endangered species, trees used by foraging raptors), in accordance with approved Mitigation, Monitoring, and Reporting Programs [MMRPs], as well as with local, State, and/or federal permits and requirements. Monitoring activities shall include early input and ensuring that construction contractors do not perform work outside of pre-approved limits of construction work areas and that the contractor complies with the conditions of the project's environmental document and permits. Construction monitoring requires the Consultant's staff to be on-call to provide services quickly at random intervals.

2.5.2 Perform wildlife surveys for breeding season and presence/absence of identified species, construction noise impacts and reductions, related construction performance activities, site investigation and other biological protocols, as necessary.

2.5.3 Project implementation impacts may require mitigation on-site and/or off-site revegetation. This task requires the preparation of plans required to implement the mitigation or re-vegetation to

EXHIBIT A

include conceptual plans and/or detailed landscape plans and construction specifications, City of San Diego standard construction documents and other supplemental plans as required. The plans shall identify and quantify areas to be impacted, as well as specific habitat and community types encompassed by those impacted areas and meet all regulatory agency guidance standards. Plans and specifications must identify areas to be re-vegetated and clearly depict and specify the required grading, planting, irrigation, and drainage necessary for successful implementation of required mitigation. The consultant will also be required to provide construction schedules, storm water pollution prevention plans, cost estimates for materials and labor and other supplemental construction documentation. When required, these plans shall be prepared and certified by an appropriate licensed or registered professional and shall comply with all requirements found in the Development Services Department Project Submittal Requirements, Section 3.

- 2.5.4 Consultant must assess and design native wetland and upland habitat restoration activities in support of design through construction, and/or assist in identifying wetland mitigation opportunities such as credits or possible locations where such could be constructed, in support of MSWSMP or City projects such as mitigation calculation (on-site and off-site), re-vegetation plans and landscape details to illustrate compliance with such details provided to City as ArcView GIS shapefiles using the NAD 83 coordinate system. Conceptual plans shall identify habitat types and quantities impacted, appropriate re-vegetation with types and quantities of species to be planted, accepted industry standards for successful plant establishment and growth, proper erosion control methods, and other project-specific performance measures established through the design as well as

EXHIBIT A

construction and post construction phases. Detailed plans and specifications from consultant shall show appropriate level and type of earthwork (grading), planting, irrigation, and drainage necessary for successful implementation of required mitigation; and provide cost estimates for all materials and labor. Expertise and knowledge of consultant shall be with local jurisdiction, US Fish and Wildlife Services (USFWS), Army Corps of Engineers (ACOE), California Department of Fish and Game (CDFG), and California water quality control board requirements for environmentally sensitive lands regulations. Experience in both Southern California wetland and upland restoration projects shall be required. In addition, firms must have a qualified individual to, at a minimum; perform wetland delineations in compliance with related agency (ACOE, CDFG, etc.) guidelines.

- 2.5.5 Additionally, construction work may need to be captured on Grading Plans prepared by a registered Civil Engineer. These are required by the regulators in the form of As-built drawings. Demonstrated and documented staff and firm expertise and experience in both Southern California upland and wetland restoration projects shall be required. Plans and specifications shall meet all regulatory requirements as necessary.
- 2.5.6 Sample, monitor, and coordinate field re-vegetation and habitat restoration with landscape contractor to ensure success in the following: 120 day Plant Establishment Period (PEP), 25-month revegetation and/or 5-year Long-Term Monitoring Program (LTMP) following PEP; leading to final restoration program approval and sign-off.
- 2.5.7 Perform and provide Property Analysis Records (PAR) for mitigation sites to determine costs associated with long-term land

management of designated sites.

2.6 CULTURAL & PALEONTOLOGICAL ASSESSMENTS & MONITORING

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

2.7 CONDUCT ENVIRONMENTAL SURVEYS, MITIGATION, MONITORING

2.7.1 Conduct environmental surveys, mitigation, monitoring and reporting (pre-construction, construction, and post-construction/maintenance.)

2.7.2 Work closely with assigned City staff, contractors (construction, revegetation/restoration/landscape, etc), and other agencies to ensure proper coordination for design and/or construction/maintenance activities, including implementing mitigation and monitoring on a project-by-project basis, as necessary. Conduct various environmental surveys, monitoring and reporting plans (pre, during, and post-construction and/or maintenance activities) for MSWSMP or City projects located in and/or adjacent to sensitive environmental resources, in compliance with adopted MMRPs and regulatory requirements. During specified time intervals, personnel qualified in the appropriate field methods must be present at the construction/maintenance site to conduct appropriate field

surveys, monitor and report on activities. Environmental surveying, monitoring and reporting include specialized areas of expertise related to biological resources, historical (archaeological/paleontological) resources, noise, air quality, water quality, and spoil (waste) management.

2.7.3 Monitoring may also include ensuring that the construction contractor/City forces do not perform work outside the pre-approved limits of construction, and complies with conditions of the project's environmental documents and permits. Construction/maintenance monitoring requires consultant staff to be on-call to provide services quickly and at random intervals. Specialized environmental monitors as mandated by City, State, and federal regulations must meet the minimum qualifications, requirements and certifications. This monitoring may include biological monitoring of wetland or upland revegetation, water quality monitoring, etc. Experience in monitoring a wide scope of project types in upland and wetland southern California habitats will be required.

2.8 AS-NEEDED EMERGENCY ENVIRONMENTAL PERMIT PREPARATION

Consultant shall be on-call/available 24 hours a day 7 days a week for any permit applications and processing required during unplanned emergency storm water projects occurring in environmentally sensitive areas.

2.9 AS-NEEDED EMERGENCY ENVIRONMENTAL MONITORING

Consultant shall be on-call/available 24 hours a day 7 days a week for any monitoring required during unplanned emergency storm water projects occurring in environmentally sensitive areas.

3.0 PROJECT TEAM MEMBERS

The project team (Prime Consultant and Subconsultants) shall include a number of levels of experts and technical staff whose expertise may lie in one or more members of the team. Substitutions to key staff during the contract period will require proof of equal or greater competence, skills, and experience. The team required to perform the various tasks above shall include¹, at minimum, the following:

- **Regulatory Permitting Specialists**

Regulatory permitting specialists with a minimum of ten (10) years experience completing permit application packages and successfully obtaining project-specific permits from the various local, State and federal resource and regulatory agencies.

¹ Individuals preparing or implementing certain environmental discipline tasks shall meet the minimum qualifications as identified in the following:
<http://www.sandiego.gov/planning/msep/pdf/biosurveyguidefull.pdf> and
<http://www.sandiego.gov/development-services/pdf/industry/landdevmanual/ldmbio.pdf>;
<http://www.sandiego.gov/development-services/industry/pdf/landdevmanual/ldmhistorical.pdf>;
<http://www.sandiego.gov/development-services/pdf/industry/geoguidelines.pdf>;
<http://www.sandiego.gov/development-services/pdf/news/stormwatermanual.pdf>
<http://www.sandiego.gov/development-services/pdf/news/stormwatermanual.pdf>

- **Biologists/Environmental Specialists**

Biologists/Environmental specialists qualified to perform detailed plant and animal species surveys, and with documented training and local experience with local native plant and animal species. These individuals must be experienced (at least 3 years of experience) in field vegetation sampling and monitoring as well as the design of native wetland and upland habitat restoration projects. In addition, biologists and other environmental specialists must be qualified to perform wetland delineations in compliance with ACOE guidelines. Consultant shall be able to implement focused sensitive species surveys. Consultant must possess appropriate certifications from Federal and State resource agencies.

- **Hydrologist or Certified Hydrogeologist**

Hydrologist or Certified Hydrogeologist qualified to analyze the potential impacts to local and regional surface water, groundwater, water quality, and certified to prepare subsequent reports.

- **Registered Civil Engineers**

Registered Civil Engineers qualified to develop, review and certify hydrologic and hydraulic assessments as well as review and develop construction or maintenance plans.

- **Registered Landscape Architect**

Registered Landscape Architect or Registered Civil Engineers with local environmental expertise qualified to prepare site restoration plans and construction plans and estimates.

- **Registered Geologist/ Geotechnical Engineer**

EXHIBIT A

Registered Geologist/ Geotechnical Engineer or other geotechnical expert qualified to identify potential impacts and mitigation strategies related to spoil management, soils and geology, and certified to prepare subsequent reports.

- **Archaeologists**

Archaeologists qualified to conduct surveys inventories and significance determinations for both CEQA and NEPA compliance.

- **Paleontologists**

Paleontologists qualified to conduct surveys inventories and significance determinations for both CEQA and NEPA compliance.

- **Noise Specialist**

Noise specialist qualified to quantify existing and predicted noise levels associated with project implementation.

- **Air Quality Expert**

Air Quality expert in green house gases and other airborne particulates regulated by federal, State or local laws.

- **SWPP Developer & SWPP Practitioner**

California Qualified Storm Water Pollution Prevention (SWPP) Developer and California Qualified SWPP practitioner to develop and implement SWPP plans.

- **Traffic Specialist or Traffic Engineer**

Traffic specialist or Traffic Engineer knowledgeable in the preparation of City of San Diego Transportation Standards and Traffic Control Plans for construction purposes.

- **GIS Specialist**

GIS specialist with familiarity of local GIS databases and GIS resources.

4.0 MEETINGS

Attendance at various meetings including, but not limited to: project scoping, community group, pre-bid, pre-construction (pre-con), public hearings, regulatory agency, progress, etc. for support, as necessary. These include both office and field meetings.

END OF SCOPE OF SERVICES

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:

COMPENSATION AND FEE SCHEDULE

HELIX Rates¹

Classification	Staff Name ²	Hourly Billing Rate (\$)	Qualifications		Engagement
			Education	Minimum Years of Experience	
CEQA/NEPA Compliance					
Principal Environmental Planner	Ching Schwerin	200	BD/E	15	Managing and directing all levels of staff in the preparation of complex environmental compliance documents; performing quality assurance/quality control (QA/QC); making public presentations; and managing project budgets and schedules.
Senior Project Manager III	Bitterling Capper McIntyre Dramko	185	BD/E	13	Managing environmental compliance documents for large, multi-disciplinary projects; directing staff working on those projects; coordinating subcontractors and clients; and tracking budgets and schedules.
Senior Project Manager II	Belzman McCall	160	BD/E	11	Managing environmental compliance documents for large, multi-disciplinary projects; directing staff working on those projects; coordinating subcontractors and clients; and tracking budgets and schedules.
Senior Project Manager I	Reyes	140	BD/E	9	Managing environmental compliance documents for large, multi-disciplinary projects; directing staff working on those projects; coordinating subcontractors and clients; and tracking budgets and schedules.

EXHIBIT C

Classification	Staff Name ²	Hourly Billing Rate (\$)	Qualifications		Capabilities
			Education	Minimum Years of Experience	
CEQA/NEPA Compliance					
Senior Acoustics Specialist	Terry	175	BD/E	10	Conducting noise and acoustics (including ground vibration) modeling and analysis; directing technical support staff; providing support to project manager of multi-disciplinary environmental compliance projects; and serving as primary author for noise and acoustics technical reports.
Senior Air Quality Specialist	Slavick	175	BD/E	10	Conducting air quality and greenhouse gas modeling and analysis; directing technical support staff; providing support to project manager of multi-disciplinary environmental compliance projects; and serving as primary author for air quality and greenhouse gas technical reports.
Senior Environmental Specialist	Marcin	175	BD/E	10	Preparing reports or sections of environmental compliance documents addressing technical environmental topics such as water quality, geology/soils, agriculture, land use, and/or visual resources.
Project Manager III	Whittemore	135	BD/E	8	Managing and preparing highly complex environmental compliance documents; managing schedules and budgets with minimal oversight by more senior staff; directing the work of staff; and coordinating with subcontractors and clients.

EXHIBIT C

Classification	Staff Name ²	Hourly Billing Rate (\$)	Qualifications		Capabilities
			Education	Minimum Years of Experience	
CEQA/NEPA Compliance					
Project Manager II	Costantino Horn Gomez	125	BD/E	6	Managing and preparing moderately complex environmental compliance documents with moderate oversight by more senior staff; managing schedules and budgets; directing the work of staff; and coordinating with subcontractors and clients.
Project Manager I	Brice	120	BD/E	3	Managing and preparing relatively simple environmental compliance documents with oversight by more senior staff; assisting Senior Project Managers with the management and preparation of complex, environmental compliance documents; managing schedules and budgets; assisting in the direction of staff; and coordinating with subcontractors and clients.
Environmental Planner III		100	BD/E	2	Researching and writing sections of environmental compliance documents with minimal oversight by Project Manager or Senior Project Manager.
Environmental Planner II	Ashley Scott	90	BD/E	1	Researching and writing sections of environmental compliance documents with moderate oversight by Project Manager or Senior Project Manager.
Environmental Planner I		80	BD/E	0	Assisting in researching and writing sections of environmental compliance documents with oversight by Project Manager or Senior Project Manager.

EXHIBIT C

Classification	Staff Name ²	Hourly Billing Rate (\$)	Qualifications		Capabilities
			Education	Minimum Years of Experience	
Biological Resources Studies/Habitat Management					
Principal Biologist	Fischbeck Howard Huffman Sward	200	BD/E	15	Managing and directing all levels of staff in the preparation of complex biological surveys or restoration plans; processing regulatory permits; performing quality assurance/quality control (QA/QC); making public presentations; and managing project budgets and schedules.
Senior Scientist III	Osmundson	185	BD/E	12	Managing complex biological resource investigations; preparing survey reports, habitat restoration plans, or other biology technical reports; overseeing wetland delineations and sensitive species surveys; managing schedules and budgets; directing the work of staff; and coordinating with subcontractors and clients.
Senior Scientist II	Stringer Nigro	160	BD/E	10	Managing biological resource investigations; preparing survey reports, habitat restoration plans, and/or other biology technical reports; overseeing wetland delineations and sensitive species surveys; managing schedules and budgets; directing the work of HELIX staff on assigned projects; and coordinating with subcontractors and clients.

EXHIBIT C

Classification	Staff Name ²	Hourly Billing Rate (\$)	Qualifications		Capabilities
			Education	Minimum Years of Experience	
Biological Resources Studies/Habitat Management					
Senior Scientist I	Bakker Bilodeau Clayton Trnka	135	BD/E	7	Managing biological resource investigations; preparing survey reports, habitat restoration plans, or other biology technical reports; overseeing wetland delineations and sensitive species surveys; managing schedules and budgets; directing the work of HELIX staff on assigned projects; and coordinating with subcontractors and clients.
Biologist V	Kurnow Silvester	110	BD/E	5	Preparing complex biological resource technical reports and/or habitat restoration plans; conducting field mapping of existing biological resources; conducting wetland delineations; assessing potential effects on biological resources; monitoring; and conducting focused surveys for sensitive plant or wildlife species.
Biologist IV	Hogenauer Mattson	100	BD/E	4	Preparing less complex biological resource technical reports and/or habitat restoration plans; conducting field mapping of existing biological resources; conducting wetland delineations; assessing potential effects on biological resources; monitoring; and conducting focused surveys for sensitive plant or wildlife species.

EXHIBIT C

Classification	Staff Name ²	Hourly Billing Rate (\$)	Qualifications		Capabilities
			Education	Minimum Years of Experience	
Biological Resources Studies/Habitat Management					
Biologist III	Aldridge Gardner Harris	90	BD/E	3	Preparing biological resource letter reports; participating in field mapping of existing biological resources; assisting with wetland delineations; assessing potential effects on biological resources; monitoring; and assisting with surveys for sensitive plant or wildlife species.
Biologist II	Baxter Miller Moreton	80	BD/E	2	Preparing biological resource letter reports; participating in field mapping of existing biological resources; assisting with wetland delineations; assessing potential effects on biological resources; and assisting with surveys for sensitive plant or wildlife species.
Biologist I	Rosenbaum	70	BD/E	0	Assisting with biological surveys and preparation of biological resource letter reports.
Operations Manager	Rodriguez	85	BD/E	2	Coordinating staff field activities and equipment utilization; preparing draft reports and letters; and other administrative functions.
Landscape Design/Habitat Restoration Design					
Senior Landscape Architect	Lewis	175	BD/E LA	10	Managing and directing all levels of staff in the preparation of landscape plans, site plans, habitat restoration plans, and visual assessments; performing QA/QC review,.
Landscape Architect III		150	BD/E LA	8	Preparing landscape plans, site plans, habitat restoration plans, and visual assessments for highly complex projects.

EXHIBIT C

Classification	Staff Name ²	Hourly Billing Rate (\$)	Qualifications		Capabilities
			Education	Minimum Years of Experience	
Landscape Design/Habitat Restoration Design					
Landscape Architect II		125	BD/E LA	3	Preparing landscape plans, site plans, habitat restoration plans, and visual assessments for moderately complex projects.
Landscape Architect I		100	BD/E	0	Preparing landscape plans, site plans, habitat restoration plans, and visual assessments for relatively simple projects,
Landscape Designer	Mock Rocco	90	BD/E	0	Assisting in the preparation of landscape plans, site plans, habitat restoration plans, and visual simulations under the direction of a landscape architect.
Support Services					
Senior GIS Specialist	Palmer Venz	125	BD/E	5	Managing spatial databases; manipulating data; conducting 2-D and 3-D spatial modeling; generating maps and other graphical displays of project elements and impacts; and providing direction to staff.
GIS Specialist III		110	BD/E	3	Managing spatial databases; manipulating data; conducting 2-D and 3-D spatial modeling; assessing potential effects to environmental resources by overlaying project features with mapped resources; and generating maps and other graphical displays of project elements and impacts.

EXHIBIT C

Classification	Staff Name ²	Hourly Billing Rate (\$)	Qualifications		Capabilities
			Education	Minimum Years of Experience	
Support Services					
GIS Specialist II	Fuller Kress	95	BD/E	2	Managing spatial databases; manipulating data; conducting 2-D and 3-D spatial modeling; assessing potential effects to environmental resources by overlaying project features with mapped resources; and generating maps and other graphical displays of project elements and impacts.
GIS Specialist I	Rachels Caziarc	75	BD/E	0	Entering data into GIS software and assisting in the manipulation of data.
Word Processor	Stuewe Wojnar-Dillon Wojtalewicz	75	BD/E	2	Typing, editing and formatting technical documents; producing bound copies of reports; and producing electronic copies of reports.
Accountant	King Williams	75		2	Preparing invoices, tracking accounts receivable and disbursing funds to vendors.
Clerical	Garde	55		4	Performing a variety of clerical functions including filing, phone coordination, mailing and other support functions.

BD/E: Bachelor's degree or equivalent in related field.

LA: Licensed Architect

- ¹ Annual rate adjustments may be made up to three percent when submitted in writing for the City's a minimum of 60 days before the Agreement anniversary date and approved by the City.
- ² Reflects classification as of the initial contract date. Classification may be changed subject to City approval, and satisfaction of applicable qualifications and capability requirements. Classifications without corresponding staff are included to establish billing rates should those classifications be required for some aspect of the work, subject to City approval.

Other Direct Costs	
<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 applicable IRS rates and will be supported by required mileage logs submitted with invoice. Reimbursement for lodging and per diem expenses will be up to the maximum allowance for the San Diego area, as published by the U.S. General Services Administration. A 4-wheel drive premium will be charged at \$25.00 per project day. GPS rentals are charged at \$60/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 as a direct expense at actual cost (invoice/receipts required).</p>	
Copy/Print Charges	Cost (\$)/page
Black & White	\$0.08
Color	\$0.75
Plotter Charges	Cost (\$)
GIS Standard Bond Plots	\$4.00 per square foot
GIS Color Bond Plots	\$10.00 per square foot
Landscape Draft Plots	\$2.00 per square foot
Landscape Standard Plots	\$10.00 per square foot
Digital Air Photos	Cost (\$)
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

HELIX Subconsultant Rates¹

Classification	Staff Name²	Hourly Billing Rate (\$)
Affinis Environmental Services		
Project Manager/Scientist III	Robbins-Wade	125
Scientist II		110
Scientist I	Giletti	75
Archaeological monitor	Giletti Yerka	75
Field/Lab crew	Davison	70
Allied Geotechnical Engineers, Inc.		
Principal	Liem, T. Goldhammer	165
Senior Professional	Sutanto Barnes	140
Hydrogeologist	Glick Goodmacher	140
Project Professional	Khatib	120
Staff Professional	Hayes	98
Laboratory Technician	Blaettler	83
Draftsperson/Technical Illustrator	Nguyen	71
Clerical/Word Processing	Liem, C.	55
McGrath Consulting		
Qualified SWPPP Developer	McGrath	125
Qualified SWPPP Practitioner	Kremensky	80
Resource Balance		
Certified Senior Ecologist	Neudecker	200
Word Processing	Stuwe Wojnar-Dillon Wojtalewicz	65
Clerical	Garde	55
Rick Engineering		
Principal	Bowling	205
Associate Principal	Goddard	190
Associate/Manager	Cronquist Janda-Timba	175
Principal Project Engineer/Manager	Hastie Edgington, C.	155
Associate Project Engineer/Manager	Zanetti	140

EXHIBIT C

Classification	Staff Name ²	Hourly Billing Rate (\$)
Rick Engineering (cont.)		
Assistant Project Engineer/Manager	Henry Mack Murakami Ulery Sandoval	130
Principal Engineering Designer		120
Associate Engineering Designer		110
Assistant Engineering Designer	Liu Trunzo	100
Principal Engineering Drafter		100
Associate Engineering Drafter		85
Assistant Engineering Drafter		75
Principal Water Resources Designer	Fransson Louie Montgomery Morton	120
Associate Water Resources Designer	Del Val Tasev	110
Assistant Water Resources Designer		100
Principal Environmental Project Manager		145
Associate Environmental Project Manager	Doyle	130
Assistant Environmental Project Manager		120
Principal Environmental Specialist		107
Associate Environmental Specialist		102
Assistant Environmental Specialist		97
Environmental Technician		74
GIS Manager	Laird	150
GIS Coordinator		130
Principal GIS Analyst	Terrazas	105
Associate GIS Analyst		100
Assistant GIS Analyst	Alonzo	93
Principal Computer Graphics Editor		105
Associate Computer Graphics Editor		95
Assistant Computer Graphics Editor		85
Rick Engineering (cont.)		
Field Supervisor		140

EXHIBIT C

Classification	Staff Name ²	Hourly Billing Rate (\$)
One-person Survey Party		120
One-person Survey Party with Robotics		170
Two-person Survey Party		190
Three-person Survey Party		250
Computing & Mapping Director		150
Principal Survey Analyst		140
Associate Survey Analyst		120
Assistant Survey Analyst		95
Senior Transportation/Traffic Engineer		185
Principal Transportation/Traffic Engineer	Stephenson Jugar	155
Associate Transportation/Traffic Engineer		140
Assistant Transportation/Traffic Engineer	Edgington, A. Cruz	130
Principal Transportation/Traffic Designer	Perez	120
Associate Transportation/Traffic Designer	Shultz	110
Assistant Transportation/Traffic Designer		100
San Diego Natural History Museum		
Project Director	Deméré	130
Field Manager	Siren	90
Paleontological Field Monitor	Sena, P.	55
Collections Manager	Randall, K.	65
Fossil Preparer	Anderson	55
Curatorial Assistant	Hubscher	55
Contract Administrator	Soetaert	65
Report Writer	Donohue	90
Graphics	Randall, K.	65

¹ Annual rate adjustments may be made up to three percent when a request is submitted in writing a minimum of 60 days before the Agreement anniversary date and approved by the City.

² Reflects classification as of the initial contract date. Classification may be changed subject to City approval, and satisfaction of applicable qualifications and capability requirements. Classifications without corresponding staff are included to establish billing rates should those classifications be required for some aspect of the work, subject to City approval.

NOTE:

- Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).

EXHIBIT C

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



City of San Diego

ATTACHMENT AA

EQUAL OPPORTUNITY CONTRACTING (EOC)

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

Phone: (619) 236-6000 • Fax: (619) 235-5209

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 25th day of November, 2013.

(Authorized Signature)

Michael Schwerin
(Print Authorized Signature Name)

WORK FORCE REPORT - NAME OF FIRM: HELIX Environmental Planning, Inc. DATE: 11/25/13

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

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	1		1							6	6		
Professional		1		1				1			11	21		
A&E, Science, Computer											1			
Technical											1			
Sales														
Administrative Support				1					1			2		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	2	0	3	0	0	0	1	0	1	19	29	0	0
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Grand Total All Employees

56

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

SUBCONSULTANTS 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 are certified by the City as local businesses shall counted as SLBEs.

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE(*/ MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED
Affinis Environmental Services 810 Jamacha Road, Suite 206 El Cajon, CA 92019	Cultural Resource Analysis and Monitoring	4%	SLBE	CITY #11AI0512
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca Street, Suite 102 Santee, CA 92071	Geology/Soils	1%	ELBE DBE MBE	CITY #11AG0136 Metro #643/CUCP #8920
McGrath Consulting 13080 Highway 8 Business Route El Cajon, CA 92021	Water Quality Monitoring	4%	ELBE	CITY #11MH0280
Resource Balance, Inc. 313 Glen Creek Drive, Suite 100 Bonita, CA 91902	Regulatory Permitting	25%	ELBE	CITY #12RB0674
Rick Engineering Company 5620 Friars Road San Diego, CA 92110	Hydrology/Water Quality, Storm Water Facility Maintenance Design, Storm Water Pollution Prevention Plans and Implementation, Civil and Traffic Engineering	20%	N/A	N/A
San Diego Natural History Museum 1788 El Prado San Diego, CA 92101	Paleontological Resource Analysis and Monitoring	1%	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

CONTRACT ACTIVITY REPORT

Consultants are required by contract to report Subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT: AS-NEEDED ENVIRONMENTAL PROFESSIONAL SERVICES PRIME CONTRACTOR: HELIX ENVIRONMENTAL PLANNING, INC

CONTRACT AMOUNT: \$7,500,000 **INVOICE PERIOD:** _____ **DATE:** _____

Include Additional Services Not-to-Exceed Amount

Subcontractor	Indicate SLBE, ELBE, MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Prime Contractor Total:							
Contract Total:							

Completed by: _____

CONSULTANT PAST PARTICIPATION LIST

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: City of San Diego Master Storm Water System Maintenance Program EIR

TYPE OF PROJECT: Storm Water Maintenance

ESTIMATED \$ VALUE OF PROJECT: \$1,851,839

NAME, ADDRESS AND TELEPHONE NUMBER OF CONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBF, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: <u>Allinis Environmental Services</u> Address: <u>810 Jamacha Road, Suite 206</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92019</u> Phone: <u>619-441-0144</u>	Contractor	Cultural Resources Services	\$38,877	SLBE	CTIY #11A10512 (Attached)
Name: <u>Konecny Biological Services</u> Address: <u>1501 East Grand Avenue, Suite 2403</u> City: <u>Pescadero</u> State: <u>CA</u> Zip: <u>92071</u> Phone: <u>760-489-5276</u>	Contractor	Biological Resources Services	\$970	OBE	Not Applicable
Name: <u>Rick Engineering Company</u> Address: <u>5620 Friars Road</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92110</u> Phone: <u>619-291-0707</u>	Contractor	Hydraulic/Hydrologic and Storm Water Maintenance Planning and Design Services	\$337,684	OBE	Not Applicable
Name: <u>Weston Solutions</u> Address: <u>5817 Dryden Place, Suite 101</u> City: <u>Carlsbad</u> State: <u>CA</u> Zip: <u>92008</u> Phone: <u>760-795-6900</u>	Contractor	Water Quality Services	\$6,169	OBE	Not Applicable

① As appropriate, Design Professional shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantage Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Design Professional shall indicate if Subcontractor is certified by:

City of San Diego	CTIY	State of California Department of Transportation	CAI TRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Consultant will not receive any points for past subcontracting participation percentages if the Consultant fails to submit the required proof of certification.

CONSULTANT PAST PARTICIPATION LIST

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: City of San Diego Public Utilities Department As-needed Environmental Services

TYPE OF PROJECT: As-needed Environmental Services

ESTIMATED \$ VALUE OF PROJECT: \$771,559

NAME, ADDRESS AND TELEPHONE NUMBER OF CONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓐ]
Name: <u>Alfins Environmental Services</u> Address: <u>810 Jamacha Road, Suite 206</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92019</u> Phone: <u>619 441-0144</u>	Contractor	Cultural Resources Services	\$65,840	SLBE:	CITY #11A10512 (Attached)
Name: <u>Atlas Tree Service</u> Address: <u>9032 Olive Drive</u> City: <u>Spring Valley</u> State: <u>CA</u> Zip: <u>91977</u> Phone: <u>619-463-1707</u>	Contractor	Arborist Survey and Monitoring	\$6,479	OBE:	Not Applicable
Name: <u>Kimley-Horn & Associates, Inc.</u> Address: <u>401 B Street, Suite 600</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92101</u> Phone: <u>619-234-9411</u>	Contractor	Hydrologic Analysis and Engineering Support	\$15,595	OBE:	Not Applicable
Name: <u>Kongeny Biological Services</u> Address: <u>1501 East Grand Avenue, Suite 2403</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92027</u> Phone: <u>760-489-5276</u>	Contractor	Biological Resources Services	\$2,397	OBE:	Not Applicable
Name: <u>Stantec Consulting Services, Inc.</u> Address: <u>19 Technology Drive, Suite 200</u> City: <u>Irvine</u> State: <u>CA</u> Zip: <u>92618</u> Phone: <u>949-923 6000</u>	Contractor	Palaeontological Monitoring	\$15,028	OBE:	Not Applicable
Name: <u>Weston Solutions</u> Address: <u>5817 Dryden Place, Suite 101</u> City: <u>Carlsbad</u> State: <u>CA</u> Zip: <u>92008</u> Phone: <u>760-795 6900</u>	Contractor	Bioassessment Monitoring and Reporting	\$57,204	OBE:	Not Applicable

ⓐ As appropriate, Design Professional shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise
 Certified Disadvantage Business Enterprise
 Other Business Enterprise
 Certified Small Local Business Enterprise

MBE
 DBE
 OBE
 SLBE

Certified Woman Business Enterprise
 Certified Disabled Veteran Business Enterprise
 Certified Emerging Local Business Enterprise
 Small Disadvantaged Business

WBE
 DVBE
 ELBE
 SDB

CONSULTANT PAST PARTICIPATION LIST

The Consultant shall complete this form for each project listed in response to RFP. The Consultant Past Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each Subcontractor or Supplier who participated in the referenced project.

NAME OF PROJECT: City of San Diego Engineering & Capital Projects Department As-needed Environmental Services
 TYPE OF PROJECT: As-needed Environmental Services ESTIMATED \$ VALUE OF PROJECT: \$1,353,070

NAME, ADDRESS AND TELEPHONE NUMBER OF CONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION OR MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [Ⓞ]	WHERE CERTIFIED [Ⓞ]
Name: <u>IS Architecture</u> Address: <u>5649 La Jolla Blvd</u> City: <u>La Jolla</u> State: <u>CA</u> Zip: <u>92037</u> Phone: <u>858-456-8555</u>	Contractor	Historical Resources Services	\$30,243	SLBE Micro	CITY #11180316 CITY #1108220 (Attached)
Name: <u>Owens Wildlife Biology</u> Address: <u>9712 Snow View Drive</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>619-447-4972</u>	Contractor	Biological Resources Services	\$6,766	OBE	Not Applicable
Name: <u>Tierra Environmental</u> Address: <u>9915 Businesspark Avenue, Suite C</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92131</u> Phone: <u>858-578-9064</u>	Contractor	Cultural Resources Services	\$385,284	ELBE MBE	CITY #1211-0709 CALTRANS #22293 and CPUC #10BS0060 (Attached)

Ⓞ As appropriate, Design Professional shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantage Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

Ⓞ As appropriate, Design Professional shall indicate if Subcontractor is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Consultant will not receive any points for past subcontracting participation percentages if the Consultant fails to submit the required proof of certification.


CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: As-needed Environmental Services
City of San Diego Transportation & Storm Water Department

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

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

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

Signed 
Printed Name Michael Schwerin
Title Chief Executive Officer
Date November 25, 2013

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

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

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

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

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: Transportation & Storm Water Department
- 2. Name of Specific Consultant & Company: Helix Environmental Planning, Inc.
Michael Schwerin, Chief Executive Officer
Tom Huffman, Chief Development Officer
Tammy Ching, Planning Division Vice President
Bruce McIntyre, Principal Planner
- 3. Address, City, State, ZIP 7578 El Cajon Boulevard, Suite 200
La Mesa, CA 91942
- 4. Project Title (as shown on 1472, "Request for Council Action) As-Needed Environmental Consultant Services
- 5. Consultant Duties for Project: Conduct and prepare various environmental documents (CEQA/NEPA), technical studies (i.e. biological, cultural, historical, air quality, noise, landscape plans, & hydraulic/hydrology), & permit applications associated with the Master Storm Water System Maintenance Program in compliance with local, state and federal environmental requirements and regulations.

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.]

WJ

By:

Garth K. Sturdevan
[Garth K. Sturdevan, Director]*

2 Oct 2013
[Date]

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

DEFINITION OF "CONSULTANT"

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

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

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

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

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

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

BACKGROUND:

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

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

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

PURPOSE:

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

POLICY:

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

LEED (Leadership in Energy and Environmental Design):

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

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

SUSTAINABLE BUILDING MEASURES:

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

1. Design and construct mechanical and electrical systems to achieve the maximum energy efficiency achievable with current technology. Consultants shall use computer modeling programs, (Energy Pro) to analyze the effects of various design options and select the set of options producing the most efficient integrated design. Energy efficiency measures shall be selected to achieve energy efficiencies at least 22.51% better than California's Title 24.2001 standards for both new construction and major renovation projects.
2. Incorporate self-generation using renewable technologies to reduce environmental impacts associated with fossil fuel energy use. Newly constructed City facilities shall generate a minimum of 10%, with a goal of 20% from renewable technologies (e.g., photovoltaic, wind and fuel cells).
3. Eliminate the use of CFC based refrigerants in newly constructed facilities and major building renovations and retrofits for all heating, ventilation, air conditioning and refrigerant-based building systems.
4. Incorporate additional commissioning and measurement and verification procedures as outlined by LEED 2.0 Rating System, Energy and Atmospheres, credit 3 and credit 5 for all projects over 20,000 sq. ft.
5. Reduce the quantity of indoor air contaminants that are odorous or potentially irritating to provide installer(s) and occupant(s) health and comfort. Low-emitting materials will include adhesives, paints, coatings carpet systems, composite wood and agri-fiber products.
6. In order to maximize energy efficiency measures within these requirements, projects will combine energy efficiency measures requiring longer payback periods, with measures requiring shorter payback periods to determine the overall project period.

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

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

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): 1b. Brief Description: 1c. Budgeted Cost: \$ _____ WBS/IO: _____	2a. Name and address of Consultant: 2b. Consultant's Project Manager: _____ Phone: (____) _____																														
3. CITY DEPARTMENT RESPONSIBLE																															
3a. Department (include Division): _____	3b. Project Manager (address & phone): _____ Phone: (____) _____																														
4 & 5. CONTRACT DATA (DESIGN AND CONSTRUCTION)																															
4. Design																															
4a. Agreement Date: _____ Resolution #: R- _____ \$ _____																															
4b. Amendment(s): \$ _____ / # _____ (City) \$ _____ / # _____ (Consultant)																															
4c. Total Agreement (4a. & 4b.): \$ _____																															
4d. Type of Work (design, study, etc.): _____	4e. Key Contract Completion Dates: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;"></td> <td style="width:10%; text-align: center;">_____ %</td> <td style="width:10%; text-align: center;">_____ %</td> <td style="width:10%; text-align: center;">_____ %</td> <td style="width:10%; text-align: center;">_____ %</td> <td style="width:10%; text-align: center;">_____ %</td> <td style="width:10%; text-align: center;">100 %</td> </tr> <tr> <td>Agreement</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Delivery</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Acceptance</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>				_____ %	_____ %	_____ %	_____ %	_____ %	100 %	Agreement	_____	_____	_____	_____	_____	_____	Delivery	_____	_____	_____	_____	_____	_____	Acceptance	_____	_____	_____	_____	_____	_____
	_____ %	_____ %	_____ %	_____ %	_____ %	100 %																									
Agreement	_____	_____	_____	_____	_____	_____																									
Delivery	_____	_____	_____	_____	_____	_____																									
Acceptance	_____	_____	_____	_____	_____	_____																									
5. Construction																															
5a. Contractor _____		Phone (____) _____																													
<i>(name and address)</i>																															
5b. Superintendent _____																															
5c. Notice to Proceed _____ (date) 5d. Working days _____ (number) 5e. Actual Working days _____ (number)	5f. Change Orders: Errors/Omissions _____ % of const. cost \$ _____ Unforeseen Conditions _____ % of const. cost \$ _____ Changed Scope _____ % of const. cost \$ _____ Changes Quantities _____ % of const. cost \$ _____ Total Construction Cost \$ _____																														
6. OVERALL RATING (Please ensure Section II is completed)																															
	Excellent		Satisfactory	Poor																											
6a. Plans/Specification Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																											
Consistency with Budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																											
Responsiveness to City Staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																											
6b. Overall Rating _____																															
7. AUTHORIZING SIGNATURES																															
7a. Project Manager _____	Date _____																														
7b. Deputy Director _____	Date _____																														

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

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

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

(*Supporting documentation attached: Yes No)

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 Professional Services for the Transportation & Storm Water
 Department (Contract No. H135999)

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
Michael Schwerin		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: Michael Schwerin
 Vice President: Thomas B. Huffman
 Chief Financial Officer: Kristin L. Olszak
 Vice President: Tamara S. Ching

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:

Note: Employee Stock Ownership Plan (ESOP) owns majority interest. Thomas Huffman, Kristin Olszak, and Michael Schwerin each own in excess of 5% of shares.

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.

Michael Schwerin, CEO
Print Name, Title


Signature

November 25, 2013
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: Michael Schwerin
Company Address: 7578 El Cajon Blvd., Suite 200 La Mesa, CA 91942	Contact Phone: 619-462-1515 Contact Email: mikes@helixepi.com

CONTRACT INFORMATION

Contract Title: As-needed Environmental Services, City of San Diego Transportation & Storm Water Dept.	Start Date: Dec. 2013
Contract Number (if no number, state location): H135999	End Date: Dec. 2018

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

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

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

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

Michael Schwerin, Chief Executive Officer

Name/Title of Signatory

Signature

11/25/13
Date

FOR OFFICIAL CITY USE ONLY

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

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

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

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

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

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


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

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

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

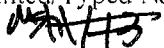
HELIX Environmental Planning, Inc.

Name of Firm


Signature of Authorized Representative

Michael Schwerin

Printed/Typed Name

 11/25/13

Date

CONSULTANT CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: As-needed Environmental Services-City of San Diego Transportation & Storm Water Department

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

HELIX Environmental Planning, Inc.

(Name under which business is conducted)

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

Signed



Printed Name

Michael Schwerin

Title

Chief Executive Officer