

ORIGINAL

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

**FOR**

**AS-NEEDED ENVIRONMENTAL SERVICES CONTRACT 9**

**CONTRACT NUMBER: H2526613-M**

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# AGREEMENT FOR CONSULTANT SERVICES

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**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 services on an as-needed basis.

**RECITALS**

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

The 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. If prevailing wage rates apply to a Task Order then said rates shall be in accordance with the provisions set forth in Section 4.20 of this Agreement. The date of the City's Request for Cost Proposal for a Task Order Letter (Proposal Letter) shall be used for the purpose of determining which published prevailing wage rate shall apply on a Task

Order. All wage rates published and all predetermined wage rate increases known at the date of the Proposal Letter shall apply for the duration of said Task Order.

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

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

**1.2 Task Administrator.** The Public Utilities Department is the task administrator for this Agreement. The Consultant shall provide the Professional Services under the direction of a designated representative of the Public Utilities 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 and completing Task Orders for no more than **sixty (60)** months following the date of its execution by the City, unless said duration is modified in writing by an amendment to this Agreement. If required, the duration of this Agreement can be extended up to a maximum of sixty (60) months. Any extension beyond sixty (60) months will require City Council approval via Ordinance.

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

**2.3 Notification of Delay.** The 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 \$4,000,000.00. 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, to 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 services firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the 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; and (b) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4 of this Agreement. However, failure to obtain City approval of the required documents prior to the Professional Services commencing shall not waive Consultant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time. 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. If Consultant maintains broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City. 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.** The Consultant shall keep in full force and effect 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 \$2,000,000 per occurrence and subject to an annual aggregate of \$4,000,000. 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 \$1,000,000 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto). If the Consultant does not possess owned automobiles then coverage for hired and non-owned automobiles shall be provided.

**4.3.1.3 Workers' Compensation and Employer's Liability.** For all of the Consultant's employees who are subject to this Agreement the Consultant shall keep in full force and effect, Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**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 \$3,000,000 per claim and \$3,000,000 annual aggregate. The Consultant shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Professional Services as described in issued Task Orders; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Professional Services as described in issued Task Orders or termination of this Agreement whichever occurs last. The Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

**4.3.1.5 Aviation Liability Insurance.** The [Consultant] shall procure and maintain at their expense or require their Subcontractor, as described below, to procure and maintain Aviation Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

**4.3.2 Deductibles.** Consultant shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**4.3.3 Acceptability of Insurers.**

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

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

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

**4.3.4.1 Commercial General Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City 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, e.g., 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 Worker's Compensation and Employer's Liability Insurance Endorsements**

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

#### **4.3.4.3 Aviation Liability Insurance Endorsements.**

**ADDITIONAL INSURED.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.

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

**4.3.5 Reservation of Rights.** The City reserves the right, from time to time, to review the Consultant's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Consultant for the cost of the additional premium for any coverage requested by the City in excess of what is 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 Notice of Changes to Insurance.** Consultant shall notify the City 30 days prior to any material change to the policies of insurance provided under this Agreement.

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

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

Subcontractor Services, and an updated Exhibit D, Attachment CC reflecting the requested change(s). The City agrees to consider such requests in good faith.

**4.4.1 Subcontractor Contract.** All contracts entered into between the Consultant and any Subcontractor shall contain the information as described in Sections 4.6, 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 seven working days from the Consultant's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Consultant and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

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

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

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

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

#### **4.5 Contract Records Reports.**

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

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

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

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

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

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

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

#### **4.6 Non-Discrimination Requirements.**

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

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

**4.6.3 Compliance Investigations.** Upon the City's request, the Consultant agrees to provide to the City, within sixty calendar days; a truthful and complete list of the names of all Subcontractors; vendors; and suppliers that the Consultant has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Consultant for each subcontract or supply contract. The Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (San Diego Municipal

Code sections 22.3501-22.3517) The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

**4.7 Drug-Free Workplace.** By signing this Agreement the Consultant agrees that it is aware of, and hereby certifies that it 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. Council Policy 100-17 is available online at <https://www.sandiego.gov/city-clerk/officialdocs>.

**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 workplace, 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 workplace; (2) the policy of maintaining a drug-free workplace; (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 workplace 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 18704 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 E].

**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 attorneys' fees and all damages sustained as a result of the violation.

**4.11 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Professional Services provided under this Agreement, upon the City's request, the 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 Consultant shall comply with City Council Policy 900-14 (Sustainable Building Policy) in the performance of the Scope of Services, including but not limited to the requirement that 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 and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. Consultant warrants and certifies that any and all plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. Consultant understands that while the City will be reviewing Consultant's designs for storm water permit compliance prior to acceptance of Consultant's designs, Consultant understands and agrees that the City's Storm Water 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 of the San Diego Municipal Code and MS4 Permit.

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

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

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

**4.19 ADA Certification.** By signing this Agreement the Consultant agrees that it is aware of, and hereby certifies that it agrees to comply with, the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference. Council Policy 100-04 is available at <https://www.sandiego.gov/city-clerk/officialdocs>.

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

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

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

**4.20.1.1** Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Consultant and its subconsultants shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**4.20.1.2** The date of the City's Request for Cost Proposal for a Task Order Letter (Proposal Letter) shall be used for the purpose of determining which published prevailing wage rate shall apply on a Task Order. All wage rates published and all predetermined wage rate increases known at the date of the Proposal Letter shall apply for the duration of said Task Order. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of that particular Task Order. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date

following the expiration date and shall apply to that particular Task Order 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 that particular Task Order, each successive predetermined wage rate shall apply to that particular Task Order 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 that particular Task Order, such wage rate shall apply to the balance of that Task Order.

**4.20.2 Penalties for Violations.** Consultant and its subconsultants shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

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

**4.20.3.1** In addition to the requirements in 4.20.3, the Consultant and its subconsultants shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

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

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

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

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

**4.20.8 Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred.

**4.20.9 Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A Consultant or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

**4.20.9.2.** By submitting a bid or proposal to the City, Consultant is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Consultant shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

**4.20.10 Stop Order.** For Consultant or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Consultant or unregistered subcontractor(s) on ALL public works until the unregistered Consultant or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

**4.20.11. List of all Subcontractors.** The Consultant shall provide a complete list of subcontractors (regardless of tier) utilized on this Agreement, along with their DIR registration numbers, if applicable, prior to any work being performed on this Agreement, and Consultant shall provide a complete list of subcontractors, regardless of tier, with each invoice. Additionally, Consultant shall provide the EOC Program Manager and Office of Labor Standards & Enforcement (OLSE) Prevailing Wage Unit with a complete list of all subcontractors utilized on this Agreement, regardless of tier, within ten working days of the completion of the Agreement, along with their DIR registration numbers, if applicable. The City shall withhold final payment to Consultant until at least thirty (30) days after this information is provided to the City.

**4.20.12 Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The

Consultant shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

**4.20.12.1 Registration.** The Consultant will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

**4.20.12.2 Certified Payroll Records.** The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Consultant will need to keep those records for at least three years following the completion of the Agreement. (Labor Code section 1771.4).

**4.20.12.3 List of all Subcontractors.** The Consultant shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor Code section 1773.3).

## **ARTICLE V RESERVED**

## **ARTICLE VI INDEMNIFICATION**

**6.1 Indemnification.** Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, 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, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the 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 design professional 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 Deliverable Materials mentioned in this article for purposes unrelated to Consultant's work on behalf of the City without prior written consent of the City.

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

**8.4 Moral Rights.** Consultant, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Consultant, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Consultant, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall

mean any and all rights of paternity or integrity in or to the Deliverable Materials and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

**8.5 Subcontracting.** In the event that Consultant utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable Materials to the City, the agreement between Consultant and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable Materials/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable Materials/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable Materials, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor Agreement for compliance with this provision.

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

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

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

## ARTICLE IX MISCELLANEOUS

**9.1 Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in

this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Public Utilities Department, c/o Tiffany Smith, 9192 Topaz Way, San Diego, CA 92123, [SmithTI@sandiego.gov](mailto:SmithTI@sandiego.gov), and notice to the Consultant shall be addressed to: Erica Harris, Principal Biologist, 7578 El Cajon Blvd., La Mesa, CA 91942, [ericah@helixepi.com](mailto:ericah@helixepi.com).

**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's organization: Karl Osmundson, Erica Harris, Stacy Nigro, Stacie Wilson, Andrea Bitterling, and Sally Trnka [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Consultant's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Consultant. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Consultant, to require any of the Consultant's employees or agents to be removed from performance of the Scope of Services.

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

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

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

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

**9.14 No Waiver.** No failure of either the City or the 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 F].

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

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

**9.22 Contractor Standards.** This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 30 adopted by Ordinance No. O-20316. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit G.

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

**9.24 Public Records.** By Signing this Agreement the Consultant agrees that it is aware that the contents of this Agreement and any documents pertaining to the performance of the Agreement requirements/Scope of Services resulting from this Agreement are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.

If the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant will hold the City harmless for release of this information.

It will be the Consultant's obligation to defend, at Consultant'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 Consultant's request. Furthermore, the Consultant 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 Consultant's request.

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


**9.25 Equal Pay Ordinance.** Unless an exception applies, Consultant shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809. Consultant shall require all of its subconsultants to certify compliance with the EPO in their written subcontracts. Consultant must post a notice informing its employees of their rights under the EPO in their workplace or job site. By signing this Agreement with the City of San Diego, Consultant acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Agreement.

**9.26 Sensitive Information.** The Design Professional agrees to comply with the City's Protection of Sensitive Data and Information requirements set forth in Administrative Regulation 90.64. The Design Professional shall certify to the City that it will comply with these requirements by submitting a Sensitive Information Authorization Acknowledgment form (Exhibit H) for City contractors and vendors.

*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 Resolution No. R-316622 authorizing such execution, and by the Consultant pursuant to HELIX Environmental Planning, Inc's signature authority document.

I HEREBY CERTIFY I can legally bind HELIX Environmental Planning, Inc's and that I have read all of this Agreement, this 14th day of November, 2025.

By   
Karl Osmundson  
Biology Division Manager

Dated this 6th day of May, 2026.

THE CITY OF SAN DIEGO  
Mayor or Designee

By   
Berric Doringo  
Deputy Director  
Purchasing and Contracting Department

I HEREBY APPROVE the form of the foregoing Agreement this 7th day of May, 2026.

HEATHER FERBERT, City Attorney

Bonny Hsu  
By Bonny Hsu (May 7, 2026 13:32:45 PDT)  
Bonny Hsu  
Deputy City Attorney

R-316622

## CONSULTANT AS-NEEDED EXHIBITS

# SCOPE OF SERVICES

## 1.0 SCOPE OF SERVICES

### 1.1 GENERAL

1.1.1 This Scope of Work is for As-Needed Environmental Services to support the City of San Diego's Public Utilities Department (PUD) with various operations and maintenance projects, Capital Improvement Program (CIP) and ancillary projects. Projects requiring support shall include, but are not limited to, environmental planning and compliance, resource protection, maintenance and repair of utilities, emergency PUD projects, pipeline projects, water and wastewater treatment facilities, pump stations, habitat mitigation projects, and land management services. The as-needed basis for these services requires individual project descriptions within each "task order", as identified and authorized by the City of San Diego (City). Work under this contract will require environmental regulatory expertise to satisfy State and Federal compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), as well as local, regional, and federal environmental compliance, and could include the following types of services (a detailed description of each of these tasks is discussed in Section 2.0):

#### 1.1.1.1 Environmental Resource Protection

#### 1.1.1.2 Preparation of preliminary environmental constraint analyses and report

#### 1.1.1.3 Environmental resource and impact evaluation

#### 1.1.1.4 Preparation of environmental and technical reports

#### 1.1.1.5 Modification of environmental and /or technical reports in compliance with environmental guidelines

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1.1.1.6 Preparation of mitigation, monitoring, and reporting programs (MMRPs)

1.1.1.7 Emergency or on-call environmental support

1.1.1.8 Construction and post-construction monitoring

1.1.1.9 Preparation of design plans and specifications

1.1.1.10 Preparation of conceptual plans and/or construction plans and specifications for habitat mitigation/revegetation projects

1.1.1.11 Habitat revegetation and restoration services

1.1.1.12 Mitigation planning and monitoring

1.1.1.13 Water quality assessments/design and monitoring/data collection

1.1.1.14 Supplemental environmental project support

1.1.1.15 Economic analysis in support of land management activities

1.1.1.16 Permitting support for local, state, and federal actions

### **1.2 OBJECTIVES**

1.2.1 PUD is seeking a multidisciplinary environmental and planning professional team to assist with proactive and reactive management of wastewater and water resource protection and planning to adapt to the Department's growing needs.

### **1.3 PROJECT TEAM MEMBERS**

1.3.1 The team required to perform the various tasks for this project shall include all trades required to satisfy CEQA/NEPA analysis and regulatory permitting requirements. The team shall include, at a minimum, the following:

## EXHIBIT A

- 1.3.1.1 A geologist and/or seismologist qualified to identify and characterize different local geological features and soil types, as well as their proximity to known faults.
- 1.3.1.2 A hydrologist or water quality expert qualified to analyze the potential impacts specific projects to local and regional water drainage, groundwater hydrology, and water quality in general.
- 1.3.1.3 A biologist qualified to perform detailed and focused plant and animal (including birds) species surveys, and local experience with native plant and animal species. An individual must be experienced in field vegetation sampling and monitoring, as well as the design of native wetland and upland habitat restoration projects. In addition, an individual must be qualified to perform surveys and delineations in compliance with local, state, and federal guidelines.
- 1.3.1.4 A biologist certified to conduct a functional assessment (e.g., California Rapid Assessment Method) that provides quantitative habitat assessment data and monitors conditions of wetlands.
- 1.3.1.5 A regulatory permitting specialist with experience completing permit application packages and successfully obtaining project-specific permits from the local, state, and federal agencies.
- 1.3.1.6 An archaeologist qualified to conduct surveys, inventories, and significance determinations for both CEQA and NEPA compliance.
- 1.3.1.7 A Native American expert qualified to conduct surveys, inventories, and significance determinations for both CEQA and NEPA compliance.
- 1.3.1.8 A paleontologist qualified to conduct surveys, inventories, and significance determinations for both CEQA and NEPA compliance.
- 1.3.1.9 A noise specialist qualified to quantify existing and predicted noise levels associated with project implementation.

## EXHIBIT A

1.3.1.10 A traffic specialist qualified to predict circulation impacts associated with specific project implementation. This could include not only quantifying the number of average daily trips related to the project, but also the impact this could have on local and regional circulation patterns in general.

1.3.1.11 An air quality and odor expert qualified to identify impacts to local and regional air quality that may be associated with project implementation.

1.3.1.12 Geographic Information System (GIS) professional/specialist qualified to perform specialized spatial analysis to produce and update detailed maps, tables, and reports that convey pertinent data clearly and accurately. Capable of producing and updating GIS data using the City's GIS standards.

1.3.1.13 A civil engineer qualified to perform grading and drainage analysis and design, perform structural analysis and design, perform road alignment analysis and road design, provide cost estimate and economic analysis, and provide consulting engineering services for sitework and other miscellaneous projects.

1.3.1.14 A landscape architect licensed and registered in the state of California qualified to prepare irrigation and planting plans for construction plans for habitat mitigation and/or restoration projects.

1.3.1.15 Restoration specialist that can perform landscaping services and native habitat restoration.

1.3.1.16 Professional auditor that can provide qualitative (accounting, financial, damages) and quantitative (expert opinion to RWQCB) analysis.

1.3.1.17 Expertise in land use, visual, socioeconomic, public health and safety, energy, greenhouse gases, recreation, and public

facilities/utilities shall be required to ensure adequate compliance with CEQA/NEPA requirements.

**1.4 SUMMARY**

1.4.1 This scope of work is for services that may be required under an As-Needed Environmental Services contract. As such, work shall be defined specifically on a project-by-project basis and may include some, many, or all the above tasks. Each Task Order will be individually defined and negotiated independently because of a specific project. While this contract requires the consultant to provide the required staff to perform the above tasks, when necessary, not all the work described may be carried out under this contract, nor within a single task order.

**2.0 TASK DELIVERABLES**

**2.1 ENVIRONMENTAL RESOURCE PROTECTION**

2.1.1 Development of integrated regional wastewater/water or resource management and plans for climate resilience, including vulnerability analysis or analysis of climate adaptation measures. These tasks may require assessment of natural resources and analysis of landscapes to develop protective measures for source water protection lands around Public Utilities reservoirs and other undeveloped land owned by the Department. Other tasks required may include land management evaluation such as assessment of natural resources such as riparian and upland habitats; groundwater basins, channelized freshwater streams, and outfalls.

2.1.2 The services may require preparing appropriate level reports for each/any task performed under this contract. These may include letter reports, resource survey reports, resource technical reports, or federal biological assessments. All reports shall be prepared to meet City, State, and Federal guidelines.

**2.2 PREPARATION OF PRELIMINARY CONSTRAINT ANALYSES AND REPORTS**

2.2.1 Preliminary constraints reports are important in the environmental analysis process. This task involves the completion of such preliminary reports to determine further required environmental actions, which could include the preparation of Negative Declarations, Mitigated Negative Declarations, Environmental Assessments, Environmental Impact Reports (EIRs), or Environmental Impact Statements (EISs). These reports would be based on the specific project description issued and shall comply with appropriate local, state, and federal environmental regulations.

**2.3 ENVIRONMENTAL RESOURCE AND IMPACT EVALUATIONS**

2.3.1 This task includes conducting environmental resource and impact evaluations on an as-needed basis for PUD projects. Types of evaluations required could encompass biological, cultural, visual, noise, traffic, geotechnical, energy, greenhouse gases, and hydrology. Evaluations could involve conducting site surveys, preparing technical/environmental reports, and completing determinations of significance in accordance with the City, CEQA, NEPA, and/or regulatory agency guidelines.

**2.4 PREPARATION OF ENVIRONMENTAL AND TECHNICAL REPORTS**

2.4.1 Preparation of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation in compliance with CEQA/NEPA guidelines. This shall include the preparation of environmental documentation, including NDs, MNDs, EAs, EIRs, and EISs for specific projects to maintain compliance with state and federal environmental regulations. More detailed background analysis may also be required through the preparation of area-specific technical reports. These would provide in-depth background information and analysis with respect to specific issue areas that could be impacted by specific projects. Such technical reports could include, but are not limited to, the preparation of Biological Reports and Assessments to identify potentially impacted plant and animal species and communities, Cultural Resources Technical Reports to comply with Section 106 of the National Historic

## EXHIBIT A

Preservation Act (NHPA), hydrology or water quality technical reports, geotechnical reports, noise analysis, and other technical studies to quantify potential impacts associated with a specific project. Information provided in these detailed technical reports would then be used for incorporation into project MNDs, EAs, EIRs, or EISs, as needed. This task shall also include modification of existing environmental and/or technical reports.

### **2.5 PREPARATION OF MITIGATION, MONITORING, AND REPORTING PROGRAMS (MMRPS)**

2.5.1 This task includes the preparation of mitigation, monitoring, and reporting requirements associated with PUD projects. The levels of detail required in the plans shall be equivalent to the requirements of the permitting agency associated with the specific project.

### **2.6 EMERGENCY OR ON-CALL ENVIRONMENTAL SUPPORT**

2.6.1 This task will require immediate on-call services to respond to Public Utilities emergencies as necessary. Project team shall be available to respond to emergency requests 24-hours per day, seven (7) days a week. Emergency response may include any of the following tasks: Field Surveys, Mapping, Wildlife Surveys, Wetland Delineations, Environmental Assessments, Construction Monitoring, Regulatory Permitting, Report Preparation, and other Environmental Support functions as necessary.

### **2.7 CONSTRUCTION AND POST CONSTRUCTION MONITORING**

2.7.1 Monitoring of construction and post construction activities is often required for PUD projects located in and/or adjacent to sensitive areas (i.e., waterways, protected habitat, threatened/endangered species, potentially erosive hillsides, and identified cultural resources/historical sites). During specified time intervals, an individual qualified in the appropriate field methods must be present at the construction site to monitor construction activities and report activities which impact, or have the potential to impact, any sensitive areas. Monitoring

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requirements include ensuring that the construction contractor does not perform work outside the pre-approved limits of construction, and that the contractor complies with the conditions of the project's environmental documents and permits. Previous experience as a monitor for public works project construction is required. Construction monitoring requires consultant staff to be on-call to provide services quickly at random intervals. Post-construction monitoring may include monitoring revegetation efforts, installation of erosion control devices, as well as monitoring water, noise, or air quality for appropriate projects, to ensure compliance with the mitigation requirements stipulated in the project's environmental documents or permits.

### **2.8 PREPARATION OF DESIGN PLANS AND SPECIFICATIONS**

2.8.1 Services under this contract may require professional engineering services to support various Public Utilities projects, including Long-Term Access (LTA) and dam maintenance projects.

2.8.2 LTA Projects involve creating and/or improving access routes to sewer infrastructure in environmentally sensitive areas. The projects are guided by the Canyon Sewer Cleaning Program and Long-Term Sewer Maintenance Program and aim to achieve a reasonable balance between avoiding and minimizing impacts to environmental resources and providing safe and suitable access to the sewer infrastructure.

2.8.3 Dam maintenance projects involve maintenance and repairs of dams, spillways, and other associated infrastructure including groins, toes, saddle dams, spillways, auxiliary spillways, training and parapet walls, outlet works, storm drain headwalls associated with the outlet works, and appurtenant structure within environmentally sensitive lands. The projects are guided by the Dam Maintenance Program which aims to provide a comprehensive approach to oversight and long-term routine maintenance of PUD's dams.

2.8.4 Design may require the consultant to use sub-consultants to prepare

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supporting documents such as hydrology reports, geotechnical reports, surveys, structural analysis, and other services as necessary.

2.8.5 Preparation of detailed design, construction drawings, and contract specifications for Public Utilities projects shall be prepared in accordance with City guidelines. Submittals at various stages for design shall be required (e.g., 30%, 60%, 90%, 100%). Review comments will be provided and shall be incorporated into the final design. The CSI/Green Book format shall be used in the preparation of contract specifications.

### 2.9 **CONCEPTUAL PLANS AND/OR CONSTRUCTION PLANS AND SPECIFICATIONS FOR HABITAT MITIGATION/REVEGETATION PROJECTS AND REVEGETATION AND RESTORATION SERVICES**

2.9.1 As a result of project biological impacts, projects may require on-site and/or off-site revegetation, restoration, enhancement, or creation.

2.9.2 Preparation of conceptual-level plans for mitigation/revegetation projects shall meet all regulatory requirements and the level of detail required in the plans shall be equivalent to the requirements of the permitting agencies for that project (e.g., U.S. Army Corps of Engineers (USACE) guidelines for mitigation plan preparation). At a minimum, all plans shall be consistent with the City Biology Guidelines.

2.9.3 Preparation of detailed design, construction drawings, and contract specifications for Public Utilities habitat mitigation projects shall be prepared in accordance with City guidelines. Submittals at various stages for design shall be required (e.g., 30%, 60%, 90%, 100%). Review comments will be provided and shall be incorporated into the final design. The Whitebook/Greenbook format shall be used in the preparation of contract specifications. Plans and specifications shall meet all regulatory requirements when necessary.

2.9.4 Revegetation or restoration services may include services necessary to implement native habitat or low water use landscaping projects. Services may include planting, seeding, weeding, watering or irrigation systems, BMPs, and other work necessary to implement and maintain

revegetation projects.

**2.10 HABITAT REVEGETATION AND RESTORATION SERVICES**

2.10.1 This task includes conceptual plans and/or construction plans and specifications for habitat mitigation/revegetation projects and revegetation and restoration services that result from biological impacts and may require on-site and/or off-site revegetation, restoration, enhancement, or creation.

2.10.2 Preparation of conceptual-level plans for mitigation/revegetation projects shall meet all regulatory requirements and the level of detail required in the plans shall be equivalent to the requirements of the permitting agencies for that project (e.g., U.S. Army Corps of Engineers (USACE) guidelines for mitigation plan preparation). At a minimum, all plans shall be consistent with the City Biology Guidelines (City of San Diego Biology Guidelines).

2.10.3 Preparation of detailed design, construction drawings, and contract specifications for Public Utilities habitat mitigation projects shall be prepared in accordance with City guidelines. Submittals at various stages for design shall be required (e.g., 30%, 60%, 90%, 100%). Review comments will be provided and shall be incorporated into the final design. The Whitebook/Greenbook format shall be used in the preparation of contract specifications. Plans and specifications shall meet all regulatory requirements when necessary.

2.10.4 Revegetation or restoration services may include services necessary to implement native habitat or low water use landscaping projects. Services may include planting, seeding, weeding, watering or irrigation systems, BMPs, and other work necessary to implement and maintain revegetation projects.

2.10.5 In addition, mitigation monitoring services would be necessary during site construction and long-term maintenance period of mitigation site development. Various monitoring requirements are typically mandated by local, state, and/or federal agencies and regulations. Monitoring and

## EXHIBIT A

support during and after construction may include monitoring of site preparation, planting and maintenance activities, inspection of site BMP's, qualitative and quantitative monitoring of site conditions and success standards, reports and written deliverables as needed to support a mitigation monitoring program. Services to capture time lapse imagery (e.g. through use of drone) to show progression of mitigation site may also be required.

### **2.11 MITIGATION PLANNING AND MONITORING**

2.11.1 Conceptual Plans and/or Construction Plans and Specifications for Habitat Mitigation/Revegetation Projects and Revegetation and Restoration Services. As a result of project biological impacts, projects may require on-site and/or off-site revegetation, restoration, enhancement, or creation.

2.11.2 Preparation of conceptual-level plans for mitigation/revegetation projects shall meet all regulatory requirements and the level of detail required in the plans shall be equivalent to the requirements of the permitting agencies for that project (e.g., U.S. Army Corps of Engineers (USACE) guidelines for mitigation plan preparation). At a minimum, all plans shall be consistent with the City Biology Guidelines.

2.11.3 Preparation of detailed design, construction drawings, and contract specifications for Public Utilities habitat mitigation projects shall be prepared in accordance with City guidelines. Submittals at various stages for design shall be required (e.g., 30%, 60%, 90%, 100%). Review comments will be provided and shall be incorporated into the final design. The CSI/Green Book format shall be used in the preparation of contract specifications. Plans and specifications shall meet all regulatory requirements when necessary.

2.11.4 Revegetation or restoration services may include services necessary to implement native habitat or low water use landscaping projects. Services may include planting, seeding, weeding, watering or irrigation systems, BMPs, and other work necessary to implement and maintain revegetation projects.

## EXHIBIT A

2.11.5 Typical mitigation monitoring includes support during site construction and during the long-term maintenance period. Various monitoring requirements are typically mandated by local, state, and/or federal agencies and regulations. Monitoring and support during and after construction may include monitoring of site preparation, planting and maintenance activities, inspection of site BMP's, qualitative and quantitative monitoring of site conditions and success standards, reports and written deliverables as needed to support a mitigation monitoring program. Services to capture time lapse imagery (e.g. through use of drone) to show progression of mitigation site may also be required.

### 2.12 WATER QUALITY ASSESSMENTS/DESIGN AND MONITORING/DATA COLLECTION

2.12.1.1 Potential tasks include assessment of water or sediment quality, food web analysis, and biological indicators of water quality in the Department's source water reservoirs, groundwater basins, and watersheds. Potential assessments include reservoir nutrient analyses, nutrient flux from reservoir sediments, biological baselines, dissolved oxygen, seasonal dynamics in eutrophication, harmful algal blooms, sediment nutrients and oxygen demand, methylmercury production, bioaccumulation of methylmercury in food webs (analysis requires standard USEPA methods EPA 7473, 1630 and 1631E), contaminants analysis, hydrologic modeling or other hydrologic analysis; and preparing feasibility designs and monitoring plans for oxygenation systems, natural treatment wetlands or other nutrient removal or treatment systems, circulations systems, and other in-reservoir or watershed remediation methods.

2.12.1.2 This task also includes monitoring and the collection of data to assist with water quality associated within a specified watershed and/or reservoir. Data to be collected includes, but not limited to, water flow rates, observations of hydrology and habitat changes, and presence/absence of special status species.

**2.13 SUPPLEMENTAL ENVIRONMENTAL PROJECT (SEP)**

2.13.1 PUD typically implements a SEP in lieu of fines issued by the Regional Water Quality Control Board (RWQCB). SEP support may include preparation of alternative analysis study, technical studies to supplement CEQA/NEPA, native habitat restoration, and other services including audit reporting. Based on dollar amount, and RWQCB acceptance, a third-party financial audit would be required to be completed and submitted within 3 (three) months of the SEP completion date.

**2.14 ECONOMIC ANALYSIS IN SUPPORT OF LAND MANAGEMENT ACTIVITIES**

2.14.1 This task may include calculating long term cost estimates associated to maintaining restoration sites and site-specific land management in perpetuity, as well as financial guidance for establishing mitigation banks. Task may also include cost benefit analysis, carbon storage and carbon credit calculations in support of the City's Climate Action Plan, and rate analysis.

**2.15 PERMITTING SUPPORT FOR LOCAL, STATE, AND FEDERAL ACTIONS**

2.15.1 This task involves the completion of all steps necessary to support or obtain regulatory permits for PUD projects. The task includes the preparation of necessary permit application packages and any required meetings with the agencies to obtain the permits. Such agencies could include, but are not limited to, the following:

- 2.15.1.1 Army Corps of Engineers (USACE)
- 2.15.1.2 United States Fish and Wildlife Service (USEPA)
- 2.15.1.3 California Department of Fish and Wildlife (CDFW)
- 2.15.1.4 California Coastal Commission (CCC)
- 2.15.1.5 City of San Diego Developmental Services (DSD)
- 2.15.1.6 Regional Water Quality Control Board (RWQCB)

## EXHIBIT A

2.15.2 The permit process shall be completed in close coordination with PUD Environmental Section staff. In addition, analysis of such permitting requirements must be incorporated into environmental documents prepared for the project, when necessary.

### 2.16 MEETINGS

2.16.1 Various meetings will be required throughout this contract. Meeting types could include, but are not limited to:

2.16.1.1 Project kick-off meeting with PUD staff.

2.16.1.2 Progress meetings with City staff.

2.16.1.3 Meetings with Local community groups.

2.16.1.4 Meetings with local or federal agencies (e.g., Navy, Marines, local jurisdictions).

2.16.1.5 Pre-bid meetings with potential bidders.

2.16.1.6 Preconstruction meetings with PUD staff, Construction Contractors, and Regulatory Agency staff.

2.16.1.7 Meetings with Regulatory Agency staff during permit application and processing (this could include field meetings).

2.16.1.8 Progress meetings with Construction Management staff and Construction Contractors during construction monitoring.

2.16.1.9 Post-construction monitoring updates.

END OF EXHIBIT A

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

<b>Consultant:</b>	(Name of Consultant) (Address) (Consultant Project Manager) (Email Address)		
<b>Agreement:</b>	(Full Official Title of the Agreement and Contract Number)		
<b>Task Order No.:</b>		<b>Modification No.:</b>	<b>Date:</b>
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.			
<b>Part A</b>	<b>Scope of Services</b>		
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.		
<b>Ref:</b>  <b>Task Title:</b>  <b>Scope of Work:</b>   If there are technical questions please contact _____, Project Manager at (XXX) XXX-XXXX. For contractual matters please contact _____, Senior Contract Specialist at (XXX) XXX-XXXX			
	<b>Fund:</b>	<b>GL:</b>	<b>CC:</b>
<b>Part B</b>	<b>Task Order Compensation</b>		
	City shall pay Consultant for the Professional Services required by this Task Order in accordance with Article III of the Agreement.  <b>The Not-to-Exceed (NTE) cost for the Scope of Services for this Task Order is</b> \$ _____ [NEW Task Order] OR <b>The City hereby authorizes an increase of \$ _____, thus raising the</b>		

**EXHIBIT B**

Task Order No. \_\_\_ Not-to-Exceed (NTE) amount from \$ \_\_\_\_\_ to \$ \_\_\_\_\_. [MODIFICATION to an existing Task Order]

**Part C Personnel Commitment**

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

1.2 **Subcontractor Participation.** The city has incorporated mandatory SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. The mandatory subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages or meet the Good Faith Effort documentation.

- 1. SLBE participation \_\_\_\_\_ %
- 2. ELBE participation \_\_\_\_\_ %
- 3. Total mandatory participation \_\_\_\_\_ % \*

\* If SLBE/ELBE Goals are 0%, the following voluntary subcontractor participation percentage of 20% for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this task, per San Diego Municipal Code Section 22.3617(a).

**Part D Time Sequence**

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

**Signature Approvals**

<b>City of San Diego</b> <b>Public Utilities Department</b>  Budget Analyst: Recommended for Approval:	Approved By:	Date:
	Printed Name & Title	
	Signature	
<b>Consultant:</b>  I hereby acknowledge receipt and acceptance of this Task Order:	Approved By:	Date:
	Printed Name & Title	
	Signature	
<b>City of San Diego</b> <b>Public Utilities Department:</b>	Approved By:	Date:
	Printed Name & Title	
	Signature	

cc: Name, Positional Title, Purchasing and Contracting  
 Name, Positional Title, Public Utilities Department  
 Name, Senior Contract Specialist, Public Utilities Department

## COMPENSATION AND FEE SCHEDULE

<b>HCLIX Environmental Planning, Inc.</b>	
<b>Job Classification</b>	<b>Billing Rate</b>
Principal	\$310.00
Senior Project Manager	\$243.00
Project Manager II	\$192.00
Project Manager I	\$164.00
Assistant Project Manager	\$145.00
Operations Manager	\$130.00
<b><u>Biology/Regulatory</u></b>	
Principal Biologist	\$262.00
Sr. Biologist II	\$204.00
Sr. Biologist I	\$184.00
Associate Biologist	\$159.00
Biologist	\$136.00
Assistant Biologist	\$115.00
Principal Regulatory Specialist	\$259.00
Sr. Regulatory Specialist	\$202.00
Regulatory Specialist	\$156.00
<b><u>Archaeology/Historical</u></b>	
Principal Cultural Resources Specialist	\$230.00
Archaeology Field Director	\$140.00
Sr. Archaeologist II	\$178.00
Sr. Archaeologist I	\$152.00
Associate Archaeologist	\$135.00
Archaeologist	\$115.00
Principal Architectural Historian	\$220.00
Sr. Architectural Historian	\$182.00
Architectural Historian	\$145.00
<b><u>Air Quality, Noise, and CEQA/NEPA</u></b>	
Principal Environmental Planner	\$260.00
Sr. Environmental Planner II	\$218.00
Sr. Environmental Planner I	\$187.00
Environmental Planner	\$155.00
Principal Air Quality/Noise Specialist	\$229.00
Sr. Air Quality/Noise Specialist	\$196.00
Air Quality/Noise Specialist	\$154.00
<b><u>Landscape Architecture</u></b>	
Principal Landscape Architect	\$208.00
Sr. Landscape Architect	\$171.00
Landscape Architect	\$134.00

EXHIBIT C

Landscape Planner	\$110.00
<b>HEBLIX Environmental Planning, Inc. (cont.)</b>	
<b>Habitat Restoration</b>	
Director of Restoration Operations	\$206.00
Senior Restoration/Erosion Control Supervisor	\$167.00
Restoration/Erosion Control Supervisor II	\$159.00
Restoration/Erosion Control Supervisor I	\$122.00
Assistant Restoration Supervisor	\$100.00
Restoration Maintenance Lead	\$83.00
Restoration Maintenance Technician III	\$73.00
Restoration Maintenance Technician II	\$70.00
Restoration Maintenance Technician I	\$55.00
Nursery Manager	\$85.00
Nursery Technician	\$60.00
Landscape Operation Engineer	\$155.00
Landscape Laborer/Erosion Control Laborer	\$135.00
Landscape Laborer/Erosion Control Tenderer	\$80.00
Laborer/Erosion Control, Engineering Construction Group 5	\$140.00
Qualified SWPPP Practitioner	\$171.00
<b>Support Staff</b>	
Principal GIS Specialist	\$203.00
Sr. GIS Specialist	\$178.00
GIS Specialist II	\$149.00
GIS Specialist I	\$124.00
UAV Pilot	\$135.00
Graphics	\$130.00
Technical Editor	\$120.00
Word Processing/Clerical	\$100.00

## Subconsultants

Allied Geotechnical Engineers, Inc.	
Job Classification	Billing Rate
Principal	\$198.00
Project Manager	\$170.00
Senior Engineer	\$167.00
Senior Geologist	\$167.00
Project Engineer	\$142.00
Project Geologist	\$142.00
Staff Engineer	\$108.00
Staff Geologist	\$108.00
Field Inspector	\$139.00
Laboratory Technician	\$108.00
Draftperson/Technical Illustrator	\$82.00
Clerical/Word Processing	\$72.00
Laboratory Soil Testing*	By Unit Price
<i>*Rates for Laboratory Soil Testing Below Will Be At The Minimum Required By AGE With No Mark-Up, Subject To Annual Contract Rate Increase Schedule.</i>	
<b>CLASSIFICATION OF SOILS</b>	
Unified Classification	\$135.00
Visual Classification	\$45.00
<b>PLASTICITY TESTS AND EXPANSION POTENTIAL</b>	
Plasticity Index (including LL and PL)	\$110.00
Expansion Index	\$155.00
<b>DRY DENSITY AND MOISTURE CONTENT</b>	
Ring or Core Samples	\$45.00
Waxed Chunk Sample	\$50.00
Moisture Content Only	\$25.00
Consolidation Test - Standard test suite including sample preparation and setup	\$95/Pt
Time - Rate Consolidation	\$105/Pt
<b>MAXIMUM DENSITY AND OPTIMUM MOISTURE CONTENT</b>	
D1557 (4-inch mold)	\$155.00
D1557 (6-inch mold)	\$180.00
Single Point	\$70.00
Maximum Index Density	\$155.00
Minimum Index Density	\$155.00
<b>GRAIN SIZE DISTRIBUTION</b>	
Fraction Between #4 and #200 Screen (wet)	\$98.00
Mechanical and Hydrometer Analysis (#4 to finer than #200)	\$175.00
Sieve Analysis of Aggregates	\$190.00
Bulk Gradation	\$3,700.00
Direct Shear Test	\$135/Pt
Triaxial Shear Test	Quotation

EXHIBIT C

Residual Shear	Quotation
Unconfined Compression	\$260.00
<b>Allied Geotechnical Engineers, Inc. (cont.)</b>	
Brazilian Tensile Strength	\$120.00
Petrography Analysis	\$324.00
Cerchar Abrasivity	\$140.00
<b>SOIL-ROAD MATERIALS</b>	
California Bearing Ratio (Static Method)	Quotation
California Bearing Ratio (Corps of Engineering Method)	Quotation
Resistance Value ("R" Value)	\$380.00
Sand Equivalent Value	\$96.00
Specific Gravity of Soil	\$90.00
pH and Resistivity, Soluble Sulfate & Chloride	\$185.00
GENERAL NOTES:	
<ol style="list-style-type: none"> <li>Unit prices for standard laboratory tests are for laboratory work only and do not include technical oversight of the testing program, plotting of test data, and interpretation of test results. Charges for these services will be at the hourly rates for the classification of labor involved. Furthermore, for some tests, additional charges may be incurred for sample handling, preparation, and remolding, etc.</li> <li>All samples will be disposed of three (3) weeks after completion of testing unless prior arrangements have been made and agreed upon. Upon request, samples can be delivered to the Client at an additional cost or, at the Client's request, long-term storage can be provided at a pre-paid storage fee.</li> </ol>	

<b>Baranek Consulting Group, Inc.</b>	
<b>Job Classification</b>	<b>Billing Rate</b>
Principal	\$225.00
Senior Project Manager	\$190.00
Project Manager	\$180.00
Senior Environmental Planner	\$175.00
Environmental Planner III	\$150.00
Environmental Planner II	\$130.00
Environmental Planner I	\$110.00
GIS Specialist	\$105.00
Word Processor	\$80.00

<b>Busby Biological Services</b>	
<b>Job Classification</b>	<b>Billing Rate</b>
Principal Biologist	\$150.00
Project Manager	\$150.00
Task Lead	\$140.00
Permitted Biologist	\$140.00
Senior Biologist	\$135.00
Biologist	\$130.00
Junior Biologist	\$120.00
GIS Analyst	\$125.00
Clerical	\$90.00

EXHIBIT C

<b>HDR Engineering, Inc.</b>	
<b>Job Classification</b>	<b>Billing Rate</b>
Project Principal/Senior Project Manager	\$336.00
Project Manager/Task Manager	\$303.00
Senior Professional	\$279.00
Project Professional	\$269.00
Senior Engineer	\$238.00
Associate Engineer	\$209.00
Assistant Engineer	\$199.00
Junior Engineer	\$135.00
Engineering Technician	\$124.00
Environmental Project Manager	\$189.00
Environmental Planner 2	\$176.00
Environmental Planner 1	\$134.00
Senior Biologist	\$221.00
Biologist	\$163.00
Senior Archaeologist	\$170.00
Archaeologist	\$129.00
Botanist	\$156.00
Senior Designer / Senior GIS Analyst	\$189.00
Associate Designer / GIS Analyst	\$153.00
Designer / GIS Technician	\$144.00
Technical Writer / Editor	\$157.00
Project Administrator	\$158.00
Administrative Associate	\$100.00

<b>Hoch Consulting</b>	
<b>Job Classification</b>	<b>Billing Rate</b>
President	\$261.00
Director of Engineering	\$252.00
Principal Engineer	\$247.00
Senior Project Engineer	\$226.00
Project Engineer	\$205.00
Associate Engineer	\$187.00
Staff Engineer	\$150.00
Senior Project Designer	\$218.00
Project Designer	\$184.00
Drafter/Staff Designer	\$162.50
Director of Water Resources	\$261.00
Principal Water Resource Specialist	\$255.00
Senior Water Resource Specialist	\$215.00
Water Resource Specialist	\$185.00

EXHIBIT C

Associate Water Resource Specialist	\$164.00
Staff Water Resource Specialist	\$141.00

<b>Hydrosprout</b>	
<b>Job Classification</b>	<b>Billing Rate</b>
Equipment Hydroseeder	\$250.00
Laborer Hydroseeder Driver/Foreman	\$145.00
Laborer	\$115.00
Forklift	\$400/day
Pick-up Truck	\$185/hr

<b>IS Architecture</b>	
<b>Job Classification</b>	<b>Billing Rate</b>
Principal	\$255.00
Project Manager	\$215.00
Historic Preservation Specialist/Associate Project Manager II	\$202.00
Historic Preservation Specialist/Associate Project Manager I	\$197.00
Historic Preservation Specialist/Associate Designer III	\$187.00
Historic Preservation Specialist/Associate Designer II	\$177.00
Historic Preservation Specialist/Associate Designer I	\$167.00
Associate Designer III	\$167.00
Associate Designer II	\$157.00
Associate Designer I	\$147.00
Administrative	\$95.00

<b>Misschief Cultural Monitoring, Inc.</b>	
<b>Job Classification</b>	<b>Billing Rate</b>
Project Manager	\$135.00
Native Monitor	\$75.00

<b>PanGIS, Inc.</b>	
<b>Job Classification</b>	<b>Billing Rate</b>
Principal Investigator Cultural Resources	\$128.75
Senior Archaeologist	\$111.24
Architectural Historian	\$117.42
Senior Historian	\$117.42
Archaeologist	\$79.31
GIS Manager	\$106.09
GIS Specialist	\$89.61

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<b>Red Tail Environmental</b>	
<b>Job Classification</b>	<b>Billing Rate</b>
Archaeological Principal Investigator	\$135.00
Project Manager	\$135.00
Senior Archaeologist	\$90.00
Associate Archaeologist	\$75.00
Native American Monitoring Project Manager	\$135.00
Native American Monitor	\$75.00
GIS Manager	\$100.00

<b>Rocks Biological Consulting</b>	
<b>Job Classification</b>	<b>Billing Rate</b>
Principal Biologist	\$207.00
Project Manager	\$175.00
Senior Biologist	\$150.00
Associate Biologist	\$135.00
Staff Biologist	\$125.00
Principal/Lead Regulatory Specialist	\$210.00
Senior Regulatory Specialist II	\$194.00
Senior Regulatory Specialist I	\$179.00
Associate Regulatory Specialist II	\$155.00
Associate Regulatory Specialist I	\$140.00
Staff Regulatory Specialist	\$119.00
Senior GIS Specialist	\$166.00
GIS Specialist	\$129.00
Technical Editor	\$102.00
Publications Specialist/Administrative Assistant	\$93.00

<b>San Diego Natural History Museum</b>	
<b>Job Classification</b>	<b>Billing Rate</b>
Principal Paleontologist	\$200.00
Senior Paleontologist	\$120.00
Field Supervisor	\$120.00
Paleontological Report Writer	\$100.00
Field Paleontologist	\$95.00
Staff Paleontologist	\$85.00
Administrative Assistant	\$75.00

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<b>Schmidt Design Group</b>	
<b>Job Classification</b>	<b>Billing Rate</b>
Principal Landscape Architect/President	\$281.00
Principal Landscape Architect/Partner	\$246.00
Principal Studio Director	\$196.00
Associate Landscape Architect	\$172.00
Senior Project Manager/Licensed Landscape Architect/Certified Arborist	\$152.00
Project Manager	\$138.00
Senior Landscape Designer	\$123.00
Landscape Designer	\$108.00
Clerical/Typist	\$83.00

<b>STC Traffic, Inc</b>	
<b>Job Classification</b>	<b>Billing Rate</b>
Principal Manager	\$279.00
Project Manager	\$247.00
Principal Engineer	\$230.00
Project Engineer	\$181.00
Principal Planner	\$250.00
Project Planner	\$163.00
Principal Systems Engineer	\$270.00
Systems Engineer / Technical Specialist IV	\$209.00
Systems Engineer / Technical Specialist III	\$188.00
Systems Engineer / Technical Specialist II	\$160.00
Systems Engineer / Technical Specialist I	\$140.00
Construction Engineer/Inspector IV	\$210.00
Construction Engineer/Inspector III	\$190.00
Construction Engineer/Inspector II	\$170.00
Construction Engineer/Inspector I	\$150.00
Associated Drafter	\$157.00

<b>Tory R. Walker Engineering</b>	
<b>Job Classification</b>	<b>Billing Rate</b>
Principal	\$275.00
Senior Project Manager	\$245.00
Project Manager	\$235.00
Senior Engineer	\$215.00
Associate Engineer	\$190.00
CADD/GIS	\$145.00
Administrative	\$100.00

## EXHIBIT C

### **NOTE:**

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

END OF EXHIBIT C

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

**CONSULTANT REQUIREMENTS**

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

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

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

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

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

Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal

opportunity for Subcontractors to participate in opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, débarment, or other sanctions.

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

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

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

IV. **Small and Local Business Program Requirements.** The City has adopted a Small and Local Business Enterprise (SLBE) program for consultant contracts. SLBE program requirements for consultant contracts are set forth in San Diego Municipal Code Division 36.

A. **SLBE and ELBE Participation for Contracts Valued Over \$500,000.**

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
2. Proposers are required to meet the mandatory subcontracting participation percentages identified in the Task Order or meet Good Faith Effort (GFE) submittal requirements. GFE submittal requirements can be found here:

<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegeinst.pdf>.

**EXHIBIT D**

- a) Failure to meet the mandatory goal or GFE submittal requirements may render Task Order to be rejected as non-responsive and ineligible for further consideration.
  3. The current list of certified SLBE-ELBE firms can be found here:  
<http://www.sandiego.gov/eoc/programs/slbe.shtml>
- B. Subcontractor Participation.**
1. For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE-ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
    - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Proposal due date.
    - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
- C. Subcontractor Participation List.** The Subcontractor Participation List (Attachment CC) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.
- D. List of Work Made Available.** The Proposer shall take the steps listed in the Good Faith Effort (GFE) submittal requirements to assure that SLBE-ELBEs are used whenever possible. In addition to the specified GFE documentation, the Proposer shall submit List of Work Made Available (Attachment DD Form AA60).

**V. Maintaining Participation Levels.**

- A. Consultants are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the consultant contract.
- B. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount or additional points were awarded. The City must approve in writing the reduction in SLBE or ELBE participation levels.
- C. The Consultant shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment.
- D. Consultant's failure to maintain SLBE or ELBE participation levels as specified in the consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under San Diego Municipal Code Division 36 are cumulative to all other rights and remedies available to the City.

## VI. Subcontracting Efforts Review and Evaluation.

1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal "Six Good Faith Efforts" model.
2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City's consultant procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
  - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
  - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Proposal due date.
  - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
  - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
  - e) Use the services and assistance of the City's EOC Office and the SLBE-ELBE Directory.
  - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

## VII. Definitions.

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

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

**Good Faith Efforts (GFE):** documentation of the Proposer's intent to comply with SLBE Program goals and procedures included in the City's SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City's EOCP website or the Contract Specialist.

**Independently Owned, Managed, and Operated Ownership** of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-

**EXHIBIT D**

changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

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

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

**VIII. Certifications.**

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

Current certification by the State of California Department of Transportation (CALTRANS) as DBE, WBE or MBE.

Current certification by the California Unified Certification Program as DBE, WBE or MBE.

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

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

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

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

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

**IX. List of Attachments.**

- AA. Disclosure of Discrimination Complaints**
- BB. Work Force Report**
- CC. Subcontractors List**
- DD. List of Work Made Available Form AA60**

**DISCLOSURE OF DISCRIMINATION COMPLAINTS**

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

CHECK ONE BOX ONLY.

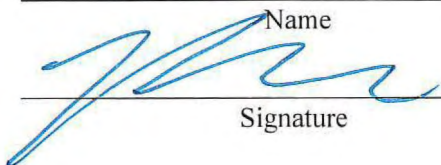
- The undersigned certifies that within the past 10 years the Design Professional has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned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

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

Design Professional Name HELIX Environmental Planning, Inc.

Certified By Karl Osmundson

Title Biology Division Manager

  
 Name  
 Signature

Date November 14, 2025

**USE ADDITIONAL FORMS AS NECESSARY**



**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101  
 Phone: (619) 236-6000 • Fax: (619) 236-5904

**WORK FORCE REPORT**

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

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

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

Name of Company: HELIX Environmental Planning, Inc.

ADA/DBA: N/A

Address (Corporate Headquarters, where applicable): 7578 El Cajon Boulevard

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

Telephone Number: 619.462.1515 Fax Number: 619.462.0552

Name of Company CEO: Shelby Howard

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

Address: 701 Palomar Airport Road, Suite 120

City: Carlsbad County: San Diego State: \_\_\_\_\_ Zip: 92011

Telephone Number: 760.517.9060 Fax Number: 619.462.0552 Email: ShelbyH@helixepi.com

Type of Business: Environmental Consulting Type of License: Business

The Company has appointed: Shanna Brown, Director of Human Resources

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 7578 El Cajon Boulevard La Mesa, CA 91942

Telephone Number: 619.462.1515 Fax Number: 619.462.0552 Email: ShannaB@helixepi.com

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

Check the box above that applies to this WFR.

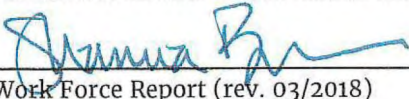
\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

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

(Firm Name)

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

herein is true and correct. This document was executed on this November day of 13, 2025

  
 \_\_\_\_\_

Shanna Brown, Director of Human Resources

(Authorized Signature)

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: HELIX Environmental Planning Inc.

DATE: November 13, 2025

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

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 or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	2	2	2	1						8	18	2	
Professional			9	7	1	1		1			24	38	8	6
A&E, Science, Computer			2								2	7	1	
Technical											3	2	1	
Sales														
Administrative Support		1		2								3		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*	1		20	1					2		3	1		

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

Totals Each Column	2	3	33	12	2	1	0	1	2	0	40	69	12	6
--------------------	---	---	----	----	---	---	---	---	---	---	----	----	----	---

Grand Total All Employees	183
---------------------------	-----

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

Disabled		1	3								1	7	1	
----------	--	---	---	--	--	--	--	--	--	--	---	---	---	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

## Work Force Report

### HISTORY

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

### WORK FORCE & BRANCH WORK FORCE REPORTS

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

### MANAGING OFFICE WORK FORCE

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

### TYPES OF WORK FORCE REPORTS:

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

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

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

### RACE/ETHNICITY CATEGORIES

**American Indian or Alaska Native** – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

**Asian** – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

**Native Hawaiian or Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White** – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

**Exhibit A: Work Force Report Job categories-Administration**

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

**Management & Financial**

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

**Professional**

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

**Architecture & Engineering, Science, Computer**

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

**Technical**

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

**Sales**

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

**Administrative Support**

Financial Clerks  
Information and Record Clerks

**Legal Support Workers**

Material Recording, Scheduling, Dispatching,  
and Distributing Workers  
Other Education, Training, and Library  
Occupations  
Other Office and Administrative Support  
Workers  
Secretaries and Administrative Assistants  
Supervisors, Office and Administrative Support  
Workers

**Services**

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

**Crafts**

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

Supervisors; Construction and Extraction  
Workers  
Vehicle and Mobile Equipment Mechanics,  
Installers, and Repairers  
Woodworkers

**Operative Workers**

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

**Transportation**

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

**Laborers**

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

## SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca Street, Suite 102 Santee, CA 92071-2685	Geotechnical/ Geology	TBD	SLBE MBE DBE	CITY: 11AG0136 CPUC: 13020034 CUCP: 8920; LÁ Metro: 643
Baranek Consulting Group, Inc. 9984 Scripps Ranch Blvd., Suite 138 San Diego, CA 92131	CEQA/NEPA Documentation	TBD	ELBE	CITY: 14BC1039
Busby Biological Services, Inc. 4629 Cass Street, Suite 192 San Diego, CA 92109	Biological Resources	TBD	ELBE WBE	CITY: 11BB0504 CPUC: 13010088
HDR Engineering, Inc. 591 Camino De La Reina, Suite 300 San Diego, CA 92108	Civil Engineering, Water Quality Assessments/Design and Monitoring/Data Collection, Economic Analysis in Support of Land Management Activities, Audits	TBD	OBE	N/A
Hoch Consulting 804 Pier View Way, Suite 100 Oceanside, CA 92054	Civil Engineering, Water Quality, Stormwater	TBD	SLBE	CITY: 14HC0998
Hydrospout, Inc. 460 Corporate Drive, Suite A Escondido, Ca 92029	Hydroseeding	TBD	MBE WBE SMBE/SWBE	CPUC: 9FN00115 CPUC: 9FN00115 CA DOT: 8771
DBA IS Architecture Stiegler Architects, PC 5645 La Jolla Blvd. La Jolla, CA 92037	Architectural History, Historical Preservation	TBD	SLBE WBE	CITY: 17SA1661 (SLBE Renewal in Progress) CPUC: 16000302
Misschief Cultural Monitoring, Inc. P.O. Box 111 Santa Ysabel, CA 92070	Native American Monitoring	TBD	OBE	N/A
PanGIS, Inc. 6353 El Camino Real, Suite B Carlsbad, CA 92009	Cultural Resources, Architectural History, GIS	TBD	ELBE WBE DBE SWBE	CITY: 14PG1348 CPUC: 7HN00032 CUCP: 30382 CA DOT: 30382

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
<b>DBA Red Tail Environmental</b> Red Tail Monitoring & Research, Inc. 25 Epie Hill Road Santa Ysabel, CA, 92070	Native American Monitoring, Archaeology	TBD	ELBE MBE DBE	CITY: 14RT1235 (SLBE Renewal in Progress) CPUC: 15060291 CUCP: 44206
<b>Rocks Biological Consulting</b> 4312 Rialto Street San Diego, CA 92107	Biological Services, Regulatory Permitting, Monitoring	TBD	SLBE WBE	CITY: 11RB0323 CPUC: 13040190
<b>DBA San Diego Natural History Museum</b> San Diego Society of Natural History 1788 El Prado San Diego, CA 92101	Paleontological Resources	TBD	OBE	N/A
<b>Schmidt Design Group</b> 1310 Rosecrans Street, Suite G San Diego, CA 92106	Landscape Architecture	TBD	OBE	N/A
<b>STC Traffic, Inc.</b> 5973 Avenida Encinas, Suite 218 Carlsbad, CA 92008	Transportation Planning & Traffic Engineering Design	TBD	SLBE	CITY: 13ST0960 (SLBE Renewal in Progress)
<b>Tory R. Walker Engineering, Inc.</b> 122 Civic Center Drive, Suite 206 Vista, CA 92084	Hydrology & Hydraulics Water Quality Habitat Restoration	TBD	SLBE	CITY: 13TR0943

## List of Abbreviations:

**Small Local Business Enterprise**  
**Emerging Local Business Enterprise**  
 Certified Minority Business Enterprise  
 Certified Woman Business Enterprise  
 Certified Disadvantaged Business Enterprise  
 Certified Disabled Veteran Business Enterprise  
 Other Business Enterprise

**SLBE**  
**ELBE**  
**MBE\***  
**WBE\***  
**DBE\***  
**DVBE\***  
**OBE\***

\* Listed for informational purposes only.

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

## LIST OF WORK MADE AVAILABLE

List items of the Work the Bidder made available to SLBE-ELBE firms. Identify those items of the Work the Bidder might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate SLBE-ELBE participation. For each item listed, show the dollar amount and percentage of the Base Bid. The Bidder must demonstrate that enough work to meet the goal was made available to SLBE-ELBE firms.

ITEM OF WORK MADE AVAILABLE	NAICS CODE	BIDDER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT	PERCENTAGE OF BASE BID
Geotechnical/Geology	541690 541380 541330	N	N	TBD	1
CEQA/NEPA Documentation	541620 541690	Y	Y	TBD	2
Biological Services, Regulatory Permitting, Monitoring	813312 541620	Y	Y	TBD	8
Civil Engineering, Water Quality Assessments/Design and Monitoring/Data Collection, Economic Analysis in Support of Land Management Activities, Audits, Stormwater, Hydrology & Hydraulics, Water Quality	541330 541620 541690 541380 924110	N	N	TBD	4
Hydroseeding	561730	N	N	TBD	1
Architectural History, Historical Preservation	541620 541690 541310	Y	Y	TBD	1
Native American Monitoring	541620 541690	N	N	TBD	5
Cultural Resources, Archaeology	541620 541690	Y	Y	TBD	2
Paleontological Resources	541620 541690	Y	Y	TBD	3
Landscape Architecture	541320	Y	Y	TBD	1
Transportation Planning & Traffic Engineering Design	541330 541690	N	N	TBD	1
Habitat Restoration	541620 561730	Y	Y	TBD	2

**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.

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: Public Utilities Department
2. Name of Specific Consultant & Company: Helix Environmental Planning, Inc.
3. Address, City, State, ZIP: 7578 El Cajon Blvd., La Mesa, CA 91942
4. Project Title (as shown on 1472, "Request for Council Action"): As-Needed Environmental Services Agreements 7, 8 & 9 (H2526611-M, H2526612-M, & H2526613-M)
5. Consultant Duties for Project: Professional environmental consultant services for PUD projects including technical review and studies, CEQA/NEPA, biological and cultural support, permitting, construction monitoring, mitigation, restoration, and other environmental support services.

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 -

[x] 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.]

[x] 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.]

Four horizontal lines for listing specific economic interests.

By: [Signature] Deputy Director
[Name/Title]\*

9-4-2025
[Date]

## EXHIBIT E

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 CONSULTANT PERFORMANCE EVALUATION**

The purpose of this form is to evaluate the consultant's performance and will be retained by Public Works Contracts for five years to provide historical data to City staff when selecting consultants.

**Section I PROJECT INFORMATION**

1. PROJECT DATA		2. CONSULTANT DATA	
1a. Project (title, location):		2a. Name, address, phone & email of Consultant:	
1b. Brief Description:		2b. Consultant's Project Manager:	
1c. Contract Amount: \$ WBS/IO:		Phone: (      )	Email:
3. CITY DEPARTMENT RESPONSIBLE			
3a. Department (include Division):		3b. Project Manager (name, address, phone & email address):	
Deputy Director:		Phone: (      )	Email:

**Section II SPECIFIC RATINGS**

PERFORMANCE EVALUATION	EXCELLENT	SATISFACTORY	UN-SATISFACTORY	N/A
	<b>1. Quality of Report, Study, Plans, Specifications, etc. [Deliverables] of Scope as noted:</b>			
• Deliverables submitted were complete in all respects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• All comments and review requests were adequately incorporated into Deliverables.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Deliverables were properly formatted and well-coordinated.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Writing style/presentation and terminology was clear and straightforward with adequate backup provided.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2. Ability to adhere to contract schedule, budget, and overall timely responses as noted:</b>				
• Deliverables prepared in accordance with the agreed upon schedule(s).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Consultant alerted the City to possible schedule problems well in advance of delays.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Consultant suggested solutions there were cost effective, appropriate and were provided in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provided responses to RFI's/emails/request for proposals, etc. in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>3. Ability to manage project team, Subconsultants, and coordinate with City staff as noted:</b>				
• The Consultant was reasonable and fair during negotiations of the Agreement and/or on Task Orders.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant followed direction and chain of responsibility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant reviewed and analyzed Subconsultant Deliverables and oversaw their work in an appropriate manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provided adequate support/attendance during meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II

SPECIFIC RATINGS Continued

PERFORMANCE EVALUATION	EXCELLENT	SATISFACTORY	UN-SATISFACTORY	N/A
	<b>4. Ability to manage responsibilities in the regulatory/approval process as noted:</b>			
• The Consultant researched and adhered to the necessary Federal/State/City code/regulations & requirements needed for the Deliverable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant advise the City the necessary regulatory restrictions that needed to be adhered to.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>5. Quality of Construction/Design Support as noted:</b>				
• The drawings/plans reflected existing conditions accurately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provided direction/support to the Resident Engineer and work cooperatively with them.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provide adequate support for As-Built drawings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Change orders due to design deficiencies were kept to a minimum.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes  No )

Section IV

FINAL RATING

4. OVERALL RATING			
Consultant Rating	Excellent	Satisfactory	Unsatisfactory
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. AUTHORIZING SIGNATURES			
<b>5a. Project Manager</b>			
Name	Signature	Date	
<b>5b. Deputy Director</b>			
Name	Signature	Date	
<b>5c. Provided to Consultant</b>			
Name of Recipient	Signature	Date Provided	
Consultant Concurrence*: Yes <input type="checkbox"/> No <input type="checkbox"/>			
*Note: Consultant has the right to appeal the contents of this evaluation. Please refer to SDMC 22.0811(a) for more details.			

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

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

**A. BID/PROPOSER/SOLICITATION TITLE:**

As Needed Environmental Services Contracts 9

Contract Number: H2526613-M

**B. BIDDER PROPOSER INFORMATION**

HELIX Environmental Planning, Inc.

Legal Name	La Mesa	DBA	
7578 El Cajon Blvd.		CA	91942
Street Address	City	State	Zip
Karl Osmundson, Biology Division Manager		619.462.1515	619.462.0552
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Shelby Howard	Chief Executive Officer
Name	Title/Position
Chula Vista, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Strategic guidance and support; signing authority; 7.4% owner	
Interest in the transaction	

Karl Osmundson	Biology Division Manager
Name	Title/Position
San Marcos, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Principal-in-Charge providing contract oversight and QA/QC; signing authority, 0.7% owner	
Interest in the transaction	

Erica Harris	Principal Biologist
Name	Title/Position
El Cajon	
City and State of Residence	Employer (if different than Bidder/Proposer)
Contract Manager, Task Order Manager, providing oversight and QA/QC, 0% owner	
Interest in the transaction	

Stacie Wilson, RPA	Cultural Resources Group Manager
Name	Title/Position
El Cajon, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Cultural Resources Task Lead, Task Order Manager, signing authority for cost proposals, 0.09% owner	
Interest in the transaction	

Andrea Bitterling	Principal Planner
Name	Title/Position
El Cajon, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Environmental Documentation (CEQA/NEPA) Lead; Task Order Manager; signing authority; 3.9% owner	
Interest in the transaction	

Sally Trnka	Senior Scientist
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Habitat Restoration Lead; Task Order Manager; 0.6% owner	
Interest in the transaction	

Stacy Nigro	Principal Biologist
Name	Title/Position
Encinitas, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Biological Resources Lead; Task Order Manager; 0.11% owner	
Interest in the transaction	

Use Attachment "A" if additional pages are necessary.

**C. OWNERSHIP AND NAME CHANGES:**

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

Yes  No

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

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

Yes  No

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

**D. BUSINESS ORGANIZATION/STRUCTURE:**

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

**Corporation**      Date incorporated: 10/1/1991      State of incorporation: California

List corporation's current officers:

President: Shelby Howard, Chief Executive Officer  
Vice Pres.: Justin Fischbeck, Chief Operating Officer  
Secretary: Kristin Olszak, Chief Financial Officer  
Treasurer: Kristin Olszak, Chief Financial Officer

Is your firm a publicly traded corporation?  Yes  No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Limited Liability Company**      Date formed: mm/dd/yyyy      State of formation: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Partnership

Date formed: mm/dd/yyyy State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sole Proprietorship Date started: mm/dd/yyyy

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Joint Venture Date formed: mm/dd/yyyy

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes  No

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

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

Yes  No

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

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

Yes       No

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

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

Yes       No

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

5. Within the last five (5) years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes       No

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

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

Name of Bank: Citizens Business Bank

Point of Contact: Katie Walters

Address: 701 Palomar Airport Road, Suite 120

Phone Number: 858.350.8631

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

**F. PERFORMANCE HISTORY:**

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

Yes       No

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

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes       No

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

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

7. Performance References:

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

Company Name: City of San Diego Public Utilities Department

Contact Name and Phone Number: Tiffany Smith, 858.614.5714

Contact Email: SmithTJ@sandiego.gov

Address: 7578 El Cajon Boulevard La Mesa, CA 91942

Contract Date: 1) 2022 - 2027 (H2125824); 2) 2017 - 2022 (H166750)

Contract Amount: 1) NTE \$4M (H2125824); 2) NTE \$3M (H166750)

Requirements of Contract: As-needed Environmental Services on various PUD projects

Company Name: City of San Diego Engineering & Capital Project Department

Contact Name and Phone Number: Carrie Purcell, 619.533.5124

Contact Email: CPurcell@sandiego.gov

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

Contract Date: 2016 - 2021 (H156478)

Contract Amount: NTE \$3M (H156478)

Requirements of Contract: As-needed Environmental Planning Services for infrastructure projects

Company Name: City of San Diego, Transportation Department

Contact Name and Phone Number: Roman Anissi, 858.694.7000

Contact Email: RAnissi@sandiego.gov

Address: 9601 Ridgeway Court, MA 1102-A, San Diego, California 92123-1636

Contract Date: 2023 - 2028 (H2226097)

Contract Amount: NTE \$4M (H2226097)

Requirements of Contract: As-needed Cultural Resources Services

**G. COMPLIANCE:**

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

Yes  No

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

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

Yes  No

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

**H. BUSINESS INTEGRITY:**

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

Yes  No

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

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

Yes       No

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

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

Yes       No

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

**I. WAGE COMPLIANCE:**

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws?

Yes       No

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

**J. STATEMENT OF SUBCONTRACTORS:**

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

Company Name: Please see Attachment A

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

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

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

What portion of work will be assigned to this subcontractor: \_\_\_\_\_

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes  No

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

**K. STATEMENT OF AVAILABLE EQUIPMENT:**

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

If no equipment is necessary to complete the work specified, please check here  Not Applicable.

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

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated mm/dd/yyyy

**Complete all questions and sign below.**

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

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

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

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

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

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

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

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

Karl Osmundson,  
Biology Division Manager

\_\_\_\_\_  
Name and Title

  
\_\_\_\_\_  
Signature

November 14, 2025

\_\_\_\_\_  
Date

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

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

If not using this Attachment "A", please check here  Not Applicable.

<b>B. BIDDER PROPOSER INFORMATION (Continued)</b>	
<b>Kristin Olszak</b>	Chief Financial Officer
Name	Title/Position
Encinitas, CA	Employer (if different than Bidder/Proposer)
City and State of Residence	Employer (if different than Bidder/Proposer)
Support for rate negotiations and annual billing rate increases, 12.7% owner	
Interest in the transaction	
<b>Stephanie Johnston</b>	Controller
Name	Title/Position
San Diego, CA	Employer (if different than Bidder/Proposer)
City and State of Residence	Employer (if different than Bidder/Proposer)
Support for rate negotiations and annual billing rate increases, support for monthly invoicing, 0% owner	
Interest in the transaction	

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

Karl Osmundson,  
Biology Division Manager  
Print Name, Title

  
Signature

November 14, 2025  
Date

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

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

If not using this Attachment "A", please check here  Not Applicable.

**J. STATEMENT OF SUBCONTRACTORS**

Company Name: **Allied Geotechnical Engineers, Inc.**

Contact Name and Phone Number: Sani Sutanto, Principal, 619.449.5900

Contact Email: s\_sutanto@alliedgeo.org

Address: 9500 Cuyamaca Street, Suite 102, Santee, CA 92071-2685

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Geotechnical/Geology

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

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

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

Company Name: **Baranek Consulting Group, Inc.**

Contact Name and Phone Number: Kim Baranek, President/Principal, 858.922.8604

Contact Email: kim@baranekconsulting.com

Address: 9984 Scripps Ranch Blvd., Suite 138, San Diego, CA 92131

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: CEQA/NEPA Documentation

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

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

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

Company Name: **Busby Biological Service, Inc.**

Contact Name and Phone Number: Melissa Busby, Owner/Principal Biologist, 858.334.9407

Contact Email: melissa@busbybiological.com

Address: 4629 Cass Street, Suite 192, San Diego, CA 92109

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Biological Resources

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

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

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

Company Name: **HDR Engineering, Inc.**

Contact Name and Phone Number: Clint Meyer, 858.712.8367

Contact Email: Clint.Meyer@hdrinc.com

Address: 591 Camino De La Reina, Suite 300, San Diego, CA 92108

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Civil Engineering, Water Quality Assessments/Design and Monitoring/Data Collection, Economic Analysis in Support of Land Management Activities

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

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

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

Company Name: **Hoch Consulting**

Contact Name and Phone Number: Adam Hoch, President, 858.431.9767

Contact Email: ahoch@hochconsulting.com

Address: 804 Pier View Way, Suite 100, Oceanside, CA 92054

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Civil Engineering, Water Quality

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

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

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

Company Name: **Hydrosprout, Inc**

Contact Name and Phone Number: Danielle Tribby, General Manager, 760.432.8233

Contact Email: danielle@hydrosprout.com

Address: 460 Corporate Drive Suite A, Escondido CA 92029

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Hydroseeding

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

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

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

Company Name: **DBA IS Architecture | Stiegler Architects, PC**

Contact Name and Phone Number: Ione R. Stiegler, Principal Architect; 858.456.8555, ext. 101

Contact Email: istiegler@isarchitecture.com

Address: 5645 La Jolla Boulevard, La Jolla, CA 92037

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Architectural History, Historical Preservation

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

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

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

Company Name: **Misschief Cultural Monitoring, Inc.**

Contact Name and Phone Number: Annette Osuna, President, 760.712.6058

Contact Email: misschiefmonitoring@yahoo.com

Address: P.O. Box 111, Santa Ysabel, CA 92070

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Native American Monitoring

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

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

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

Company Name: **PanGIS, Inc.**

Contact Name and Phone Number: Alice E. Brewster, President, 760.613.3948

Contact Email: alice@pangis.com

Address: 6353 El Camino Real, Suite B, Carlsbad, CA 92009

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Cultural Resources, Architectural History, GIS

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

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

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

Company Name: **DBA Red Tail Environmental | Red Tail Monitoring & Research, Inc.**

Contact Name and Phone Number: Spencer Bietz, Archaeology Project Manager, 619.672.0039

Contact Email: spencer@redtailenvironmental.com

Address: 25 Epie Hill Road, Santa Ysabel, CA, 92070

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Native American Monitoring, Archaeology

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

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

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

Company Name: **Rocks Biological Consulting**

Contact Name and Phone Number: Keoni Calantas, Senior Biologist/Project Manager, 619.701.6798

Contact Email: keoni@rocksbio.com

Address: 4312 Rialto Street, San Diego CA, 92107

Contract Date: TBD

Contract Amount: TBD

Requirements of Contract: Biological Services, Regulatory Permitting, Monitoring

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

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

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

Company Name: DBA San Diego Natural History Museum | San Diego Society of Natural History  
 Contact Name and Phone Number: Thomas A. Deméré, Director, Department of PaleoServices, 619.255.0232  
 Contact Email: tdemere@sdnhm.org  
 Address: 1788 El Prado, San Diego, CA 92101  
 Contract Date: TBD  
 Contract Amount: TBD  
 Requirements of Contract: Paleontological Resources  
 What portion of work will be assigned to this subcontractor: TBD  
 Is this Subcontractor a certified SLBE, ELBE, MBE, WBE, DBE, DVBE, or **OBE?** (Circle One) YES  NO   
 If YES, Contactor must provide valid proof of certification with the response to the bid or proposal.

Company Name: **Schmidt Design Group**  
 Contact Name and Phone Number: Jeffrey T. (JT) Barr, President, 619.236.1462  
 Contact Email: jtbarr@schmidtsg.com  
 Address: 1310 Rosecrans Street, Suite G, San Diego, CA 92106  
 Contract Date: TBD  
 Contract Amount: TBD  
 Requirements of Contract: Landscape Architecture  
 What portion of work will be assigned to this subcontractor: TBD  
 Is this Subcontractor a certified SLBE, ELBE, MBE, WBE, DBE, DVBE, or **OBE?** (Circle One) YES  NO   
 If YES, Contactor must provide valid proof of certification with the response to the bid or proposal.

Company Name: **STC Traffic, Inc.**  
 Contact Name and Phone Number: Philip Wragg, AICP, Project Manager I, 760.402.8180  
 Contact Email: Philip.wragg@stctrffic.com  
 Address: 5973 Avenida Encinas, Suite 218, Carlsbad, CA 92008  
 Contract Date: TBD  
 Contract Amount: TBD  
 Requirements of Contract: Transportation Planning & Traffic Engineering Design  
 What portion of work will be assigned to this subcontractor: TBD  
 Is this Subcontractor a certified **SLBE**, ELBE, MBE, WBE, DBE, DVBE, or OBE? (Circle One) YES  NO   
 If YES, Contactor must provide valid proof of certification with the response to the bid or proposal.

Company Name: **Tory R. Walker Engineering, Inc.**  
 Contact Name and Phone Number: Tory R. Walker, Principal, 760.414.9212  
 Contact Email: Tory@trwengineering.com  
 Address: 122 Civic Center Drive, Suite 206, Vista, CA 92084  
 Contract Date: TBD  
 Contract Amount: TBD  
 Requirements of Contract: Hydrology & Hydraulics, Water Quality, Habitat Restoration  
 What portion of work will be assigned to this subcontractor: TBD  
 Is this Subcontractor a certified **SLBE**, ELBE, MBE, WBE, DBE, DVBE, or OBE? (Circle One) YES  NO   
 If YES, Contactor must provide valid proof of certification with the response to the bid or proposal.

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

Karl Osmundson,  
Biology Division Manager  
\_\_\_\_\_  
Print Name, Title

  
\_\_\_\_\_  
Signature

November 14, 2025  
\_\_\_\_\_  
Date

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

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

If not using this Attachment "A", please check here  Not Applicable.

**K. STATEMENT OF AVAILABLE EQUIPMENT**

**Office Equipment**

- 14 Copiers/Printers
- 1 Large Format Plotter/Scanner
- 4 Water quality meters
- 2 Unmanned aerial vehicles
- 31 4WD Field vehicles

**Noise Equipment**

- 1 Larson Davis - 831 Sound Level Meter
- 1 Larson Davis - LxT Sound Level Meters
- 9 Soft dB - Piccolo II Sound Level Meters

**Vibration Equipment**

- 1 Sinus Messtechnik GmbH - Apollo Vibration Analyzer and Accelerometer

**Field Equipment**

To support biological and restoration fieldwork tasks, safety, and general project communications between office and field staff and for coordination with agency personnel and construction operators, HELIX owns and utilizes the following equipment:

GPS Equipment:

- 11 Submeter Accuracy GPS Units
- 35+ Trimble/GNNS Receivers

Garmin Units:

- 15+ Apple iPads
- 4 Samsung Tablet
- 2 Trimble Tablets
- Suzuki King Quad 400 ATV
- Water quality sampling equipment
- Various biological survey and monitoring equipment
- Spotting scopes
- Trinocular microscopes
- Mobile smart phones

6	Apple iPads with Wi-Fi service
3	GPS Units
4	GNSS Receivers
2	Phantom 4 Pro Drone
3	Spot Gen3 Satellite GPS Messenger
4	Field cameras
	PPE and fire extinguishers
	ANABat
	Wildlife Cameras
	CRAM equipment
	Munsell Soil Color Book
	Spade shovels
	Various tree surveying equipment (device)
	Measuring tape
	Soil Compator
	Binoculars
	Ford Ranger or Toyota Tacomas (or similar) 4WD vehicles (leased) - 19 vehicles
	Ford F150 4WD vehicles - 3 vehicles
	Ford F250 or similar 4WD vehicles - 22 vehicles
	Suzuki King Quad 400 ATV
	Water quality sampling equipment
	YSI Water Quality Meter
	Various biological survey and monitoring equipment
	Spotting scopes
	Trinocular microscopes
	Mobile smart phones
	Apple iPads with Wi-Fi service
3	GPS Units
6	GNSS Receivers
2	Phantom 4 Pro Drone
3	Spot Gen3 Satellite GPS Messenger
12	Field cameras
	PPE and fire extinguishers
<b>Cultural Resources Equipment</b>	
HELIX owns and uses the following equipment to support archaeological fieldwork tasks, safety, and general project communication and coordination between office and field staff:	
	Suzuki King Quad 400 ATV
	Toyota Tacoma 4WD Truck
1	Ford Ranger 4WD Truck
2	Portable phone/iPad chargers
1	Generator

- 2 Gas cans
- Mobile smartphones
- 15+ Apple iPads with Wi-Fi
- 3 GPS Units
- 2 GNSS Receivers
- 2 Phantom 4 Pro Drone
- 3 Spot Gen3 Satellite GPS Messenger
- 1 Munsell Soil Color Book
- 2 Field Cameras
- 2 PPE and Fire Extinguishers
- 40 Buckets
- 9 Screens (PVC)
- 1 Screens (wooden)
- 4/8/2 Shovels (square, round, and short)
- 3 Picks
- 4 Dig bars
- 20 Stakes (wooden, metal – short and long)
- Knee pads
- 4 Tarps
- 1 Mallets
- Clipboards
- 3 Lamps
- 7 Brushes
- 1 Trowel (flat and point)
- String lines
- String
- 1 Tape measures
- 2 Cloth metric/foot tapes
- Hatchet
- 3 Portable file case
- 1 Unit frame
- 2 Plastic containers - field equipment
- 4 Pop ups
- < 20 Drying screens
- 1 Wet screen system
- 3 Water hose 100'
- 2 Water nozzles
- 3 Aprons
- 1 Container lock
- 4 Washbasins
- 4 Colanders (plastic and metal)
- Towels

- 3 Toothbrushes
- Metal picks
- 4 Scales
- 2 Calipers
- 1 Laser measure
- 1 Flotation equipment
- Curation supplies - Various items
- 1 Drying racks
- Microscope
- 5 Pulaski
- Flags
- 5 Indian water pumps (hard/soft)
- Field bags - Plastic (sandwich/quart/gallon)
- Field bags - Paper (lunch/medium/large)
- Small containers - field
- Bankers boxes

#### **Habitat Restoration Equipment**

HELIX owns and operates the equipment, tools, and vehicles necessary to successfully complete habitat restoration, brush clearing, vegetation maintenance, and biological and archaeological fieldwork. HELIX staff also have the training and experience to safely operate heavy equipment, including excavators, loaders, bulldozers, skidsteers, skiploaders, backhoes, water trucks, and more.

To support habitat restoration and maintenance work, we own and utilize the following equipment. When needed, we can also supplement HELIX-owned equipment and vehicles with additional rentals, which are easily acquired on a project-specific basis.

- 4 500-gallon water trailers
- 2 Kubota tractors
- 4WD Kubota utility vehicle with adjustable, up to 8' wide boom sprayer
- Flail mower
- Tractor-mounted auger
- Tractor disc
- Harrow drag
- Ground Shark (brush mower)
- 4 Flatbed trailers
- 2 Dump bed trailers
- 3 Landscaping irrigation trailers
- Office trailers
- Weed whips/line trimmers
- Hedge trimmers
- Jack hammers
- Chain saws

Generators  
Various Power Tools  
Various Hand Tools  
Backpack Sprayers  
Personal Protective Equipment (PPE)

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

Karl Osmundson,  
Biology Division Manager  
\_\_\_\_\_  
Print Name, Title



\_\_\_\_\_  
Signature

November 14, 2025  
\_\_\_\_\_  
Date

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

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

If not using this Attachment "A", please check here  Not Applicable.

**ADDITIONAL INFORMATION – HELIX CONTRACTOR LICENSE STATEMENT**

*Related to contractor standards, HELIX holds a California Contractor License No. 796474 and is required to provide the following statement: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.*

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

Karl Osmundson,  
Biology Division Manager  
\_\_\_\_\_  
Print Name, Title

  
\_\_\_\_\_  
Signature

November 14, 2025  
\_\_\_\_\_  
Date

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

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

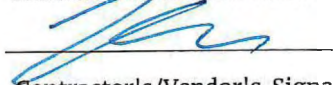
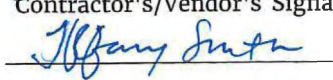
Name (Printed) <b>Karl Osmundson</b>	Email Address <b>Karlo@helixepi.com</b>	Network (AD) Login/UserID <b>N/A</b>
Company/Organization <b>HELIX Environmental Planning, Inc.</b>		Contractor/Vendor Office Phone <b>619.462.1515</b>
City Department (managing contract) <b>Public Utilities Department</b>		Contractor/Vendor Office FAX <b>619.462.0552</b>
City Contract Manager's Name (Printed) <b>Tiffany Smith</b>	City Contract Manager's Phone <b>858.614.5714</b>	City Contract Manager's Mail Sta. <b>MS 901A</b>

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

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

**Acknowledgement**

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

  
 Contractor's/Vendor's Signature  
  
 City Contract Manager's Signature

November 14, 2025  
 Date Signed  
December 4, 2025  
 Date Signed

RESOLUTION NUMBER R- 316622

DATE OF FINAL PASSAGE FEB 12 2026

A RESOLUTION OF THE COUNCIL OF THE CITY OF  
SAN DIEGO AUTHORIZING AWARD OF AN AS-NEEDED  
AGREEMENT (H2526613-M) WITH HELIX  
ENVIRONMENTAL PLANNING, INC. FOR  
ENVIRONMENTAL CONSULTANT SUPPORT SERVICES  
AND RELATED ACTIONS.

RECITALS

The Council of the City of San Diego (Council) adopts this Resolution based on the following:

A. The City of San Diego (City) utilizes as-needed consultant agreements to support the Public Utilities Department (PUD).

B. In January 2025, City issued a Request for Proposal (RFP) to solicit services of qualified consultant firms to provide environmental consultant support services on an as-needed basis. Six firms submitted timely proposals. City staff selected Helix Environmental Planning, Inc. (Consultant), along with two other firms, based on its qualifications in accordance with Council Policy 300-07.

C. The City desires to retain Consultant to provide environmental services on an as-needed basis for tasks requiring specialized technical and regulatory expertise in preparation and support of PUD operations and execution of its Capital Improvement Program (CIP) and ancillary projects.

D. The City and Consultant negotiated contract H2526613-M (Consultant Agreement) for a term of five years and in an amount not to exceed \$4,000,000.

E. The Office of the City Attorney prepared this Resolution based on the information provided by City staff (including information provided by affected third parties and verified by City staff), with the understanding that this information is complete and accurate.


ACTION ITEMS

Be it resolved by the Council of the City of San Diego:

1. The Council approves the Consultant Agreement.
2. The Mayor or designee is authorized, on the City's behalf, to sign and deliver the Consultant Agreement. When signed by both parties, the Consultant Agreement will be placed on file in the Office of the City Clerk as Document No. RR- 316622.
3. The Chief Financial Officer is authorized to appropriate and expend funds in an amount not to exceed \$4,000,000 over a period of five years from 700000 (Muni Sewer Revenue), 700001 (Metro Sewer Utility), 700008 (Muni Sewer CIP), 700009 (Metro Sewer CIP), 700011 (Water Utility Operating), and 700010 (Water Utility CIP) for the purpose of funding the Consultant Agreement, contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.
4. The Chief Financial Officer is authorized to expend \$1,000 from Fund 700000, Muni Sewer Revenue, for the purpose of executing the Consultant Agreement and meeting the minimum contract requirements.

APPROVED: HEATHER FERBERT, City Attorney

By



Bonny Hsu  
Deputy City Attorney

BH:cw  
January 26, 2026  
Or.Dept: Public Utilities  
CC No.: 3000018303  
Doc. No.: 4305284

I certify that the Council of the City of San Diego adopted this Resolution at a meeting held on  
FEB 10 2026

DIANA J.S. FUENTES  
City Clerk

By *Carmie Patterson*  
Deputy City Clerk

Approved: 2/11/26  
(date)

*Todd Gloria*  
TODD GLORIA, Mayor

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

\_\_\_\_\_  
TODD GLORIA, Mayor

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

**CERTIFICATE OF UNALLOTTED BALANCE**

ORIGINATING CC 3000018303  
 DEPT. No. 2000

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

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

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

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

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
<b>TOTAL AMOUNT</b>									

FUND OVERRIDE

**CERTIFICATION OF UNENCUMBERED BALANCE**

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

Not to Exceed: \$3,000.00

Vendor: Harris and Associates, Inc., Dudek, and Helix Environmental Planning, Inc.

Purpose: To authorize the expenditure of funds, not to exceed \$3,000.00, for the Minimum Contract Requirement (\$1,000 per vendor) for As-Needed Environmental Consultant Support Services Agreements - Contracts 7 (H2526611-M) with Harris & Associates, 8 (H2526612-M) with Dudek, & 9 (H2526613-M) with Helix Environmental Planning, Inc.

Date: January 12, 2026 By: Elizabeth Warnock *Elizabeth Warnock*

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center	IO or WBS Element	Original Amount
001	Non-Program	700000	N/A	512035	OTHR-00000000-SU	2000	2000151214	N/A	\$1,000.00
002	Non-Program	700000	N/A	512035	OTHR-00000000-SU	2000	2000151214	N/A	\$1,000.00
003	Non-Program	700000	N/A	512035	OTHR-00000000-SU	2000	2000151214	N/A	\$1,000.00
<b>TOTAL AMOUNT</b>									<b>\$3,000.00</b>

CC-381 (REV 7-00)

FUND OVERRIDE   
 CC 3000018303

Passed by the Council of The City of San Diego on FEB 10 2026, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Henry L. Foster III	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage FEB 12 2026

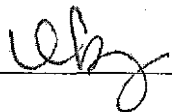
**(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)**

AUTHENTICATED BY:

TODD GLORIA  
Mayor of The City of San Diego, California.

(Seal)

DIANA J.S. FUENTES  
City Clerk of The City of San Diego, California.

By , Deputy

Office of the City Clerk, San Diego, California

Resolution Number R-316622

Passed by the Council of The City of San Diego on February 10, 2026, by the following vote:

**YEAS:** LACAVA, FOSTER III, VON WILPERT, LEE, MORENO, & ELO-RIVERA.

**NAYS:** NONE.

**NOT PRESENT:** CAMPBELL, WHITBURN, & CAMPILLO.

**RECUSED:** NONE.

AUTHENTICATED BY:

**TODD GLORIA**

Mayor of The City of San Diego, California

**DIANA J.S. FUENTES**

City Clerk of The City of San Diego, California

(Seal)


By: Chrystal Rodriguez, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of  
RESOLUTION NO. R-316622 approved on February 10, 2026. The date of final  
passage is February 12, 2026.

**DIANA J.S. FUENTES**

City Clerk of the City of San Diego, California

(Seal)

By: , Deputy