

ORIGINAL

DUPLICATE

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO**

AND

CDM SMITH INC.

FOR

**2020 LONG-RANGE WATER RESOURCES PLAN AND 2020
URBAN WATER MANAGEMENT PLAN (H187004)**

CONTRACT NUMBER: H187004

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Exhibit B - Compensation and Fee Schedule

Exhibit C - Time Schedule

Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements

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**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND CDM SMITH INC.
FOR CONSULTANT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and CDM Smith Inc. [Consultant] for the Consultant to provide Professional Services to the City for [planning services](#).

RECITALS

The City wants to retain the services of a [environmental and regulatory planning services](#) firm to provide [planning](#) services [Professional Services].

The Consultant has the expertise, experience and personnel necessary to provide the Professional Services. The City and the Consultant [Parties] want to enter into an Agreement whereby the City will retain the Consultant to provide, and the Consultant shall provide, the Professional Services.

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

**ARTICLE I
CONSULTANT SERVICES**

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

1.1 Scope of Services. The Consultant shall perform the Professional Services as set forth in the written Scope of Services (Exhibit A) at the direction of the City

1.2 Contract Administrator. The [Public Utilities Department](#) is the contract 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. However, when this Agreement refers to an act or approval to be performed by City, that act or approval shall be performed by the Mayor or his designee, unless the Agreement specifies otherwise.

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Consultant's cost of, or the time required for, the performance of any of the Professional Services, the Consultant shall immediately notify the City. If the City deems

it appropriate, an equitable adjustment to the Consultant's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

1.4 Written Authorization. Prior to performing any Professional Services, the Consultant shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Consultant shall immediately advise the City in writing of any anticipated change in the Scope of Services (Exhibit A), Compensation and Fee Schedule (Exhibit B), or Time Schedule (Exhibit C), and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Consultant from its duty to render all 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. If applicable, the Consultant shall comply with the following: Consultant shall ensure that any plans, specifications, studies, or reports prepared, required, or recommended under this Agreement allow for competitive bidding. The Consultant shall prepare such plans, specifications, studies, or reports so that procurement of services, labor or materials are not available from only one source, and shall not prepare plans, specifications, studies, or reports around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by the City. The Consultant shall submit this written justification to the City prior to beginning work on such plans, specifications, studies, or reports. Whenever the Consultant recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Project.

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, this Agreement shall be effective until completion of the Scope of Services or for no more than forty (40) months, whichever is the earliest. 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 the Scope of Services (Exhibit A) is set forth in the Time Schedule (Exhibit C).

2.3 Notification of Delay. The Consultant shall immediately notify the City in writing if the Consultant experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Time Schedule (Exhibit C). The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay affects a material part of the City's requirements for the Professional Services, the City may exercise its rights under Sections 2.5-2.7 of this Agreement.

2.4 Delay. If delays in the performance of the 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 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 satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Consultant. The City may then require the Consultant to resume performance of the 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 satisfactorily 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 documents or records related to the Consultant's Professional Services. By accepting payment for completion, filing

and delivering documents as called for in this paragraph, the Consultant discharges the City of all of the City's payment obligations and liabilities under this Agreement.

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$844,113. The compensation for the Scope of Services shall not exceed \$747,020, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$97,093.

3.2 Additional Services. The City may require that the Consultant perform additional Professional Services [Additional Services] beyond those described in the Scope of Services (Exhibit A). Prior to the Consultant's performance of Additional Services, the City and the Consultant must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule (Exhibit B). The City will pay the Consultant for the performance of Additional Services in accordance with Section 3.3.

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

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

Consultant shall reimburse the City for Additional Costs due to the Consultant's errors or omissions.

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

ARTICLE IV CONSULTANT'S OBLIGATIONS

4.1 Industry Standards. The Consultant agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent environmental and regulatory **planning 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 records related to the Professional Services provided hereunder with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

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

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

4.2.2.1.1 Accounting Records. The Consultant and all subcontractors shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Consultant and Subcontractors shall make available to the City for review and audit, all Service related accounting records and documents, and any other financial data. Upon the City's request, the Consultant and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

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

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

4.3 Insurance. The Consultant shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates reflecting evidence of all insurance as set forth herein; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required in Section 4.3.3 of this Agreement; and (c) confirmed that all policies contain the specific provisions required in Section 4.3.4 of this Agreement. However, failure to obtain 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. 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 \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

4.3.1.2 Commercial Automobile Liability. For all of the Consultant's automobiles including owned, hired and non-owned automobiles, the Consultant shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto). 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. For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Consultant shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

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

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

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements

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

4.3.4.1 Commercial General Liability Insurance Endorsements

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

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or

policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of 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.

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

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

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

4.4 Subcontractors. The Consultant's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Consultant shall list on the Subcontractor List (Exhibit D, Attachment 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 and 4.7, and shall also provide as follows:

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

4.4.1.2 The Consultant is obligated to pay the Subcontractor, for Consultant and City-approved invoice amounts, out of amounts paid by the City to the Consultant, not later than fourteen working days from the Consultant's receipt of payment from

the City. Nothing in this paragraph shall be construed to impair the right of the Consultant and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

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

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

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

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

4.5 Contract Records and 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 on line 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 work place, and specifying the actions that will be taken against employees for violations of the prohibition.

4.7.2 Drug-Free Awareness Program. The Consultant shall establish a drug-free awareness program to inform employees about all of the following:

- 4.7.2.1 The dangers of drug abuse in the work place.
- 4.7.2.2 The policy of maintaining a drug-free work place.
- 4.7.2.3 Available drug counseling, rehabilitation, and employee assistance programs.
- 4.7.2.4 The penalties that may be imposed upon employees for drug abuse violations.

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

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

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

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

4.9.1 If, in performing the Professional Services set forth in this Agreement, the Consultant 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 Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests. The determination as to whether any individual members of the Consultant's organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit G).

4.9.1.1 Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The Consultant shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the Consultant is subject to a conflict of interest code. The Consultant shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Consultant was subject to a conflict of interest code.

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

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

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

4.9.4 If the Consultant violates any conflict of interest law or any of the provisions in this Section 4.9, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Consultant to liability to the City for attorneys' fees and all damages sustained as a result of the violation.

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

4.11 Compensation for Mandatory Assistance. The City will compensate the Consultant for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Consultant, its agents, officers, and employees, the Consultant shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Consultant, its agents, officers, and employees for Mandatory Assistance.

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

4.13 Notification of Increased Construction Cost. If applicable, at any time prior to the City's approval of the final plans, specifications, studies, or report, 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).

4.14 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>.

4.15 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.

4.15.1 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.

4.15.1.1 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.

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

4.15.2 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.

4.15.3 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.

4.15.3.1 In addition to the requirements in 4.15.3, 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.

4.15.4 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.

4.15.5 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.

4.15.6 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.

4.15.7 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."

4.15.8 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.

4.15.9 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.

4.15.9.1 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.

4.15.9.2 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.

4.15.10 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.

4.15.11 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 City 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.

4.15.12 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:

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

4.15.12.2 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).

4.15.12.3 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 4.15.11 above. (Labor Code section 1773.3).

ARTICLE V RESERVED

ARTICLE VI INDEMNIFICATION

6.1 Indemnification and Hold Harmless Agreement. With respect to any liability, including but not limited to claims asserted or costs, losses, or payments for injury to any

person or property caused or claimed to be caused by the acts or omissions of the Consultant, or Consultant's employees, agents, and officers, arising out of any services performed under this Agreement, the Consultant agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party. The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active or sole negligence or sole willful misconduct of the City, its agents, officers or employees.

ARTICLE VII MEDIATION

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

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

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

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

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

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

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

7.4.1 Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

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

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

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

8.2. Rights in Data. All rights including, but not limited to publication(s), registration of copyright(s), and trademark(s) in the Deliverable Materials, developed by the Consultant, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. 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. 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.

8.9 Ownership of Documents. Once the Consultant has received any compensation for the Professional Services performed under this Agreement, all documents, including but not limited to, original plans, maps, studies, sketches, drawings, computer printouts and electronic files, and specifications prepared in connection with or related to the Scope of Services or Professional Services, shall be the property of the City.

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, 525 B. Street, Suite 300, Attn: Khuram Shah, Project Manager, MS906](#) and notice to the Consultant shall be addressed to: [CDM Smith Inc., Thomas C. Falk, PE, 703 Palomar Airport Road, Suite 300, Carlsbad, CA 92011, \[falktc@cdmsmith.com\]\(mailto:falktc@cdmsmith.com\)](#).

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 Consultant Services. It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the following members of the Consultant's organization: [Tom Falk, PE, Principal-in-Charge, Lanaya Voelz, PE, Senior Reviewer, Dan Rodrigo, Project Manager, Enrique Lopezcalva, Lead Planner, William Fernandez, PE Task Lead LRWRP, Rosalyn Prickett, Task Lead UWMP and Catherine Smith, Task Lead Outreach/Editing](#) [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 Covenants and Conditions. All provisions of this Agreement expressed as either covenants or conditions on the part of the City or the Consultant, shall be deemed to be both covenants and conditions.

9.7 Compliance with Controlling Law. The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the Consultant shall comply immediately with all directives issued

by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

9.8 Jurisdiction. 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.

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

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

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

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

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

9.14 Additional Consultants or Contractors. The City reserves the right to employ, at its own expense, such additional Consultants or contractors as the City deems necessary to perform work or to provide the Professional Services.

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

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

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

9.18 Signing Authority. The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

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

9.20 Consultant Evaluation. City will evaluate Consultant's performance of Professional Services using the Consultant Evaluation Form (Exhibit E).

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

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

9.23 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 F.

9.24 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.

9.25 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.

9.26 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.

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IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R- 312690, authorizing such execution, and by the Consultant pursuant to CDM Smith Inc.'s Signature Authority Document.

I HEREBY CERTIFY I can legally bind CDM Smith Inc., and that I have read all of this Agreement, this 27 day of February, 2019.

By 
Thomas C. Falk, PE
Client Services Leader


Dated this 25th day of November, 2019.

THE CITY OF SAN DIEGO
Mayor or Designee

By 
Cindy Crocker
Principal Contract Specialist
Public Works Contracts

I HEREBY APPROVE the form of the foregoing Agreement this 26th day of Nov., 2019.

MARA W. ELLIOTT, City Attorney

By 
Deputy City Attorney

CONSULTANT AGREEMENT EXHIBITS

SCOPE OF SERVICES

SCOPE OF SERVICES

2020 LONG-RANGE WATER RESOURCES PLAN AND 2020 URBAN WATER MANAGEMENT PLAN (H187004)

1.0 GENERAL SCOPE OF WORK

The Consultant will be required to discuss needs, synthesize context of various studies, coordinate with City departments, conduct research and analysis, develop, review, and assist in written and non-written reporting and presentations.

Planning documents for project use and reference (hyper-linked and also found on the City website) are as follows:

- [2012 Long Range Water Resources Plan](#)
- [2015 Urban Water Management Plan](#)
- [The San Diego Integrated Regional Water Management Plan](#)

The City reserves the right to modify or substitute related tasks as necessary. Additionally, the schedule of specific meetings and deliverables will be further developed between the City and the selected Consultant on an ongoing basis to meet timeframes and deadlines for the 2020 Long Range Water Resources Plan (LRWRP) and 2020 Urban Water Management Plan (UWMP). Exhibit C – Time Schedule for Agreement shall represent known critical milestones. Some anticipated milestones are as follows:

- Preparation of the 2020 LRWRP will begin prior to beginning preparation of the 2020 UWMP and will conclude in a timely manner in order to inform codependent sections of the 2020 UWMP.
- January 2021 or earlier- Final 2020 UWMP submitted by the Consultant
- Spring 2021 or earlier- City Council approval and adoption of 2020 UWMP
- July 1, 2021- Final deadline to submit the 2020 UWMP to the DWR

2.0 2020 LONG-RANGE WATER RESOURCES PLAN

The 2020 LRWRP will cover a 25-year planning horizon, integrating updates, new information or ideas related to water supply management, Water Sustainability

Report context as applicable, the City of San Diego's Climate Action Plan and stakeholder input. Implications to the 2020 UWMP will be discussed and sectionalized in the deliverable.

2.1 INTRODUCTION

The Consultant shall provide a description of the climate, population, regional characteristics, and demographics of the City. An overview of the City's water supply and demand portfolio, including progress since the 2012 LRWRP, and recent changes caused by drought conditions and legislative requirements. This task will also include an overview of the goals for the 2020 LRWRP and an executive summary of the report.

2.2 LONG RANGE WATER DEMAND FORECAST

The City will require a policy-level Long Range Water Demand Forecast (New WDF) and associated water demand model to be prepared as an analytical supplement to the 2020 LRWRP and the 2020 UWMP, and include on-going use for long-term water supply planning, and to be produced as an independent deliverable. Three climate change zones shall be analyzed to capture major impacts of differing climate within the City's service area. The New WDF and water demand model will place distinct emphasis on long-range planning considerations and City parameters as applicable to the 2020 LRWRP and 2020 UWMP preparation in coordination with City departments, SANDAG, and San Diego County Water Authority (Water Authority) with a corresponding comparative end-summary of all model assumptions and parameters provided to the City for use as a future reference. The New WDF and water demand model is to preserve at least the underlying methodology adapted in Section 1 of the previous 2015 WDF. Specifically, the New WDF is to maintain independence from empirical water demand models such as those traditionally used by the Water Authority (some reconciliation with the Water Authority model will still be necessary) and be considerate of existing statistical models using water usage data by billing category.

The water demand model shall be prepared by major sector: single-family, multifamily, commercial/institutional, industrial, and non-revenue. For each

EXHIBIT A

demand sector, the water demand model shall be calibrated by comparing model results to actual City-wide water use. In addition, the water demand model shall break down sector water use into indoor and outdoor water demands, which will be helpful for assessing new water conservation, stormwater capture, and non-potable reuse opportunities. This shall also help to identify long-term wastewater generation.

The water demand model shall be developed using a statistical, econometric method. This method captures the major drivers and influencers of water use such as: (1) demographic data; (2) density of growth; (3) employment mix; (4) strength of economy; (5) personal income; (6) price of water; (7) impacts of plumbing codes and landscape ordinances, referred to as 'passive conservation'; (8) mandatory water use restrictions during droughts; and (9) weather and climate.

Coordination with the Water Authority on water demand forecast methodology shall occur at the start of this task, and a comparison between the Water Authority and City demand forecasts shall be made before finalizing the forecast for the City. The coordination and comparisons between Water Authority and City water demand forecasts shall assist to reconcile differences, and explain why differences may occur due to differing conditions and methods.

An analysis of actual versus predicted water conservation shall be conducted. Conservation is a function of passive conservation from codes and ordinances (tied to demographic growth), and active conservation measures as estimated from Water Authority's water conservation tool. The conservation evaluation shall require selection of a base year, which shall be determined based on statistical assessment.

To facilitate on-going use by the City, a Water Demand Forecast Spreadsheet (WDFS) shall be developed using MS Excel. The WDFS shall contain all of the variables of the water demand forecast and allow for rapid testing of these variables using drop-down boxes, programmed menus, and pre-made graphs and tables for results. Future active water conservation measures shall be tested with the WDFS, as well, by simply selecting measures and date of implementation. The future active water conservation measures shall be

characterized in an Options Conceptualization and involve consultant coordination with SDCWA to access their conservation model and data.

2.3 WATER SUPPLIES AND DEMANDS

The Consultant will report and evaluate current water demands, future water demands, the City's current water supply portfolio (local supply, recycled water, groundwater, imported water, etc.), and the City's future water supply. Additionally, the City's current and future utilization of conservation regulations and programs will be incorporated into the evaluation.

2.4 EVALUATIONS AND ADAPTIVE MANAGEMENT

The Consultant will analyze all water supply options and adaptive management measures based on the 2012 LRWRP, Water Sustainability Report (when available) and results of stakeholder engagement/input.

2.5 CONCLUSIONS AND RECOMMENDATIONS

The Consultant will create a final section of the report summarizing the conclusions of the document and outlining recommendations for future actions that are considerate of the 2020 UWMP as a tool to ensure safe and adequate water supplies along with the City's vision for water resources.

2.6 PRESENTATIONS AND RESPONSE TO COMMENTS

The Consultant shall participate in internal City review meeting(s), prepare and provide report submittals for review by City staff, incorporate the suggestions/comments received from City staff and assist with coordination in the review of the 2020 LRWRP.

The Consultant shall prepare and assist in presentations of the findings and overall 2020 LRWRP to the City Council Environment Committee (EC), City Council, and other advisory committees, regulatory bodies or groups, as needed and respond to any 2020 LRWRP review comments.

2.7 WORKSHOPS AND MEETINGS

The LRWRP will utilize City led stakeholder involvement throughout the

duration of the project. The Consultant is required to plan, create agendas for, attend, facilitate City staff efforts and provide meeting summaries for all stakeholder meetings.

These services shall also extend to internal City workshops where other policy management decisions are made and major updates are provided.

Periodically, the Consultant will meet with City staff to discuss progress on the 2020 LRWRP. The meetings shall be attended by the Consultant's Project Manager and other designated project team members. These can also occur in coordination with meetings for the 2020 UWMP.

2.8 SUBMITTALS

The Consultant shall be prepared to provide all supporting documentation, including but not limited to: GIS files used, Word files used, Excel files used, documentation detailing any assumptions, documentation showing how calculations were derived, justification of respective methodologies for unit demand analysis, service area population, and for residential and non-residential growth.

3.0 2020 URBAN WATER MANAGEMENT PLAN

The 2020 UWMP is a mandatory reporting and forecasting document that is submitted to the DWR following all required guidelines of the State, including the anticipated 2020 DWR Guidebook publication is released (the 2015 DWR Guidebook may only be used on a tentative basis. Any references to 2020 LRWRP will be sectionalized and cross referenced in respective Chapters of the UWMP.

3.1 INTRODUCTORY SECTION(S)

This section of the UWMP document will discuss and introduce the Urban Water Management Planning Act and describe how it relates to the preparation of the 2020 UWMP.

UWMP will also Discuss DWR's management strategies relative to compliance, conservation, water quality, and infrastructure.

The Consultant will also provide a narrative on the Public Utilities Department

activities to support the above directives.

3.2 SERVICE AREA AND SYSTEM DESCRIPTION

The Consultant shall provide a detailed service area description and narrative on service area population (using the NEW WDF model data and San Diego Association of Governments (SANDAG) Series-14 demographic data).

This section will include a description of the City's current water, wastewater and recycled water facilities, such as water and wastewater treatment plants, wastewater reclamation plants, pipelines, pump stations, water lakes, storage reservoirs, etc. This section will highlight the City's environmental efforts for source water protection and related water quality efforts.

Background information related to the City's economic base and factors influencing water use will be described in this section, as well as highlights of the historic relationship and interconnectivity of functional systems among the City, the San Diego County Water Authority (Water Authority), the Metropolitan Water District (MWD) and other Water Authority member agencies.

Regulatory agencies, such as the Department of Public Health, State Water Resources Control Board (SWRCB), DWR, and other applicable agencies will be highlighted here with a description of their impact on relevant City facilities, water supplies and water quality planning and implementation efforts.

3.3 SYSTEM WATER USE (CURRENT & PROJECTED)

The Consultant shall describe historic and existing water use characteristics and water demands in terms of annual total production and consumption by use class (residential, commercial, industrial, etc.). Unit water demands for each major use class, and residential indoor and outdoor water use shall be presented. Recent water billing data shall be reviewed by the Consultant as needed.

Specifically, the Consultant shall provide a review and report on service area information with 25-year projections that include demographics and statistics on population, income, climate, rainfall, housing, employment, indoor and outdoor water use and other relevant data. The report will review and analyze the number of connections and water use for each customer category and include discussion on weather normalized water use by customer and sector type.

The Consultant will include information on the City's NEW WDF. The City uses this long-range water demand forecasting tool as a fundamental component of integrated water resources planning. The Consultant will also analyze and evaluate how the City's water demand correlates and coincides with the Water Authority and MWD's water demand models, reconciling data as needed.

3.4 BASELINE AND TARGET WATER CONSUMPTION

This task consists of reconciling broader water demand forecast data for the 2020 UWMP and preparing updated water demand analyses through 2045 for the City. The baseline demand projections shall include impacts of the current and future California Green Building Standards Code and appliance/fixture assumptions, the City Water Use Efficiency Standards, City Water Loss Audit, as well as the impact of on-going public outreach, educational programs and the conservation rebate program incentives.

The Consultant shall describe and discuss the "California 20x2020 Conservation Plan" for a statewide 20 percent water savings, and the City's compliance with SB X7-7, both up-to-date and reassessed needs moving forward. Any new requirements stated in the 2020 UWMP Guidelines will be evaluated and an analysis provided to ensure the City's compliance.

3.5 SYSTEM SUPPLIES (CURRENT & PROJECTED)

The Consultant shall review and discuss the City water supply portfolio, water rights, groundwater, transfer opportunities, recycled water opportunities, future water projects and drought planning. The Consultant shall establish verifiable, current water supply sources, review potential

additional local/regional sources of water, assess potential future water savings from conservation, establish verifiable water supply sources from purchases or participation in conjunctive use projects and establish verifiable current and projected use of recycled water.

In this section, the Consultant shall discuss the Water Authority and MWD's regional water supply diversification strategies to enhance the region's water supply reliability and how that will benefit the City, discuss the City's groundwater availability and status of adopting Sustainable Groundwater Management Act (SGMA) requirements and any other jurisdictional plans. Any concerns about drafting groundwater supplies and groundwater quality will be addressed here.

Progress on the City's Pure Water Program and discussion of future implementation plans for potable reuse, estimated supplies, timelines and challenges will be included in the report here. Use of recycled water for potable reuse, and its direct relation to recycled water use for non-potable needs will be included in this section.

The Consultant shall describe the impact that investments in alternative water supplies (not surface water supplies) such as recycled water, water reuse, groundwater and the Water Authority's Carlsbad Desalination project will have on the need for surface water storage. The analysis shall include a review and report of the potential and projected incentives and regulatory constraints associated with these alternative water supplies as applicable.

3.6 WATER SUPPLY RELIABILITY ASSESSMENT

The Consultant shall provide analysis and description of water supplies and demands for normal, single dry-year and multiple dry-years, provide analysis and description of supply versus demand, provide assessment of the reliability of water supplies and provide an analysis and description of water quality implications. Consultant shall recommend a 5-year historical period to use, and/or a synthetic 5-year period as appropriate and consistent with future 2020 UWMP Guidebook.

The Consultant will comprehensively discuss population growth inclusive of,

at least, the dynamics (as described in Sections 3.2: Service Area and System Description and Section 3.3: System Water Use (Current & Projected) of this Scope of Services), with respect to categorical future costs of all of the City's existing water supplies and evaluate water service reliability covering wet, normal, single dry and multiple-dry year supply and demand comparisons.

In addition, the Consultant will research and analyze the water quality impacts on risk and reliability of the water supply, describe and discuss how water quality affects water management strategies (including storage) and supply reliability for each of the existing sources of water for 25 years, in five (5) year increments.

The Consultant shall research and collect the available information from DWR, MWD, and other resources to address climate change, regional supply issues, and potential impact to the City water supply under varying hydrologic conditions, discuss the forthcoming U.S. Bureau of Reclamation's San Diego Watershed Basin Study and any other pertinent studies to determine how climate change may impact the current and future water supply portfolio of the San Diego region.

The Consultant shall provide a platform and short process description on how to update the individual project milestones, costs and yields contained in the 2020 UWMP as new or more accurate information is discovered.

An assessment of future cost of water supplies, California's critically dry periods/season(s), Colorado River watershed and any past or present drought conditions and the SWRCB Water Recycling Policy shall be provided and discussed by the Consultant in this section.

3.7 DEMAND MANAGEMENT MEASURES

The Consultant shall prepare an analysis of Demand Management Measures (DMMs) and prepare an analytical summary of any recent changes in the way the DMMs are reported. A discussion of the DMMs and Water Use Efficiency Measure implementation shall include all water conservation existing and future planned activities and programs, such as the City's conservation rate structure, landscape ordinance, water use budgets,

conservation initiatives and water use prohibitions.

3.8 ENERGY INTENSITY ANALYSIS, CLIMATE CHANGE, AND GREENHOUSE GAS EMISSIONS

This section will categorically include all anticipated additional sections or subsections, per the DWR Guidebook, related to Energy Intensity Analysis, Climate Change, and Greenhouse Gas Emissions, as applicable. The Consultant is to utilize previous planning documents and the associated DWR Guidebook requirements, and account for any new data and information to include the Water Sustainability Report (as applicable) while completing an analysis which is compliant with all DWR requirements, including the 2020 DWR Guidebook.

3.9 PRESENTATIONS AND RESPONSES TO COMMENTS

The Consultant shall prepare and assist in presentations of the findings and overall 2020 UWMP observations to the City's Independent Rates Oversight Committee (IROC), EC, City Council, and other advisory committees, regulatory bodies or groups, as needed and as is consistent with DWR 2020 UWMP Guidebook guidelines. The Consultant will also respond to any 2020 UWMP review comments, and any comments provided by the DWR after the 2020 UWMP has been submitted.

The Consultant will participate in City internal review meeting(s), preparing and providing report submittals for review by staff, incorporating the suggestions/comments received from staff, and assisting with coordination in the review of the 2020 UWMP by all appropriate City departments.

3.10 WORKSHOPS AND MEETINGS

Periodic workshops and meetings with City staff to discuss the progress of the 2020 UWMP will be attended by the Consultant's Project Manager and other designated project team members. The Consultant will attend face to face meetings with stakeholders, IROC, EC, City Council and other groups identified as well as telephone conference calls.

3.11 SUBMITTALS

The Consultant will provide multiple drafts of the report with adequate time for City staff to review the documents. Interim deliverables are to be submitted in addition to the required report drafts; these interim deliverables can be presented in a variety of ways as appropriate to the material, such as Technical Memorandums, workshops, drafted sections, etc. All spreadsheets, charts, back-up materials, and computer models related to the 2020 UWMP report and its preparation must be submitted with the final report.

The Consultant shall be prepared to provide all supporting documentation, including, but not limited to: GIS files used, Word files used, Excel files used, documentation detailing any assumptions, documentation showing how calculations were derived, and justification of respective methodologies for unit demand analysis, service area population, and for residential and non-residential growth.

4.0 ADDITIONAL TASKS AND SERVICES

The 2020 LRWRP and 2020 UWMP may have other tasks or services assigned by City staff. Any suggested or needed additional services shall be defined and authorized by City staff prior to beginning work. Such additional tasks and support services may include extended discussions/development on how to best implement community meetings to reach consensus for water specific issues; informational development of subject matter presentations to affected agencies, organizations and groups; and expert guidance and support work with documenting subject matter strategies, messaging, and summary topics.

5.0 INVOICING AND REPORTING

Progress reports shall be submitted with all invoices detailing work performed during the period covered by the invoice, schedule and any schedule updates with explanation, a cost breakdown by cost category for each task showing the amount of funds expended for the invoicing period, a cumulative total of funds expended per task to date and the amount of funds remaining per task.

6.0 2020 LRWP AND 2020 UWMP EDITORIAL QA/QC GUIDELINES

Documents delivered under this Scope of Services shall be produced in accordance with the following guidelines. Documents will:

- Determine the purpose and use of the document, and what the City desires the readers to know or do after reading the document. The objective will be clearly defined and the message presented succinctly, clearly and accurately.
- Direct the document to the intended audience (e.g. the public, stakeholders, policy makers, regulatory agency, etc.) and take into account their level of technical knowledge, the amount of detail that this audience will need to be appropriately informed of the subject matter to act upon it.
- Determine the level of detail required; when to use scientific vocabulary and detailed supporting data, and when to present data in lay terms with clearly understood supporting graphics. The wordsmiths assigned will be skilled at conveying complex technical information to a lay audience.
- Organize the data, graphics and text to support the objective for the audience by developing an outline of key topics with the data required to support each topic. Extensive data, complex tables, etc. will be included in an appendix.
- Condense and organize complicated information in graphics so that trends, patterns, differences and changes can be better seen. Use of different graphics such as pie charts, flowcharts, tables, maps and photographs will be easy to understand and visually compelling. Graphics are to be legible, consistent and of high quality.
- Assign a seasoned water resources writer or editor with a public utility water resources writing background to ensure that a single coherent writing style is maintained throughout the document, graphics and tables are appropriately positioned and captioned within the text, redundancies and contradictions are eliminated and terminology is consistently used.

The City will review the document but is not the proofreader. All document submittals shall be of professional quality, using grammatically correct sentence and paragraph structure, and shall meet the standards of TechProse Technical Writing Guidelines or better. If significant edits are required or the report cannot be considered a submittal, the edit costs shall be borne by the Consultant.

Table 1 – Summary of Negotiated Project Meetings and Deliverables

Task & Activity	Workshops and Project Meetings	Submittals
Water Demand Forecast (WDF)	<p>(1) in-person coordination meeting between City, SDCWA, and consultants to discuss water demand forecasting methodology and conditions; One (1) conference call to summarize the selected variables for the statistical models, with web recording; One (1) in-person meeting to present water demand forecast and briefly demonstrate the WDFS; One (1) in-person, four-hour staff training session on use of WDFS.</p> <p>*Note: Consultant shall identify data needs, for the City to provide, such as water billing data, rates and charges, summary of conservation programs, etc. City shall provide a complete and final data set within three (3) weeks of consultant data request.</p>	<p>Meeting notes from City-SDCWA coordination meeting; Meeting notes from in-person meeting on presentation of demand forecast and WDFS; Brief documentation of statistical regressions for sector demand models, with key conditions; Brief documentation on comparison between City and SDCWA demand forecast results; WDFS, programmed in MS Excel, along with final water demand forecast summary; WDFS training materials and tool documentation.</p> <p>*Note: Deliverables identified as "brief documentation" will be separate, short technical memoranda for the City's files. The intent of this documentation is to provide technical methodology, conditions, and results. These documents shall be reviewed by the City for technical content.</p>
Evaluation Process and Criteria	<p>(1) Conference call to finalize evaluation process; (1) Conference call to finalize evaluation criteria and weightings.</p>	<p>Comprehensive documentation, in the form of a memo to include evaluation process and criteria.</p>
Options Conceptualization	<p>(1) Conference call to finalize options, with web recording; (1) conference call to provide Consultant assessment of potential data gaps and path to move forward with for Consultant while filling data gaps, with web recording recording; (1) in-person meeting to present draft fact sheets on options. *Note: City shall provide all completed reports and studies on the options before conceptualization begins.</p>	<p>Consultant shall provide two-page draft fact sheets for options; Final two-page fact sheets for options in PDF format.</p>
Portfolio Development and Evaluation	<p>(1) conference call on finalizing initial thematic portfolios and supply make-up; (1) in-person meeting on draft evaluation results of initial portfolios; (1) conference call on finalizing hybrid portfolios and supply make-up; (1) in-person meeting on draft evaluation results of hybrid portfolios; (1) conference call on finalizing initial thematic portfolios and supply make-up; (1) in-person meeting on draft evaluation results of initial portfolios; (1) conference call on finalizing hybrid portfolios and supply make-up; (1) in-person meeting on draft evaluation results of hybrid portfolios.</p>	<p>Power Point Presentation shall be presented on evaluation of initial and hybrid portfolios.</p>
Adaptive Management	<p>(1) conference call on finalizing risk triggers, with web recording; (1) in-person meeting on draft adaptive management strategy; (1) conference call on draft LRWRP recommendations, with web recording; (1) conference call to approve the Final report, with web recording.</p>	<p>Brief documentation and chart for adaptive management; Brief documentation on LRWRP recommendations.</p>
LRWRP Report	<p>(1) conference call to approve the report outline; (1) conference call to go over City's Preliminary Draft comments, with web recording; (1) conference call to go over City's First Draft comments, with web recording; (1) conference call to finalize design template for final plan; (1) conference call to go over City's Public Draft comments, with web recording.</p>	<p>Report outline; 70% Preliminary Draft report, delivered electronically in MS Word and PDF; 85% First Draft report, delivered electronically in MS Word and PDF; Public Draft report, delivered electronically in PDF; Final report, delivered electronically in PDF; Final report sections, delivered electronically in native InDesign files.</p>

EXHIBIT A

Task 3 Activity	Workshops and Project Meetings	Submittals
Technical Evaluations	(1) conference call on conservation assessment and analyses, with web recording; (1) conference call on water audit analysis, with web recording; (1) conference call on climate change/GHG analysis, with web recording; (1) in-person meeting on water supply reliability assessment. *Note: The City shall provide data as requested by Consultant in the formal data request that will be provided at the UWMP Task Kick-Off Meeting, along with any data requested during regular calls or email exchanges. In-person meetings will be held at City facilities. The City shall provide one round of comments on each of the technical analyses, during the task progress meetings.	Preliminary data request; Brief documentation of technical analyses.
UWMP Requirements	(1) in-person meeting to go over draft UWMP requirements write ups. * Note: The City shall provide data as requested by Consultant at the kick-off meeting along with any data requested during regular calls or email exchanges. (2) Coordination Meetings with City and SDCWA staff. These meetings shall occur between release of SDCWA's member agency draft UWMP and SDCWA's Public Draft UWMP; (4) member agency meetings on UWMP development, and provide two drafts (member agency preliminary draft, and Public Draft) of its UWMP for member agency review and comment. As part of this task, SDCWA shall provide opportunity for member agencies to comment on the demand model prior to release of the member agency preliminary draft UWMP. Consultant will provide the City with comments on SDCWA's UWMP materials, and that the City will review the comments before submittal to SDCWA; (2) two UWMP meetings with SDCWA and City.	Preliminary Data Request; Draft 2020 UWMP Checklist; UWMP Outline. Consultant to attend and provide summaries of (2) two LRWRP coordination meetings with City and SDCWA; one draft only; to attend and provide summaries of (4) SDCWA member agency UWMP workshops; one draft only; to attend and provide summaries of (2) two UWMP meetings with SDCWA and City, one draft only; Comments on SDCWA's member agency preliminary draft and Public Draft UWMP; Comments on SDCWA's member agency demand model.
UWMP Report	Review City Staff comments on Preliminary Draft UWMP; Attend IROC Meeting on Public Draft UWMP; Attend City Council Public Workshop on Public Draft UWMP. *Note: the City shall review and provide comments on each of the three draft UWMPs as described above within the timeline established in conjunction with City staff and Consultant team schedules. City shall also provide any requested GIS shapefiles for required maps, as well as photos that they wish to include in the UWMP.	70% Preliminary Draft UWMP (MS Word); 85% Second Draft UWMP (MS Word); Public Review Draft UWMP (PDF); Draft and Final Presentation for IROC and City Council Meetings. 60-Day Notice of UWMP Preparation; Public Notice of UWMP Adoption and Workshop; Comment Matrix; Draft Final, Screencheck Final; Final UWMP report in PDF, with all native InDesign files.
Common	Project Meetings	Submittals
Monthly Integration Calls	Monthly 30-45 Minute Technical Integration Calls with other ongoing City efforts	N/A
Kickoff Meetings	(2) kickoff meetings for respective and sequentially developed plans, LRWRP and UWMP	Meeting Notes for each kickoff meeting

END OF SCOPE OF SERVICES

COMPENSATION AND FEE SCHEDULE

COMPENSATION AND FEE SCHEDULE
 2020 Long-Range Water Resources Plan and 2020 Urban Water Management Plan

EXHIBIT B

Task	Task Total	Task No.	TASK DESCRIPTION	Task Total
LRWRP	\$496,666	1.1	1.1 Water Demand Forecast (Scope Section 2.2)	\$ 86,736
		1.2	1.2 Water Supplies and Demands (Scope Section 2.3)	\$ 44,242
		1.3	1.3 Evaluations and Adaptive Management (Scope Section 2.4)	\$ 111,511
		1.4	1.4 Conclusions and Recommendations (Scope Section 2.5)	\$ 36,972
		1.5	1.5 Presentations and Responses to Comments (Scope Section 2.6)	\$ 31,119
		1.6	1.6 Workshops and Meetings (Scope Section 2.7)	\$ 61,688
		1.7	1.7 Submittals (Scope Section 2.8)	\$ 124,678
			LRWRP Total	\$ 496,666
UWMP	\$250,354	2.1	2.1 UWMP Requirements (Scope Sections 3.1-3.6)	\$ 38,396
		2.2	2.2 UWMP Evaluations (Scope Sections 3.7, 3.8)	\$ 32,707
		2.3	2.3 Presentations and Responses to Comments (Scope Section 3.9)	\$ 25,089
		2.4	2.4 Workshops and Meetings (Scope Section 3.10)	\$ 62,086
		2.5	2.5 Submittals (Scope Section 3.11)	\$ 92,076
			UWMP Total	\$ 250,354
			TOTAL without Additional Services	\$ 747,020
Additional Services	\$97,093	3.0	Additional Services (Scope Section 4.0)	\$ 97,093
			TOTAL	\$ 844,113

Labor Classification		Hourly Rate
CDM SMITH		
Senior Vice President		\$270.00
Vice President		\$250.00
Principal/Associate		\$240.00
Grade 8 Engineer/Planner		\$195.00
Grade 7 Engineer/Planner		\$185.00
Grade 5 Engineer/Planner		\$160.00
Grade 3 Engineer/Planner		\$150.00
Senior Graphic Designer		\$120.00
Administrative		\$105.00

SUBCONSULTANTS		
Woodard and Curran		
Senior Practice Leader		\$270.00
Technical Leader		\$245.00
Project Manager		\$215.00
Scientist 3		\$160.00
Planner		\$130.00
Assistant Engineer		\$125.00
Administrative		\$105.00

City Works		
Partner		\$220.00
Senior Editor		\$95.00

Paradigm Environmental		
Partner		\$220.00
Engineer		\$135.00

West Coast Civil		
Principal Engineer		\$200.00
Assistant Engineer		\$125.00

Gillham Water Planning and Engineering, Inc.		
Principal		\$225.00

Michael R Welch Consulting		
Principal		\$170.00

NOTE:

Mileage

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

Travel

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

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/100126>).

Subconsultants

All subconsultant costs are reimbursed as a "direct expense" at actual costs (invoice/receipts required).

Rate Adjustment

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 B-

TIME SCHEDULE

TIME SCHEDULE
2020 Long-Range Water Resources Plan and 2020 Urban Water Management Plan

EXHIBIT C

↓ Estimated Notice to Proceed (NTP) = month 1

Task	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	
Task 1. Long-Range Water Resources Plan																												
1.1 Water Demand Forecast (Scope Section 2.2)				●																								
1.2 Water Supplies and Demands (Scope Section 2.3)																												
1.3 Evaluations and Adaptive Management (Scope Section 2.4)																												
1.4 Conclusions and Recommendations (Scope Section 2.5)																												
1.5 Presentations and Responses to Comments (Scope Section 2.6)																												
1.6 Workshops and Meetings (Scope Section 2.7)		①		②					③			④																
1.7 Submittals (Scope Section 2.8)													▲		▲		▲											
Task 2. Urban Water Management Plan																												
2.1 UWMP Requirements (Scope Section 3.1-3.6)																												
2.2 UWMP Evaluations (Scope Section 3.7, 3.8)																												
2.3 Presentations and Responses to Comments (Scope Section 3.9)																												
2.4 Workshops and Meetings (Scope Section 3.10)																				⑤			Ⓟ					
2.5 Submittals (Scope Section 3.11)																						▲	▲	▲			★	

- ① Stakeholder Meetings
- Ⓟ UWMP Public Meeting
- ▲ First Draft
- ▲ Final/Public Draft
- ▲ Final Report and Deliverables
- ★ UWMP Submission
- Deliverables (technical memos, analysis tools, and models)

NOTE: All work must be completed by the Agreement's expiration date stated in Section 2.1.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

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

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

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

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

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

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

- C. **Contract Disclosure Requirements.** Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions.
- III. **Equal Employment Opportunity Outreach Program.** Consultants shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. Consultants shall submit with their proposal a Work Force Report for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).
- A. **Nondiscrimination in Employment.** Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Consultants shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Consultant liable for any discriminatory practice of its subcontractors.
- B. **Work Force Report.** If based on a review of the Work Force Report (Attachment BB) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Consultant will also be required to submit an Equal Employment Opportunity (EEO) Plan to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.
- C. **Equal Employment Opportunity Plan.** If an Equal Employment Opportunity Plan is required, the Program Manager of EOCP will provide a list of plan requirements to Consultant.
- IV. **Small and Local Business Program Requirements.** The City has adopted a Small and Local Business Enterprise (SLBE) program for consultant contracts. SLBE program requirements for consultant contracts are set forth Council Policy 100-10.
- A. **SLBE and ELBE Participation for Contracts Valued Over \$50,000:**
1. For all consultant contracts, the City shall apply a maximum of an additional 12 points for SLBE or ELBE participation, to the proposer's subtotal maximum evaluation points. Additional points will be awarded as follows to achieve the proposer's final maximum evaluation points :
 - a. If the proposer achieves 20% participation, apply 5 points to the proposer's score; or

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

V. Maintaining Participation Levels.

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

VI. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. Certifications.

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

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

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

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

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

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

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

VIII. List of Attachments.

AA. Disclosure of Discrimination Complaints

BB. Work Force Report

CC. Subcontractors List

DISCLOSURE OF DISCRIMINATION COMPLAINTS

As part of its proposal, the 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
Please see attached pages.					

Design Professional Name CDM Smith Inc.

Certified By Thomas C. Falk, PE

Title Client Service Leader



Date 2/27/2019

Signature

USE ADDITIONAL FORMS AS NECESSARY

Disclosure of Discrimination Complaints (Attachment AA) – Additional Page

CDM Smith encourages and requires equal opportunity for its employees and in hiring outside firms to work on projects. As part of CDM Smith’s commitment to diversity and to a workplace free from discrimination, CDM Smith has adopted a Zero Tolerance Discrimination Policy and requires annual mandatory training of all employees. Copies of CDM Smith’s Affirmative Action and Equal Opportunity Policy and Zero Tolerance Discrimination Policy are available upon request.

We can confirm that there has never been a judgment against CDM Smith in discrimination claims or any formal assignment of liability in those matters. CDM Smith regards the summary of discrimination claims as **confidential** business information and expects it to be treated as such.

The information in the table below represents a list of all instances within the past ten (10) years (or since the inception of the firm, if less than ten 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.

Date of Claim	Location	Description of Claim	Litigation Y/N	Status	Remedial Action Taken
2010	Florida	Plaintiff alleges discrimination based on pregnancy and FMLA Retaliation	Y	Jury verdict on favor of CDM Smith – Plaintiff appealed and CDM Smith won at the appellate level.	Not required
2011	Louisiana	Alleged discrimination based upon race and retaliation	N	EEOC issued a Dismissal and Notice of Rights on December 19, 2011	Not required
2011	Unknown	CDM Constructors Inc. received a Notice of Charge of Discrimination from the U.S. EEOC. A former laborer claimed he was discriminated against in violation of Title VII of the Civil Rights Act and the ADEA.	N	The company denied that any discrimination took place, and asserted former employee was terminated for cause. In July 2012 the EEOC dismissed the charge; they were unable to conclude that the information obtained established violations of the statutes. Charges were dismissed and no action was taken.	Not required
2012	Ohio	Allegations of retaliation under FMLA	N	EEOC issued a Dismissal and Notice of Rights on March 18, 2013	Not required
2012	Tennessee	Former employee alleges violation of Title VII of the Civil Rights Act	Y	EEOC issued a Dismissal and Notice of Rights on July 25, 2013- Employee filed a lawsuit in the Eastern District of Tennessee in October 2013 – CDM Smith is defending the case	Not required
2012	Tennessee	Former employee alleges violation of Title VII of the Civil Rights Act and ADEA	N	EEOC issued a Dismissal and Notice of Rights on June 18, 2012	Not required
2013	Massachusetts	Plaintiff alleges discrimination and retaliation based on national origin, religion and disability.	N	Position statement filed in answer to charge, awaiting hearing date.	Not required

Date of Claim	Location	Description of Claim	Litigation Y/N	Status	Remedial Action Taken
2013	Colorado	Former employee alleges discrimination based upon age, gender and national origin	N	EEOC issued a No Probable Cause Determination.	Not required
2013	Washington DC	Alleged discrimination based upon race, age and national origin	N	CDM Smith has filed its response to EEOC denying all charges and awaits EEOC decision	Not required
2014	Massachusetts	Plaintiff alleges failure to provide adequate space to express breastmilk and discrimination based upon a status as a new mother	N	MCAD dismissed this case under a finding of no probable cause.	Not required
2014	Washington DC	Employee alleges discrimination under ADA in the form of retaliations	N	CDM Smith has submitted its response to EEOC and awaits EEOC decision	Not required
2013	Massachusetts	Alleged discrimination based upon race, religion, national origin and retaliation	N	EEOC issued a Dismissal and Notice of Rights	Not Required
2015	Texas	Alleged discrimination based upon disability and perceived disability, and retaliation	N	EEOC issued a Dismissal and Notice of Rights	Not Required
2015	Texas	Alleged discrimination based upon race, and retaliation	N	Settled. Claim Dismissed	Not Required
2016	Massachusetts	Alleged discrimination based upon age, national origin and disability	N	MCAD dismissed this case under a finding of no probable cause.	Not Required
2016	Massachusetts	Alleged discrimination based upon age.	N	MCAD dismissed this case under a finding of no probable cause.	Not Required



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: CDM Smith Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 75 State Street, Suite 701

City: Boston County: Suffolk State: MA Zip: 02109

Telephone Number: (617) 452-6000 Fax Number: (617) 345-3901

Name of Company CEO: Timothy Wall

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

Address: 703 Palomar Airport Road, Suite 300

City: Carlsbad County: San Diego State: CA Zip: 92011

Telephone Number: 760-710-4668 Fax Number: 760-438-7411 Email: falktc@cdmsmith.com

Type of Business: Corporation Type of License: Engineering/Contractor Class A, C10, and B

The Company has appointed: Carlos Echalar, Chief Human Resource Officer

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: 75 State Street, Suite 701, Boston, MA 02109

Telephone Number: (617) 452-6099 Fax Number: 617-345-3901 Email: echalarcs@cdmsmith.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 CDM Smith Inc. (Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 27th day of February, 2019

(Authorized Signature)

Tom Falk, Client Service Leader

(Print Authorized Signature Name)

NAME OF FIRM: DATE: CDM Smith Inc.

OFFICE(S) or BRANCH(ES): 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					1					8	8	
Professional			1	2	2	1					6	6		
A&E, Science, Computer														
Technical			1											
Sales														
Administrative Support											2			
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1		2	2	2	2					14	16		
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Grand Total All Employees 39

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM: DATE: CDM Smith Inc.

OFFICE(S) or BRANCH(ES): Los Angeles

COUNTY: Los Angeles

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
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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		1						6	2		
Professional			2	1	2	3					4	3		
A&E, Science, Computer														
Technical											1			
Sales														
Administrative Support												1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column			3	1	3	3					11	6		
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Grand Total All Employees	27
---------------------------	----

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

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

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 Report¹. 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 county². 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^{1,3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

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

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

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

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. Consultants must also list participation by any MBE, WBE, DBE, DBVE and OBE firms. However, no additional points will be awarded for participation by these firms, except that DVBEs that are certified by the City as local businesses shall 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**
Woodard & Curran 10509 Vista Sorrento Parkway, Suite 205, San Diego, CA 92121	Urban Water Management Plan	25%		
Paradigm Environmental, Inc. 9320 Chesapeake Drive, Suite 100 San Diego, CA 92123	Stormwater Management	4%	SLBE	City of San Diego
CityWorks People + Places, Inc. 110 West A, Suite 600 San Diego, CA 92101	Facilitation and Editing	10%	SLBE/DBE	City of San Diego and Caltrans
Gillingham Water Planning and Engineering, Inc. 492 Santa Dominga, Solana Beach, CA 92075	Regulations/Permitting	6%	ELBE	City of San Diego
Michael R. Welch, PhD, PE 2735 San Clemente Terrace, San Diego, CA 92122-4030	Groundwater	1%	ELBE	City of San Diego
West Coast Civil 10650 Treena Street, Suite 104, San Diego, CA 92131	Engineering Planning Support for UWMP and LRWRP	4%	ELBE/MBE	City of San Diego and Caltrans

List of Abbreviations:

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

* Listed for informational purposes only.

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

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): Deputy Director:		3b. Project Manager (name, address, phone & email address): Phone: () Email:	

Section II SPECIFIC RATINGS

PERFORMANCE EVALUATION	EXCELLENT	SATISFACTORY	UN-SATISFACTORY	N/A
	1. Quality of Report, Study, Plans, Specifications, etc. [Deliverables] of Scope as noted:			
• 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"/>
2. Ability to adhere to contract schedule, budget, and overall timely responses as noted:				
• 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"/>
3. Ability to manage project team, Subconsultants, and coordinate with City staff as noted:				
• 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
4. Ability to manage responsibilities in the regulatory/approval process as noted:				
• 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"/>
5. Quality of Construction/Design Support as noted:				
• 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 <input type="checkbox"/>	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
5. AUTHORIZING SIGNATURES			
5a. Project Manager _____	Name	Signature	Date
5b. Deputy Director _____	Name	Signature	Date
5c. Provided to Consultant _____	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:

Request for Proposal for Planning Services for City of San Diego

2020 Long Range Water Resources Plan and 2020 Urban Water Management Plan for the Public Utilities Department

Contract Number: H187004

B. BIDDER PROPOSER INFORMATION

CDM Smith Inc.

Legal Name		DBA	
703 Palomar Airport Road, Suite 300	Carlsbad	CA	92009
Street Address	City	State	Zip
Thomas Falk, Client Service Leader	760-710-4668	760-438-7411	
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.

Ralph Eberts	Sales Leader / Vice President
Name Concord, CA	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Less than 1% in CDM Smith, Inc.	
Interest in the transaction	

Thomas Falk	Client Service Leader
Name San Diego, CA	Title/
City and State of Residence	Employer (if different than Bidder/Proposer)
Less than 1% in CDM Smith, Inc.	
Interest in the transaction	

Dan Rodrigo	Project Technical Leader / Vice President
Name Los Angeles, CA	Title/
City and State of Residence	Employer (if different than Bidder/Proposer)
Less than 1% in CDM Smith, Inc.	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
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 ^{12/29/1970}
Date incorporated: mm/dd/yyyy State of incorporation: MA

List corporation's current officers:

President: Timothy Wall, Chairman, CEO

Vice Pres.: Anthony Bouchard, President and COO

Secretary: Thierry Desmaris, Executive Vice President, Finance

Treasurer: Julia Forgas, Executive Vice President, Marketing/Communications
Eric Hartman, 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: Bank of America

Point of Contact: Thomas Brennan, SVP

Address: 100 Federal Street, Boston, MA 02110

Phone Number: 617-434-4512

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: Metro Vancouver (BC, Canada) | Comprehensive Regional Water System Plan

Contact Name and Phone Number: Brent Burton, Planning Manager (604) 451-6572

Contact Email: brent.burton@metrovancover.org

Address: 4330 Kingsway, Burnaby, BC V5H 4G8

Contract Date: 2016-2018

Contract Amount: \$1,000,000 (Canadian)

Requirements of Contract: Water demand forecasting, evaluation of supply and transmission options, climate change and resiliency planning, decision support, seismic evaluations

Company Name: Municipal Water District of Orange County | Water Reliability Study

Contact Name and Phone Number: Karl Seckel, Assitant General Manager (714) 593-5024

Contact Email: kseckel@mwdoc.com

Address: 18700 Ward Street, Fountain Valley, CA 92708

Contract Date: 2015-2016

Contract Amount: \$550,000

Requirements of Contract: Water demand forecasting, climate change analysis, imported water reliability, scenario planning, evaluation of supply options

EXHIBIT F

Company Name: Upper San Gabriel Valley Municipal Water District | Integrated Water Resources Plan and Model Development

Contact Name and Phone Number: Shane Chapman, Assistant General Manager of MWD (formerly GM of Upper District)

Contact Email: schapman@mwdh2o.com

Address: P.O. Box 54153, Los Angeles, CA 90054

Contract Date: 2015-2016

Contract Amount: \$580,000

Requirements of Contract: Water demand forecasting, climate change analysis, imported water reliability, scenario planning, evaluation of supply options, integrated systems model

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: See Attachment A for Subconsultant Information

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 04/05/2016
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.

Thomas C. Falk, Client Service Leader
Name and Title


Signature

11/20/2019
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 Subcontractor(s)

Company Name	Contact Name and Information	Portions of Work Assigned to Subcontractor *	City of San Diego SLBE/ELBE Registration	Effective Dates
Woodard & Curran	Rosalyn Prickett Phone: Email: 10509 Vista Sorrento Pky, Suite 2015 San Diego, CA 92121	Planning Support for Urban Water Management Plan	OBE n/a	n/a
Paradigm Environmental, Inc.	Stephen Carter 619-564-6906 steve.carter@paradigmh2o.com 9320 Chesapeake Dr. Suite 100 San Diego, CA 92123	Stormwater Management	SLBE 14PE1196	11/9/17- 11/9/19
City Works People + Places, Inc.	Catherine Smith 619-238-9091, ext 112 catherine.smith@cityworks.biz 110 West A, Suite 600 San Diego, CA 92101	Technical Editing	SLBE/DBE 14CW1193	12/8/16- 12/8/18
Michael Welch DBA Consulting Engineer	Michael Welch 858-625-0167 mwelch1@san.rr.com 2735 San Clemente Terrace San Diego, CA 92122	Regulatory Advisor	ELBE 14MC1143	8/18/16- 8/18/18
Gillingham Water Planning and Engineering, Inc. DBA Gillingham Water	Doug Gillingham 858-925-7370 doug@gillingham-water.com 492 Santa Dominga Solana Beach, CA 92075	Groundwater	ELBE 14GW1029	1/3/18 - 1/3/2020
West Coast Civil	Kyle McCarty 619-518-3109 kyle@westcoastcivil.com 10650 Treena St., Ste. 104 San Diego, CA 92131	Planning Support for Urban Water Management Plan	ELBE/MBE 14AG1135	7/22/16- 7/22/18


* Subject to project needs and scope authorizations

K. Statement of Available Equipment
CDM Smith offices are fully equipped with the technology, equipment, and resources necessary to conduct business and successfully complete this project (computers, servers, printers, copiers, etc.).

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 a

Thomas C. Falk, Client Service Leader

 Print Name, Title



 Signature

11/20/2019

 Date

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: City of San Diego Public Utilities Department
2. Name of Specific Consultant & Company: CDM-Smith Inc.
3. Address, City, State, ZIP: 703 Palomar Airport Road , Suite 300, Carlsbad, CA 92011
4. Project Title (as shown on 1472, "Request for Council Action"): 2020 Long-Range Water Resources Plan and 2020 Urban Water Management Plan
5. Consultant Duties for Project: Professional planning services and water resource consulting related to the preparation of the 2020 Long-Range Water Resources Plan and 2020 Urban Water Management Plan for the City of San Diego (UWMP).

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

Blank lines for listing specific economic interests.

By: Rania Amen, Assistant Director
[Name/Title]*

3/6/19
[Date]

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

STAM # 102 10/8/19

(R-2019-642)

RESOLUTION NUMBER R- 312690

DATE OF FINAL PASSAGE OCT 10 2019

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE AGREEMENT WITH CDM SMITH INC. FOR PREPARATION OF THE 2020 LONG RANGE WATER RESOURCES PLAN AND 2020 URBAN WATER MANAGEMENT PLAN (H187004).

WHEREAS, the 2020 Long-Range Water Resources Plan (LRWRP) is a high-level strategy document completed every ten (10) years that provides information to decision-makers regarding opportunities for future water resource planning, with a long-range viewpoint through which the Plan integrates updates, new information, ideas related to water supply management, compliance with the City’s Climate Action Plan, and potential water supply vulnerabilities; and

WHEREAS, the 2020 Urban Water Management Plan (H187004) (2020 UWMP) is a mandatory reporting and forecasting document submitted to the California Department of Water Resources and is the foundational document for compliance with SB 610 & SB 221 and is also mandatory for receipt of any water grants or loans from the State; and

WHEREAS, on February 15, 2018, the City of San Diego (City) Public Utilities Department (PUD) issued a Request for Proposals (RFP) for the 2020 Long-Range Water Resources Plan and 2020 Urban Water Management Plan (H187004) (2020 Plans) through advertising on PlanetBids, and CDM Smith Inc. (Consultant), was selected based on a competitive selection and procurement process completed in accordance with City Council Policy 300-07 and the City’s Administrative Regulation 25.60; and

WHEREAS, the Consultant will serve as an external industry expert and will research, develop, and prepare both 2020 Plans according to the terms and conditions in the Agreement between the Consultant and the City; NOW, THEREFORE,

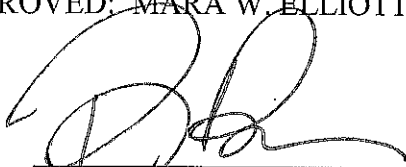
BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the Mayor, or his designee, is authorized to execute, for and on behalf of the City, an agreement with CDM Smith Inc., to prepare the 2020 Long-Range Water Resources Plan and 2020 Urban Water Management Plan (H187004) in an amount not to exceed \$844,113, for a duration of forty (40) months, under the terms and conditions set forth in the Agreement, on file in the Office of the City Clerk as Document No. RR- 312690

2. That the Chief Financial Officer is authorized to expend an amount not to exceed \$844,113, from the Water Utility Operating Fund 700011, for the purpose of funding the agreement with CDM Smith Inc., contingent upon adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

APPROVED: MARA W. ELLIOTT, City Attorney

By



Raymond C. Palmucci
Deputy City Attorney

RCP:cw
05/22/19
Or.Dept: Public Utilities
CC No.: 3000012134
Doc. No.: 2005828

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego,
at its meeting of OCT 08 2019.

ELIZABETH S. MALAND
City Clerk

By *Zenda Iruen*
Deputy City Clerk

Approved: 10/9/19
(date)

Kevin L. Faulconer
KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000012134
 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	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

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

Not to Exceed: \$844,113.00

Vendor: CDM Smith Inc.

Purpose: For San Diego's Preparation of the 2020 long-Range Water Resources Plan and Urban Water Management Plan (H187004)

Date: April 11 th, 2019 By: Holly Hernandez

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
01	700011			OTHR-00000000-WU	512059	2000	2000141212		\$844,113.00
TOTAL AMOUNT									\$844,113.00

FUND OVERRIDE

CC 3000012134

Passed by the Council of The City of San Diego on OCT 08 2019, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gómez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage OCT 10 2019

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

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

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

By Linda Bruen, Deputy

(Seal)

Office of the City Clerk, San Diego, California

Resolution Number R- 312690

Passed by the Council of The City of San Diego on October 8, 2019, by the following vote:

YEAS: **BRY, CAMPBELL, WARD, MONTGOMERY, KERSEY, CATE, SHERMAN,**

MORENO, GÓMEZ.

NAYS: **NONE.**

NOT PRESENT: **NONE.**

RECUSED: **NONE.**

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: *Linda Irwin*, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. **R-312690**, approved on **October 8, 2019**. The date of final
passage is **October 10, 2019**.

ELIZABETH S. MALAND

City Clerk of the City of San Diego, California

(Seal)

By: *Linda Irwin*, Deputy