

*ORIGINAL*

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
CDM SMITH, INC.  
FOR  
PUD INTEGRATED MASTER PLAN**

**CONTRACT NUMBER: H2125885**

**DOCUMENT NO**

**RC314384**

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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 civil engineering.

**RECITALS**

The City wants to retain the services of a civil engineering firm to provide civil engineering 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, it shall be effective until completion of the Scope of Services or for no more than thirty-two (32) months whichever is the earliest. If required, the duration of this Agreement can be extended up to a maximum of sixty (60) months. Any extensions 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 \$3,781,567. The compensation for the Scope of Services shall not exceed \$3,581,567, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$200,000.

**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 civil engineering 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, and (c) your work, including but not limited to your completed operations performed by you or on your behalf.

**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, 9192 Topaz Way, San Diego, CA 92123, Attn: Jerome Potenciano, Project Manager, and notice to the Consultant shall be addressed to: CDM Smith, Inc., Attn: Jean-Marc Petit, Senior Vice President and Principal-in-Charge, petitjm@cdmsmith.com, 2300 Clayton Road, Suite 950, Concord, CA 94520.

**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 (Principal-In-Charge), Dan Rodrigo (Project Manager), Judy Nishimoto (Project Engineer), Jeff Claus (Task Leader), and Bill Fernandez (Task Leader). 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.

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

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting and through its Mayor, pursuant to Resolution Number R-311384, authorizing such execution, and by the Consultant pursuant to signature authority document

I HEREBY CERTIFY I can legally bind CDM Smith, Inc. and that I have read all of this Agreement, this 29 day of NOVEMBER 2022

By Jean-Marc H. Petit  
JEAN-MARC H. PETIT  
SR. V.P. CDM SMITH

Dated this 30<sup>th</sup> day of November 2022

THE CITY OF SAN DIEGO

By: Cindy Crocker  
Cindy Crocker  
Principal Contract Specialist  
Purchasing & Contracting

I HEREBY APPROVE the form of the foregoing Agreement this 5 day of December 2022

MARA W. ELLIOTT, City Attorney  
By: [Signature]  
Deputy City Attorney

**CONSULTANT AGREEMENT EXHIBITS**

## SCOPE OF SERVICES

### 1.0 BACKGROUND

1.1 Historically, the City of San Diego has prepared separate utility planning documents for each major utility. While this effort has adequately addressed future needs for each utility individually, the City would like a combined master plan that looks at the department's needs holistically, across all utility areas. This combined plan needs to address the potential for impacts of planned changes in one utility area on other utility areas. Examples could include but are certainly not limited to: changes in wastewater strengths from water conservation measures on wastewater conveyance, treatment, recycling, solids handling, and the City's Pure Water Program; effects of potable reuse on reservoir operation and water quality entering water treatment plants; water chemistry changes on pipeline corrosion, and many others. This combined plan should estimate potential changes, analyze the impacts of those changes, and identify specific projects to mitigate significant impacts.

1.2 There is a need for additional focus on repair and rehabilitation projects across all utilities, to maximize the useful life of existing infrastructure. Unless otherwise specifically excluded, this Plan will evaluate the entirety of the Public Utilities Department (PUD) utility responsibilities including systems for:

1.2.1 Source water forecasting, collection, storage, and transmission, including groundwater resources and watershed management.

1.2.2 Drinking water treatment, storage, and distribution.

1.2.3 Wastewater recovery, treatment, conveyance, and disposal.

1.2.4 All reclaimed water systems, including treatment and delivery systems.

1.2.5 The City's Pure Water Program.

1.2.6 Solids/residuals management, reuse and/or disposal.

1.3 The Purpose of this Request for Proposal is to select the most qualified consultant that will produce a combined utility master plan covering all the Public Utilities Department utility functions.

### 2.0 OVERVIEW

2.1 The City of San Diego is a major metropolis, ranked the eighth largest city by population in the United States and the second largest city in California. The City's total population is over 1.4 million. The City's climate is semiarid with cycles of multi-year droughts. Average rainfall does not provide adequate local water supplies for the City and is supplemented with water imported from outside the region.

## 2.2 WATER SYSTEM

**2.2.1** The City provides water to residents of the City of San Diego as well as to the cities of Del Mar, Coronado and Imperial Beach, primarily from two water sources: (1) local supplies, which provide on average 10 - 15% of water needs, and (2) the San Diego County Water Authority (CWA), which provides 85 - 90% of water needs.

**2.2.2** The City's Water System extends over 404 square miles, with average (FY15- FY19) potable water deliveries of approximately 180,000 acre-feet (AF) per year.

PUD's extensive Raw Water System includes nine (9) surface water reservoirs, dams, outlet works/outlet towers, three (3) valve control facilities, conveyance facilities (San Vicente, San Vicente Bypass, Sutherland, El Monte, El Capitan pipelines and Dulzura Conduit), two (2) groundwater production wells, and one (1) oxygenation facility. The surface water reservoirs capture local runoff from rainfall and store purchased imported water for delivery to the City's three (3) water treatment plants. This system also serves as the water supply during CWA's raw water aqueduct planned or emergency shutdowns and maintains emergency storage supplies.

**2.2.3** The City's raw water system also includes management of over 42,000 acres of lands which are managed for source water and natural resource protection.

**2.2.4** The City operates the Alvarado Water Treatment Plant, Miramar Water Treatment Plant, and Otay Water Treatment Plant, with a combined rated capacity of 378 million gallons per day ("mgd") through which potable water is supplied. Supplemental treated supplies from CWA are used to help operate the distribution system reliably and efficiently.

**2.2.5** The City maintains and operates 29 treated water storage facilities, including steel tanks, standpipes, concrete tanks, and rectangular concrete reservoirs. These water storage facilities are used to regulate system pressure, provide peaking and emergency supply, and provide level control of pump stations.

**2.2.6** The Water System consists of approximately 3,300 miles of transmission and distribution pipelines, including transmission lines up to 84 inches in diameter and distribution lines as small as four (4) inches in diameter. Transmission lines are pipelines with larger diameters that convey raw water to the water treatment plants and convey treated water from the water treatment plants to the treated water storage facilities. Distribution lines are pipelines with smaller diameters that directly service the retail users connected to a meter.

**2.2.7** The City maintains and operates 49 water pump stations that deliver treated water from the water treatment plants to over 282,000 metered service

connections in approximately 130 different pressure zones via 384 pressure regulating stations.

## 2.3 WASTERWATER SYSTEM

**2.3.1** The City owns and operates wastewater treatment plants that serve the City as well as other agencies of other cities and districts outside San Diego City boundaries (Participating Agencies). The Wastewater System serves over 2.2 million customers by providing wastewater collection, treatment, and disposal services. The Wastewater System processes an average of 150 million gallons of sewage daily via a vast network of facilities which include an extensive collection system, regional wastewater treatment plants, cogeneration plants, and abiosolids processing center.

The Wastewater System is comprised of two (2) sub-systems, the Municipal ("Muni") Sub-System and the Metropolitan ("Metro") Sub-System. The Muni Sub-System is a municipal sewage collection system for the City's residents and consists of all elements required for the collection and conveyance of wastewater generated by the service area, which currently consists of more than 275,000 accounts. The Metro Sub-System is a regional sewage treatment and disposal system that serves the City and twelve other Participating Agencies near the City. The Wastewater System covers approximately 450 square miles, including most of the City, and stretches from Del Mar and Poway to the north, Alpine and Lakeside to the east, and San Ysidro to the south. The communities and agencies served by the Wastewater System form the third largest metropolitan area in the State, surpassed only by the Los Angeles and San Francisco metropolitan areas. The Point Loma Wastewater Treatment Plant serves as a regional treatment facility handling sanitary waste from both Muni Sub-System and Metro Sub-System customers. Additionally, the Wastewater System operates and maintains water reclamation plants, cogeneration plants and a solids management facility.

**2.3.2** The Point Loma Wastewater Treatment Plant is the principal treatment facility in the Metropolitan Sub-System, with a permitted treatment capacity of 240 mgd flow with 432 mgd peak wet weather flow. During Fiscal Year 2015, the Point Loma Plant had an average daily flow rate of 135 mgd, including return flows from the North City Plant, centrate from the Metropolitan Biosolids Center, and sludge from the South Bay Plant. The wastewater treatment process currently employed at the Point Loma Plant consists of advanced chemical primary treatment. Dewatering of sludge is provided at the Metropolitan Biosolids Center. The Metro system also includes the Point Loma Outfall, South Bay Water Reclamation Plant, South Bay Outfall, North City Water Reclamation Plant, Metropolitan Biosolids Center, several large pump stations, and major sewer interceptors.

**2.3.3** The City operates and maintains a total of 81 pump stations, including eight (8) large and 73 smaller facilities. Four (4) of the large pump stations service the Metropolitan Sub-System, which include Pump Station No.1 and Pump Station No. 2, the Grove Avenue Pump Station, and the Otay River Pump Station.



2.3.4 The Municipal Sub-System consists of approximately 3,000 miles of trunk sewers and collector mains, 73 smaller sewer pump stations, and four (4) large pump stations, including East Mission Gorge Pump Station, Sewage Pump Station No. 64, Sewage Pump Station No. 65, and Penasquitos Pump Station, serving approximately 274,000 accounts with connections to the sanitary sewer system. Approximately 84% of these connections are from accounts relating to single family dwellings, 10% are from accounts relating to multifamily dwellings and the remaining 6% are from accounts relating to commercial and industrial customers. On average, these accounts generate 99 mgd of wastewater which is conveyed by the Municipal Sub-System to the Metropolitan Sub-System for treatment and disposal.

**2.4 RECYCLED SYSTEM**

2.4.1 The City maintains a recycled water system that supplies a portion of the San Diego region. That system is supplied by two (2) water reclamation plants – the North City Water Reclamation Plant (NCWRP) and the South Bay Water Reclamation Plant (SBWRP). The system includes six (6) pump stations, four (4) storage tanks, 12 pressure regulating stations and approximately 120 miles of pipe.

2.4.2 The City supplies recycled water to retail customers and to three (3) wholesale customers: the City of Poway, the Olivenhain Municipal Water District, and the Otay Water District. Recycled water usage is seasonal and is primarily used for irrigation. Customers also use the water for dust suppression or soil compaction at construction sites, in cooling towers, ornamental fountains, and for office building toilet and urinal flushing (dual plumbing).

**2.5 PURE WATER**

2.5.1 The Pure Water Program is a multi-phased water and wastewater capital improvement program that is expected, upon full implementation by the end of calendar year 2035, to create 83 mgd of locally controlled water, which will provide 45% of the City's total potable water needs. Advanced water purification technology will be used to produce potable water from recycled municipal wastewater. The Pure Water Program will divert wastewater upstream of the PointLoma Wastewater Treatment Plant, reduce the amount of treated wastewater discharged through the ocean outfall, and recycle a valuable and limited resource. Phase 1 of the Program includes treatment facilities located at North City Water Reclamation Plant as well as transmission facilities and will deliver purified water to Miramar Reservoir. Phase 1 of the program is expected to be online by March 2025.

**3.0 PROJECT DESCRIPTION**

3.1 The principal focus of the effort will be to ensure the long-term sustainability, reliability and resiliency of all PUD assets, notably existing assets. It is the City's

goal to ensure existing infrastructure is properly maintained, repaired, and rehabilitated to extend its useful life without compromising system risk or reliability. The focus of this contract will be to prepare a comprehensive Integrated Master Plan.

3.2 The Plan will identify areas where current planning efforts for one utility area impact other utility areas in addition to presenting a detailed focus on needed repair, rehabilitation, and renovation projects for existing infrastructure.

3.3 Existing planning reports for PUD utilities have been created at different points in time, some are new, some are currently being updated, and some are several years old. This Integrated Master Plan will incorporate data of various vintages and must be structured to allow ease of updating as new information becomes available. The selected consultant will be expected to be familiar with the body of existing information presently available and underway.

3.4 The Plan will provide a framework for on-going, future planning efforts. The work carried out under this contract will yield the methods, templates, and structures needed to achieve the goals and outcomes listed above.

3.5 The Plan will provide an integrated, holistic review of all utility asset needs and make appropriate, prioritized recommendations on specific projects to support PUD goals.

3.6 As an early project deliverable, the consultant will prioritize assets in need of condition assessments, including preparation of a schedule for ongoing assessments based on asset type, a uniform methodology for comparing condition assessments across different utilities, and a process for including new and updating existing condition assessments. PUD staff will be conducting additional asset condition assessments during Plan preparation. Additional field condition assessments of existing assets are not included in the scope of services.

3.7 The planning horizon extends to the year 2050.

3.8 While identifying and scheduling projects to accommodate future needs is included, a primary focus on extending the useful life of existing utility assets is considered essential to the success of this planning effort. A comprehensive, efficient method of identifying and prioritizing timely maintenance, repair, rehabilitation, and replacement of existing PUD assets is needed.

3.9 The Plan will focus on reducing risk, while maximizing resiliency and sustainability of existing and future assets.

3.10 The Plan will incorporate the latest state-of-the-art tools and processes for planning, managing, maintaining, rehabilitating, and replacing all assets without reliance on processes, tools, software, etc. with no track record in similar applications.

**3.11** The Plan will consider the effects of climate change in all phases of the analysis including, but not limited to:

**3.11.1** Increased storm intensity and flooding risk

**3.11.2** Expectation of extended droughts and temperature extremes

**3.11.3** Sea level rise

**3.11.4** Increased risk of wildland fires

**3.12** The Plan will consider full life cycle costs of constructing, operating, maintaining, and decommissioning assets.

**3.13** The selected consultant will work closely with staff of all relevant PUD divisions to maximize use of institutional knowledge, incorporate existing documents, and work products, and establish systems to allow routine updates and review of project priorities.

**3.14** The Plan will include a comprehensive summary of laws, policies and regulations that affect water and wastewater serving agencies, including any unique to PUD.

**3.15** The Plan will include individual detailed project description sheets for all projects. The sheets will be standardized across utilities and differentiate between major capital projects and projects that are related to operations and maintenance of existing assets in alignment with the PUD budgeting system. The project description sheets should clearly identify the scope of the project, the project need, priority and justification, a reasonable schedule for project completion, the project estimated cost, an evaluation of Operation and Maintenance impacts, alternatives analysis, community or system constraints, and constructability review. The Plan should include an overall final priority ranking of projects.

**3.16** The Plan will include generating new graphics and figures to sufficiently describe and display system assets and interdependencies, and locations of all recommended projects. Mapping and graphics will be produced in GIS format, compatible with existing PUD GIS systems, and at varying scales to provide sufficient detail for the intended purpose.

**3.17** The Plan will make recommendations on system efficiencies and will conclude with a Plan that summarizes the City's most critical initiatives to move forward along with appropriate costs and schedules.

**3.18** The work will include facilitation of meetings, preparation of agendas and meeting minutes, and workshops as required to complete the scoped services.

**3.19** In addition to the services described in this scope of services, the Consultant will also be responsible for general project management services to be performed throughout the project including Quality Control and Quality Assurance of work

products, management oversight, budget tracking and billing, regular progress meetings and written status reports, and frequent meetings between the project managers assigned by the consultant and PUD.

**4.0 SCOPE OF SERVICES**

**4.1 PROJECT MANAGEMENT**

This includes overall management of the contracted effort from the Notice to Proceed to Final acceptance of all work products by the City. This effort will include, but is not limited to:

**4.1.1** Oversight of all staff labor and subconsultant activities.

**4.1.2** Management of project budget and schedule to eliminate cost overruns and schedule delays.

Preparation of regular monthly project reports that detail project status, and any deviations from anticipated schedule and spending plans. The monthly status reports will provide a detailed summary of all work completed in that month, a detailed description of work efforts planned for the next month including expected needs for PUD staff time, and detailed descriptions of efforts to mitigate any deviations from the approved budget and schedule.

**4.1.3** Monthly meetings between the respective PUD and Consultant Project Managers to review progress, schedule, and budget. Meetings shall be coordinated to allow review of draft monthly status reports and draft monthly invoices. Attendance at monthly project coordination meetings with City staff including preparation of agendas, minutes, and action lists.

**4.1.4** Quality Assurance/Quality Control review of all work methods and work products prior to submission to the City.

**4.1.5** Periodic coordination with a City selected and separately funded panel of industry experts (Peer Review Panel) providing independent peer review and recommendations. Approximately six (6) meetings.

**4.1.6** Presentations to City PUD management and other agencies and entities with a planning or financial interest in the recommended projects (IROC, METRO TAC, etc.). Approximately six (6) such presentations, all within San Diego County.

**4.1.7** Executive briefings for City officials at key project milestones. Approximately four (4) executive briefings.

Quarterly workshops with PUD staff to present project status, solicit input, inform on schedule impacts involving PUD staff, and take advantage of significant PUD institutional knowledge. Approximately two (2) similar such workshops with staff per quarter to increase opportunities for attendance and engagement with designated PUD staff.

All presentations will be supported with summary materials specifically prepared for the intended purpose and audience. And sufficient time allowance for question-and-answer exchanges with the audience, including furnishing follow-up material for questions which remain unanswered at the presentation.

4.1.8 All administrative functions such as preparation of monthly invoices with sufficient detail to determine work performed and individual staff level time, in a format approved by the City.

4.1.9 All deliverable products shall include submission of two (2) draft versions, ample schedule allowance for City review, and submission of a final document responding to City comments in electronic versions formatted to City specifications. All submitted materials will be complete, thoroughly reviewed for quality assurance, and meeting PUD standards. In addition to an electronic submission of all deliverable products, ten (10) complete hard copies of all final submittals for task 4.11 and 4.12.

#### 4.2 ORGANIZATION AND ASSIMILATION OF EXISTING INFORMATION

4.2.1 All Data, Reports, Studies, Condition Assessments, Mapping, Models, and other relevant information will be reviewed, categorized, and summarized.

4.2.2 An assessment will be prepared as to the relevance and current applicability of each document for City review. It is expected that the Consultant will identify those portions of existing City documents considered dated and prepare the Integrated Plan using existing information in the individual utility planning documents such that updates are easily incorporated as new information becomes available. The Integrated Master Plan will be based on a common and uniform foundation across the various utilities.

4.2.3 The consultant is expected to become knowledgeable of the contents and applicability of all City provided information and PUD system assets.

#### 4.3 ASSET MANAGEMENT SOFTWARE REVIEW AND PREPARATION OF A MASTER LISTING OF ALL CITY PUD ASSETS

4.3.1 Review major software packages currently in use by the City and compare against other commercially available software packages to track asset conditions and prioritize needed projects. Make recommendations on any suggested changes.

4.3.2 Prepare a master listing of all PUD assets from watershed elements through raw water supply and transmission, treatment, potable water transmission and distribution, water recovery and treatment, reuse, disposal, and residuals management. The listing will be formatted in standard GIS data management software approved by PUD such that the master asset listing can

be easily imported into both existing and potentially new software selected by PUD. The master asset listing shall be delivered electronically in a format approved by PUD.

**4.3.3** Prepare a technical memorandum that summarizes currently used and currently available asset software strengths and weaknesses and recommends improvements and/or changes to PUD's current asset management software and applications, including the estimated cost of conversion should different software be selected.

#### **4.4 STANDARDIZATION OF CONDITION ASSESSMENT PROTOCOLS**

**4.4.1** Review existing City procedures for conducting asset condition assessments, and prepare standard protocols for conducting future condition assessments, in accordance with industry standards and applicable regulations, that allow comparisons across various utilities. To the extent practicable, the standard condition assessment methodology will allow for conducting condition assessments as part of the PUD's regular O&M work schedules.

**4.4.2** The protocol will include a quantitative scoring methodology that can be compared across asset types.

**4.4.3** Review condition assessments already performed and, to the extent possible, convert information contained in those existing assessments into the standardized system.

**4.4.4** Prepare a prioritized list of additional asset condition assessments needed.

**4.4.5** Conducting additional asset condition assessments will be performed by City staff or through other contracts.

**4.4.6** It is expected that Task 4 will be an early contract deliverable product, such that additional condition assessments can be conducted by City staff, or through separate contracting with a third party concurrent with remaining Integrated Master Plan work. The goal is to maximize additional condition assessment efforts by City O&M staff during routine site visits following the new uniform protocols while the remaining work on the Integrated Master Plan is being completed.

#### **4.5 REVIEW AND SUMMARIZE EXISTING AND ANTICIPATED REGULATORY ENVIRONMENT**

**4.5.1** Review and summarize all existing laws, regulations, policies, procedures, permits, agency approval conditions, that currently apply to or affect City PUD utilities, including all reporting requirements.

**4.5.2** Prepare an anticipated schedule for proposed new rules and regulations that may affect the PUD and analyze the potential effects of such proposed changes in the regulatory environment on PUD operations.

4.5.3 Provide a summary of the overall regulatory environment expected and describe how that impacts long range utility planning efforts.

4.5.4 Review expected short and long-term changes with the PUD staff and incorporate agreed foreseeable changes in the regulatory environment in the Plan.

4.5.5 A technical memorandum will be prepared to summarize the results of this effort.

**4.6 ANALYZE THE EFFECTS OF CLIMATE CHANGE ON CITY PUD ASSETS AND OPERATIONS**

4.6.1 Prepare defensible estimates of the climate change impacts affecting PUD assets expected in 2030, 2040, and at the planning horizon of 2050. An estimate of potential impacts at the year 2100 will be made to inform project decisions at the 2050 planning horizon, and to inform prioritization of facilities planning or maintenance needs. Facilities planning for 2050 should include flexible/adaptable components to accommodate estimated 2100 impacts.

4.6.2 The effects of climate change to PUD assets will be considered in all phases of the Master Plan including but not limited to increased storm intensity and flooding risk, temperature changes, expectation of extended droughts, sea level rise and associated risk of coastal erosion, and increased risk of wildfires.

4.6.3 All efforts associated with review and analysis of climate change impacts and carbon footprints will be coordinated and aligned with the City Climate Action Plan and the City Sustainability Department.

4.6.4 A technical memorandum will be prepared to summarize the results of this effort.

**4.7 ANALYZE FUTURE NEEDS FOR NEW OR RE-SIZED INFRASTRUCTURE**

4.7.1 Conduct a new analysis using existing data to critically evaluate the needs for new or re-sized infrastructure to accommodate future growth, changes in usage or consumptive patterns (including recently observed significant decreases in water demand and other trends), Pure Water impacts to existing infrastructure, new regulatory requirements, climate change, etc. Prepare a plan that identifies specific projects including schedules and cost estimates for each project. Cost estimating will be in accordance with the Association for the Advancement of Cost Engineering (AACE) standards for planning level cost estimates and will include full life cycle costs.

4.7.2 Projects providing new or increased capacity will be coordinated and prioritized such that they are online prior to need and scheduled to flatten peaks in budget requirements.

4.7.3 Projects involving re-sizing or downsizing with changing demand patterns will be analyzed and proposed to allow additional operations flexibility, without compromising reliability during system emergencies.

4.7.4 A technical memorandum will be prepared to summarize the results of this effort.

**4.8 ANALYZE AND PRIORITIZE MAINTENANCE, REPAIR, RENOVATION, REHABILITATION AND REPLACEMENT OF EXISTING ASSETS**

4.8.1 As a principal priority of this Master Planning effort, prepare detailed recommendations of projects and methods to maximize the service life and functional utility of existing PUD assets without compromising service reliability and resiliency

4.8.2 Update existing condition assessment scoring using the new standardized methodology.

4.8.3 Prepare detailed recommendations by asset type with maintenance schedules, including recommending use of tools for generating predictive data on likelihood of asset failure (e.g. remote sensing, temperature and vibration monitoring, power consumption monitoring and analysis, flow monitoring, spill detection, well efficiencies, water quality monitoring, post-mortem failure analysis, pipeline coupon analysis, cathodic protection, etc.)

4.8.4 Recommendations will be prioritized such that implementation of recommendations will achieve maximum value in terms of protection of health and safety, security, regulatory risk reduction, extension of asset life, and long-term minimization of PUD costs.

4.8.5 A technical memorandum will be prepared to summarize the results of this effort.

**4.9 PROJECT INFORMATION SHEETS**

4.9.1 Prepare individual detailed project description sheets for all projects recommended by the Master Plan. The sheets will be standardized across utilities, differentiate between major capital projects, and projects that are related to operations and maintenance of existing assets aligned with the PUD budgeting system.

4.9.2 The project information sheets should clearly identify the scope of the project, the project need, priority and justification, a reasonable schedule for project completion, the project estimated cost, an evaluation of Operation and Maintenance impacts, alternatives analysis, anticipated environmental compliance requirements, community or system constraints, relevant system/project interdependencies and constructability review.

4.9.3 Project Information sheets shall be submitted as a separate deliverable and included in the final Master Plan as an appendix.



**4.10 STANDARDIZED PROJECT PRIORITIZATION SCORING**

**4.10.1** The consultant will provide a standardized prioritization scoring framework for all asset types consistent with existing Council policy and with additional detail relevant for infrastructure projects. The final Master plan report shall include scoring for all projects.

**4.10.2** The prioritization scoring framework and the results of project priority rankings will be submitted as a technical memorandum.

**4.11 PREPARATION OF THE INTEGRATED MASTER PLAN REPORT**

**4.11.1** Prepare a comprehensive Integrated Master Plan Report that incorporates the above-mentioned elements and meets the City's identified goals. Content from technical memorandums will be folded into the final report.

**4.11.2** The Report will include the "early deliverable" information from Task 4 regarding standard condition assessment protocols.

**4.11.3** The Report will include a comprehensive summary of all information generated, and will include:

- an executive summary
- descriptions of the utility systems, including interrelationships and interdependencies
- a description of how the plan addressed all the stated Principal PUD Goals
- a description of the methods and methodologies employed in the analysis of options and projects proposed
- a summary of technical analysis performed, and conclusions supported by that analysis
- summaries of all system modeling performed
- new and/or revised graphics depicting major PUD facilities, service areas, demand projections, climate change impacts, etc.
- a summary of recommended projects including justification for project prioritization
- detailed schedules for project budgeting and execution aligned with PUD fiscal years.

4.11.4 The Final Report will include all standardized condition assessment ranking and conclusions, priority scoring, costs, schedules and previously listed scope deliverables.

4.11.5 Condition Assessment data sheets, individual recommended project information sheets, hydraulic modeling data and other technical information will be separately bound with summary tables and graphics included in the main report. Condition Assessment data and project information sheets and other technical data will be organized by utility.

4.11.6 This report is intended to comprehensively document all aspects of the Scope of Services and provide detailed backup and support for all conclusions and recommendations.

#### 4.12 ABBREVIATED MASTER PLAN SUMMARY REPORT

4.12.1 Prepare a condensed Final Summary Report that includes an overview of the analysis and conclusions and presents material in a format suitable for elected officials and the general public. Content will be presented in a clear and concise manner with appropriate graphics and visual materials to convey relevant conclusions and overviews of information critical to understanding PUD infrastructure needs.

4.12.2 The Summary Report is anticipated to be the principal document used by most future users and will contain sufficient information to allow reader understanding of the assumptions and analyses and provide reader confidence in the conclusions and recommendations. The Summary Report is expected to be less than 250 pages, or no more than roughly a 1-inch thick document.

#### 4.13 ADDITIONAL SERVICES

4.13.1 Completion of the Integrated PUD Master Plan may require additional tasks and services not specifically identified in Tasks 1-12. 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 additional meetings and field investigations, additional rounds of reviews, additional draft submittals, preparation of additional written materials, extended discussions with City staff to reach consensus on project features and priorities, and expert guidance and support work with documenting subject matter strategies, messaging, and summary topics.

#### 5.0 EXCLUDED SERVICES

5.1 Exclude human resources and organizational issues. PUD management will conduct any needed assessments of staffing needs and organization dynamics.

5.2 With the exception of emergency electrical generation for power interruptions at facilities critical to operations, public safety, and environmental compliance, exclude energy production systems, gas transmission facilities and energy contracting from

the scope of services. PUD anticipates a separate plan being prepared for energy production, transmission, and sale. Data and conclusions from this effort will be integrated into the Master Plan as appropriate.

5.3 Exclude analysis of the City's or the region's future water supply portfolio. It is expected that a separate effort will assess the mix of water supplies [local, imported, recycled, Pure Water] available to the City over the planning horizon of this Integrated Master Plan. It is acknowledged that the future water supply portfolio may influence facility assessments and master planning. City staff will give the consultant direction on this matter.

5.4 While system maintenance is included, system operation is excluded. Preparation of standard and emergency operations procedures, and operations manuals is not included.

5.5 Analysis of City contracting and project delivery methods is not included.

5.6 The Plan will exclude completion of condition assessments for critical facilities. If such services are deemed necessary, the contract will be amended, authorization of additional services will be processed, or a new solicitation will be issued.

5.7 It is expected that the PUD will assemble and manage a panel of industry experts to review the consultant's approach and draft work products. Managing the independent panel is excluded from the consultant's scope other than preparing presentation materials and responding to questions.

## 6.0 **CITY RESPONSIBILITIES**

6.1 Provide information presently available on city infrastructure (maps, applicable CAD/GIS files, planning reports and documents, existing infrastructure condition assessments, data files for City hydraulic models and other documents as needed by the consultant) Consultant is expected to hold proper licenses for City modeling software. PUD uses the following software but not limited to: SAP, AMS Machine Health Manager software, SHARQ, Salesforce (FEWD) scheduling software, Sanitary Sewer Overflow (SSO) software, Water DNV Synergi, Sewer Innovyze InfoWorks.)

6.2 Provide timely responses to inquiries, comments on technical memoranda, and reviews of draft documents.

6.3 Assemble and manage an independent technical review panel.

6.4 Provide access to Division facilities, as necessary.

6.5 Provide executive direction and oversight.

6.6 Be available for meetings, interviews, and tours of facilities.

Table 1 – Summary of Negotiated Project Meetings & Deliverables – City of San Diego PUD Integrated Master Plan Contract Deliverables		
Task 4	Scope Clarifications	Contract Deliverables
<p><b>Task 4.1. Project Management (including Workshops and Meetings)</b></p>	<ul style="list-style-type: none"> <li>a. Technical memorandums will be submitted electronically. City comments on draft technical memorandums will be consolidated into a single document and reviewed by the PUD PM for each TM. Conflicting comments and questions that should be answered by PUD management will be resolved by the PUD PM. All TM(s) will have 2 rounds of drafts to be reviewed by PUD and a final before being incorporated into Task 11.</li> <li>b. As a basis of scoping, the Contract fee includes \$5,000 for printing of final master plan documents produced under Tasks 11 and 12.</li> <li>c. A project kick off meeting shall take place to include a facilitated project chartering session that will build consensus of the IMP objectives and define a decision-making process amongst PUD management. The kickoff meeting shall be 4 hours in duration. After project kickoff, CDM Smith will submit a final project schedule and topics for each workshop and meetings under Subtasks 1.6, 1.7, and 1.9.</li> <li>d. PM meetings, workshops and other meetings will be virtual, unless otherwise requested by PUD and indicated in this scope of services. If in-person meetings are requested, CDM Smith will follow applicable COVID protocols.</li> </ul>	<ul style="list-style-type: none"> <li>1. Draft Invoice format for approval by PUD</li> <li>2. Monthly invoices and status reports</li> <li>3. Final project schedule</li> <li>4. List of workshop dates and topics</li> <li>5. Workshop and meeting agendas, draft and final presentation materials</li> </ul>
<p><b>Task 4.2. Organization and Assimilation of Existing Information</b></p>	<ul style="list-style-type: none"> <li>a. CDM Smith will set up a document exchange platform to facilitate transmittal of large volume of documents. Documents will be organized in a logical and consistent convention (e.g., numbering, name).</li> <li>b. PUD staff will inform and provide a basis for documentation of any post-updates to the PUD documents, change in recommendations, changes in decisions.</li> <li>c. The historical documents provided by PUD will be primary source of information. Where clarifications are</li> </ul>	<ul style="list-style-type: none"> <li>1. Database summary of PUD Documents</li> <li>2. Summary of interviews</li> </ul>

Table 1 – Summary of Negotiated Project Meetings & Deliverables – City of San Diego PUD Integrated Master Plan Contract Deliverables		
Task 4	Scope Clarifications	Contract Deliverables
	<p>needed and/or to collect institutional knowledge that may not be readily documented in past reports, CDM Smith will conduct focused interview session(s) for key PUD personnel, either individually or in small groups. Interviews will be held virtually or in conjunction with site visits or other in-person meetings. The Contract fee includes up to 40 hours for these interviews. CDM Smith will provide a summary of topics or specific questions at least 2 weeks in advance so PUD has time to coordinate and confirm schedules.</p>	
<p><b>Task 4.3. Asset Management Software Review and Preparation of a Master Listing of all City PUD Assets</b></p>	<ul style="list-style-type: none"> <li>a. CDM Smith will make initial recommendations on asset definition for purpose of the IMP for PUD's consideration.</li> <li>b. Software products to be reviewed include (but not limited to) SAP, AMS Machine Health Manager software, SHARQ, Salesforce (FEWD) scheduling software, Sanitary Sewer Overflow (SSO) software, Water DNV Synergi, Sewer Innovyze InfoWorks</li> <li>c. CDM Smith will interview key software users and managers across the organization to discuss how the systems are currently utilized, configured, and integrated and to elicit high-level software requirements. Interviews shall be conducted within a single week period and PUD will facilitate scheduling these discussions.</li> <li>d. Asset data will be provided by PUD in electronic format.</li> <li>e. PUD will indicate which assets should be included and which should be removed because they have been decommissioned/replaced.</li> <li>f. For non-typical assets (land, watersheds, and potentially others), CDM Smith will create an asset definition and include in master list.</li> <li>g. CDM Smith is only making recommended changes to configuring GIS, SAP, or any other software</li> </ul>	<ul style="list-style-type: none"> <li>1. Drafts and Final Asset Software Assessment TM</li> <li>2. Master assets list (electronic only)</li> </ul>

<b>Table 1 – Summary of Negotiated Project Meetings &amp; Deliverables – City of San Diego PUD Integrated Master Plan Contract Deliverables</b>		
<b>Task 4</b>	<b>Scope Clarifications</b>	<b>Contract Deliverables</b>
	products to adhere to the data standards, implementation of recommendations will be PUD's responsibility.	
<b>Task 4.4. Standardization of Condition Assessment Protocols</b>	<ul style="list-style-type: none"> <li>a. As an early project deliverable, CDM Smith will provide a compiled list of existing assets in which there is no or little condition assessment to PUD.</li> <li>b. Based on the completed review of the existing condition data and discussions with PUD staff in Task 2, CDM Smith will draft a recommended strategy for converting the existing condition data to the uniform assessment framework developed in Task 4.1.</li> <li>c. Field work by CDM Smith is not included in this Contract, unless authorized by PUD as part of Task 13.</li> </ul>	<ul style="list-style-type: none"> <li>1. List of assets without condition assessment</li> <li>2. Proposed standard condition assessment framework and strategy</li> <li>3. Master list of condition assessments</li> <li>4. Drafts and Final Standardization of Condition Assessment Protocols TM</li> </ul>
<b>Task 4.5. Review and Summarize Existing and Anticipated Regulatory Environment</b>		<ul style="list-style-type: none"> <li>1. Drafts and final Regulatory Environment TM</li> </ul>
<b>Task 4.6. Analyze the Effects of Climate Change on City PUD Assets and Operations</b>	<ul style="list-style-type: none"> <li>a. CDM Smith will review City's climate risk geographic layers and make recommendations for improved assessment of risks to PUD's assets and operations.</li> <li>b. Based on final set of climate change factors (e.g., sea level rise, wildfires, extreme heat, localized flooding) and intersection of PUD assets, CDM Smith will assess risk to assets and operations. For those assets with highest risk, CDM Smith will identify mitigation.</li> </ul>	<ul style="list-style-type: none"> <li>1. Drafts and final Climate Change Impacts TM</li> </ul>
<b>Task 4.7. Analyze Future Needs for New or Re-Sized Infrastructure</b>		<ul style="list-style-type: none"> <li>1. Drafts and final Infrastructure Future Needs TM</li> </ul>

Table 1 – Summary of Negotiated Project Meetings & Deliverables - City of San Diego PUD Integrated Master Plan Contract Deliverables		
Task 4	Scope Clarifications	Contract Deliverables
<b>Task 4.8. Analyze and Prioritize Maintenance, Repair, Replacement of Existing Assets</b>	<ul style="list-style-type: none"> <li>a. CDM Smith will use a risk-based approach to analyze and prioritize maintenance, repair, and replacement of existing assets.</li> </ul>	1. Drafts and final Prioritization of Existing Assets TM
<b>Task 4.9. Project Information Sheets</b>	<ul style="list-style-type: none"> <li>a. Projects will include capital projects and O&amp;M projects that extend the useful life of existing assets.</li> <li>b. PUD will provide cost data from previous projects and O&amp;M activities that will form the basis for CIP cost estimates.</li> <li>c. Categories of O&amp;M activities that extend/renew the serviceable life of assets can be bundled together in project information sheets.</li> <li>d. As the basis of IMP fee estimate, there may be up to 450 CIP projects and bundled O&amp;M projects focused on extending/renewing the serviceable life of existing assets.</li> </ul>	1. Project Information Sheets
<b>Task 4.10. Standardized Project Prioritization Scoring</b>	<ul style="list-style-type: none"> <li>a. The City Council Policy 800-14 will be the basis for project prioritization scoring, with the potential for consolidation to make the decision analysis framework easier to apply and understand across multiple audiences and policy makers.</li> </ul>	1. Drafts and final Project Priority Ranking TM
<b>Task 4.11. Preparation of the Integrated Master Plan Report</b>	<ul style="list-style-type: none"> <li>a. CDM Smith will develop and deliver to PUD a digital CIP dashboard for ongoing use, using non-proprietary software.</li> <li>b. CDM Smith will provide a 4-hour training session for PUD staff on use and maintenance of digital dashboard.</li> </ul>	<ul style="list-style-type: none"> <li>1. Drafts Integrated Master Plan Report (electronic)</li> <li>2. Final Integrated Master Plan Report (electronic and 10 printed hard copies)</li> <li>3. Digital CIP Dashboard</li> </ul>
<b>Task 4.12. Abbreviated Master Plan Summary Report</b>	<ul style="list-style-type: none"> <li>a. The Summary Report will be formatted for enhanced online viewing using hyperlinks to ease navigation.</li> </ul>	<ul style="list-style-type: none"> <li>1. Drafts Integrated Master Plan Summary Report (electronic)</li> <li>2. Final Integrated Master Plan Summary Report (electronic and 10 printed hard copies)</li> </ul>



COMPENSATION AND FEE SCHEDULE

Subtask #	Task and Subtask Description	Activities / Basis for Cost Explanation	Total Hours	% of Total Hours	CDM Smith Labor Cost	Sub-Consultant Labor Cost	Reimbursable Expenses	Total Task Fee
<b>Task 1 Project Management</b>			<b>2,119</b>	<b>12.4%</b>	<b>\$ 314,226</b>	<b>\$ 152,000</b>	<b>\$ 18,250</b>	<b>\$ 484,476</b>
1.1	Team oversight and coordination	~4 hrs/week for coordination/communication with 6 subconsultants and the PUD team, issue resolution, managing resources, team building	401		\$ 88,252			\$ 88,252
1.2	Monitor budget/schedule	~1 hr/week and 1 hr/month for review of the spending/schedule including review of 6 subconsultant budgets and schedule of activities	111		\$ 24,482			\$ 24,482
1.3	Progress reports & invoices	24 CDM Smith invoices and review/preparing of possibly 100 subconsultant invoices (4.5 hrs/month), progress reports preparation (3.4 hrs/month), update of the schedule, issues log, risk register. Averages approximately 7 hrs/month over the 24-month project duration.	171	6.1%	\$ 37,672			\$ 37,672
1.4	Monthly PM meetings	24 monthly meetings attendance 1 hr per month, 24 meeting agendas and minutes, update action items list, 1.5 hrs/month	63		\$ 13,776			\$ 13,776
1.5	Quality management	all deliverables and communications with PUD receive a PM review. The major technical deliverables (TMs, IMP, dashboards), PM review, technical specialist review of the draft TMs and Integrated Master Plan, 1 internal independent committee review of the project comprised of experts	295		\$ 51,000	\$ 14,000		\$ 65,000
1.6	Peer review meetings (6) - attendance time only	CDM Smith Principal-in-charge and PM, staff at Jacobs and GEI	66	5.9%	\$ 3,444	\$ 11,000		\$ 14,444
1.7	Inter-agency meetings (6) - attendance time only	CDM Smith Principal-in-charge and PM, staff at Jacobs	38		\$ 3,444	\$ 5,000		\$ 8,444
1.8	Executive briefings (4) - attendance time only	CDM Smith Principal-in-charge and PM, staff at Jacobs	33		\$ 2,296	\$ 5,000		\$ 7,296
1.9	Twice quarterly workshops (8) - attendance time only	CDM Smith Principal-in-charge and PM, staff at Jacobs, GEI, Cityworks, PRB	258		\$ 7,864	\$ 49,000		\$ 56,864
1.10	Meeting preparation, presentation ppt, handouts, other materials	This subtask includes CDM Smith and subconsultant time for prep of meetings and workshops in subtasks 1.6, 1.7, 1.8, and 1.9	613		\$ 66,696	\$ 68,000		\$ 134,696
1.11	Contract administration	6 subagreements and maintenance of contracts (~20 hrs), project set up (16 hrs), draft and final work plan (26 hrs), project closeout (8 hrs)	70	0.4%	\$ 15,300			\$ 15,300
1.12	Reimbursable travel	Reimbursable travel costs - budget is reserved for possible in-person mtgs, site visits for mtgs	0	0.0%			\$ 18,250	\$ 18,250
<b>Task 2 Organization and Assimilation of Existing Information</b>			<b>1,031</b>	<b>6.0%</b>	<b>\$ 86,606</b>	<b>\$ 138,200</b>	<b>\$ -</b>	<b>\$ 226,806</b>
2.1	Review and categorize data, reports, studies and condition assessments	433 hrs to summarize and organize data, and 40 hrs each for 2 staff for interviews	513		\$ 52,808	\$ 60,000		\$ 112,808
2.2	Assess relevance and applicability of data	3 Utility specialists assess PUD key planning documents	108		\$ 23,800			\$ 23,800
2.3	Reference database	develop a database for all relevant project information	410	0.0%	\$ 17,000	\$ 78,200		\$ 95,200
<b>Task 3 Asset Management Software Review and Prep of a Master Listing of all City PUD Assets</b>			<b>1,532</b>	<b>0.0%</b>	<b>\$ 160,278</b>	<b>\$ 170,700</b>	<b>\$ -</b>	<b>\$ 330,978</b>
3.1	Review software	50 hrs to collaborate with PUD staff, 250 hours to develop the AM plan, 135 hours for drafts and final TM	435		\$ 95,730			\$ 95,730
3.2	Master list of assets	60 hrs for asset definition, 186 hrs to develop/present asset data standard, 851 hrs to compile and convert asset data	1,097		\$ 70,548	\$ 170,700		\$ 241,248
<b>Task 4 Standardization of Condition Assessment Protocols</b>			<b>1,218</b>	<b>7.1%</b>	<b>\$ 127,354</b>	<b>\$ 140,500</b>	<b>\$ -</b>	<b>\$ 267,854</b>
4.1	Review existing protocols	158 hrs to review existing protocols for all asset types	158		\$ 32,196	\$ 3,500		\$ 34,696
4.2	Scoring methodology	100 hrs to draft proposed method and options, 23 hrs for preparation and discussion with PUD	123		\$ 8,978	\$ 18,000		\$ 26,978
4.3	Update scores	400 hrs to update scores to all assets, 16 hrs to identify gaps in the data, 23 hrs to prepare and present draft results	439		\$ 41,666	\$ 55,000		\$ 96,666
4.4	Prioritize assets condition needs	450 hrs to identify needs, prioritize needs, 10 hrs to prepare and present	460		\$ 36,184	\$ 65,000		\$ 101,184
4.5	Coordinate new condition data	23 hrs to coordinate data needs	23		\$ 5,044			\$ 5,044
4.6	Standardization of condition assessment protocols TM	15 hrs for drafts, responses to comments, and final TM	15		\$ 3,286			\$ 3,286
<b>Task 5 Review and Summarize Existing and Anticipated Regulatory Environment</b>			<b>333</b>	<b>1.9%</b>	<b>\$ 58,334</b>	<b>\$ 15,000</b>	<b>\$ -</b>	<b>\$ 73,334</b>
5.1	Summarize regulations	87 hrs to identify relevant regulations and anticipated changes	87		\$ 12,180	\$ 2,000		\$ 14,180
5.2	Schedule of new regulations	66 hrs to develop a schedule for all the regulations and changes	66		\$ 12,475	\$ 2,000		\$ 14,475
5.3	Summary of regulatory environment	56 hrs to develop summary of regulatory environment	56		\$ 10,349	\$ 2,000		\$ 12,349
5.4	Short & long term changes needed	74 hrs to evaluate and summarize short & long-term changes needed at PUD facilities	74		\$ 14,320	\$ 2,000		\$ 16,320
5.5	Regulatory environment TM		50		\$ 9,000	\$ 2,000		\$ 11,000
<b>Task 6 Analyze the Effects of Climate Change on City PUD Assets and Operations</b>			<b>1,402</b>	<b>8.2%</b>	<b>\$ 66,436</b>	<b>\$ 242,000</b>	<b>\$ -</b>	<b>\$ 308,436</b>
6.1	Estimate of local climate change	140 hrs to evaluate all natural hazards and latest data sources, 38 hours to prepare and present draft findings to PUD	178		\$ 9,174	\$ 30,000		\$ 39,174
6.2	Evaluate impacts to assets	500 hrs to evaluate all at-risk assets and possible timeline, 86 hrs to prepare and present draft findings to PUD	586		\$ 48,948	\$ 80,000		\$ 128,948
6.3	Coordination with other City departments	66 hrs for coordination (meetings, email communication), with other departments	66		\$ 4,278	\$ 10,000		\$ 14,278
6.4	Climate change impacts TM	572 hrs for drafts, responses to comments, and final TM	572		\$ 3,886	\$ 122,000		\$ 125,886
<b>Task 7 Analyze Fibers Needs for New or Re-Sized Infrastructure</b>			<b>1,750</b>	<b>10.2%</b>	<b>\$ 144,966</b>	<b>\$ 240,000</b>	<b>\$ -</b>	<b>\$ 384,966</b>
7.1	Needs analysis	100 hrs summarize current needs and Task 6 impacts, 80 hrs discussion with PUD, 121 hrs present results	301		\$ 16,322	\$ 50,000		\$ 66,322
7.2	Capacity needs	120 hrs to identify capacity of system, 80 hrs to compare and identify needs options, 221 hrs to evaluate and present options	421		\$ 32,696	\$ 60,000		\$ 92,696
7.3	Reduction/downsizing needs	600 hrs to further evaluate reduction/downsizing options, 80 hrs discussion with PUD, 172 hrs to evaluate and present options	853		\$ 67,692	\$ 120,000		\$ 187,692
7.4	Future needs TM	174 hrs for drafts, responses to comments, and final TM	174		\$ 28,246	\$ 10,000		\$ 38,246
<b>Task 8 Analyze and Prioritize Maintenance, Repair, Replacement of Existing Assets</b>			<b>2,501</b>	<b>14.0%</b>	<b>\$ 310,740</b>	<b>\$ 239,400</b>	<b>\$ -</b>	<b>\$ 550,140</b>
8.1	Recommend methods	159 hours to prepare and present options and facilitate discussions with PUD to make decisions	159		\$ -	\$ 35,000		\$ 35,000
8.2	Update condition score	438 hours for updating and adding condition data received post-Task 4	438		\$ -	\$ 96,400		\$ 96,400
8.3	Recommendations by asset type	144 hrs to collect risk factor data, 165 hours for prioritization pilot development, 48 hours to prepare and present the results, 384 hours to apply prioritization to all assets, 88 hours to integrate multi-condition assessment protocols	829		\$ 152,440	\$ 30,000		\$ 182,440
8.4	Prioritization recommendations	200 hours to define vertical risk assessment framework, 740 hours to apply framework	940		\$ 128,800	\$ 78,000		\$ 206,800
8.5	Prioritization of existing assets TM	134 hours for drafts, responses to comments, and final TM	134		\$ 29,500			\$ 29,500
<b>Task 9 Project Information Sheets</b>			<b>1,342</b>	<b>7.4%</b>	<b>\$ 123,930</b>	<b>\$ 171,300</b>	<b>\$ -</b>	<b>\$ 295,230</b>
9.1	Project data inputs	146 hrs for project database and system design, 80 hrs to develop the application, 26 hours to populate the database	252		\$ 55,348			\$ 55,348
9.2	Draft project sheets	810 hrs drafting of project sheets, 105 hrs for coordination, develop missing content	915		\$ 55,080	\$ 146,300		\$ 201,380
9.3	Final project sheets	175 hrs for final editing, addressing comments	175		\$ 13,502	\$ 25,000		\$ 38,502
<b>Task 10 Standardized Project Prioritization Scoring</b>			<b>66</b>	<b>3.6%</b>	<b>\$ 116,338</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ 136,338</b>
10.1	Prioritization framework	66 hrs to develop, present and address comments	66		\$ 14,507			\$ 14,507
10.2	Prioritized project results	554 hrs to do an initial prioritization, review results, refine, rerun, prepare prioritization, address comments	554		\$ 101,831	\$ 20,000		\$ 121,831
<b>Task 11 Preparation of the Integrated Master Plan Report</b>			<b>1,843</b>	<b>10.8%</b>	<b>\$ 286,484</b>	<b>\$ 115,000</b>	<b>\$ 4,000</b>	<b>\$ 405,484</b>
11.1	Incorporate TMs	23 hrs to incorporate TM text and materials in a report format	23		\$ 5,116			\$ 5,116
11.2	condition assessment protocols	8 hrs to incorporate the protocols in the report	8		\$ 1,824			\$ 1,824
11.3	Draft report	804 hrs to prepare the full report, graphics, 200 hrs project schedules and budgets, 178 hrs for resolving issues, coordination with PUD	1,182		\$ 150,064	\$ 110,000		\$ 260,064
11.4	Final report	319 hrs for final editing, address comments, prep for printing, printing costs	319		\$ 61,220	\$ 5,000	\$ 4,000	\$ 70,220
11.5	Data and project sheets	99 hrs for final editing, prep for printing of condition assessment data, PIS's, and other technical information to be included as appendices	99		\$ 21,840			\$ 21,840
11.6	Supporting docs and CIP dashboard	140 hours for dashboard development, 71 hours to prep supporting docs	211		\$ 46,420			\$ 46,420
<b>Task 12 Abbreviated Master Plan Summary Report</b>			<b>507</b>	<b>3.0%</b>	<b>\$ 75,638</b>	<b>\$ 35,000</b>	<b>\$ 1,000</b>	<b>\$ 111,538</b>
12.1	Draft summary report	Summary reports, especially those designed for readership among different stakeholders (e.g., technical, public officials, NGOs, etc) take considerable effort to summarize information in highly graphical and informative ways, our estimate is based on 100 hrs for similar reports 100% of cost in the draft main report	420		\$ 62,315	\$ 30,000		\$ 92,315
12.2	Final summary report	87 hrs for final editing, prep for printing, printing costs	87		\$ 13,220	\$ 5,000	\$ 1,000	\$ 19,220
<b>Task 13 Additional Services</b>			<b>909</b>	<b>5.3%</b>	<b>\$ 150,000</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ 200,000</b>
13.1	as-needed, authorized by PUD		909		\$ 150,000	\$ 50,000		\$ 200,000
<b>TOTALS</b>			<b>17,106</b>		<b>\$ 2,029,217</b>	<b>\$ 1,729,100</b>	<b>\$ 23,250</b>	<b>\$ 3,781,567</b>



# COMPENSATION AND FEE SCHEDULE

# EXHIBIT B

## CDM SMITH, INC. RATES

CDM Smith	Billing Rate* \$/Hour
Senior Vice President/Senior Project Manager	\$304
Vice President/Senior Advisor/Technical Review	\$281
Principal in Charge	\$270
Project Engineer/Project Controls	\$255
Task Leader/Senior Utility Specialist (ASCE Grade VIII)	\$245
Utility Specialist (ASCE Grade VII)	\$225
Engineer / Planner / Mgmt. Professional 6 (ASCE Grade VI)	\$210
Engineer / Planner / Mgmt. Professional 5 (ASCE Grade V)	\$195
Engineer / Planner / Mgmt. Professional 4 (ASCE Grade IV)	\$185
Engineer / Planner / Mgmt. Professional 3 (ASCE Grade III)	\$170
Engineer / Planner / Mgmt. Professional 2 (ASCE Grade II)	\$150
Engineer / Planner / Mgmt. Professional 1 (ASCE Grade I)	\$130
GIS/CAD Specialist	\$120
Administrative/Word Processor	\$110

## SUBCONSULTANT RATES

Jacobs	Billing Rate \$/Hour
Principal Professional 2	\$266
Principal Professional 1	\$231
Senior Engineer 2	\$206
Senior Engineer 1	\$195
Associate Engineer 2	\$183
Associate Engineer 1	\$179
Engineer 2	\$159
Engineer 1	\$130
Staff Engineer / Sr. Designer	\$120
Designer	\$110
Project Assistant / Contract Admin	\$93
GEI	Billing Rate \$/Hour
Senior Consultant – Grade 8	\$299
Senior Professional – Grade 7	\$276
Senior Professional – Grade 6	\$233
Senior Professional – Grade 5	\$205
Project Professional – Grade 4	\$173
Project Professional – Grade 3	\$155
Staff Professional – Grade 2	\$141
Staff Professional – Grade 1	\$128
CADD Drafter/Designer	\$155
Technician	\$115
Administrative Staff	\$105

**COMPENSATION AND FEE SCHEDULE**

**EXHIBIT B**

<b>West Coast Civil</b>	<b>Billing Rate \$/Hour</b>
Principal Engineer	\$215
Senior Engineer	\$200
Project Engineer	\$175
Design Engineer	\$150
CADD/GIS Drafter	\$130
Document Controller	\$110
Engineering Aide	\$100
<b>City Works</b>	<b>Billing Rate \$/Hour</b>
Communications/Design Partner	\$227
Director	\$180
Senior Manager	\$146
Senior Editor	\$125
Senior Graphic Designer	\$102
Graphic Designer	\$98
<b>Balboa Engineering</b>	<b>Billing Rate \$/Hour</b>
Principal Civil Engineer	\$200
<b>Paul Redvers Brown</b>	<b>Billing Rate \$/Hour</b>
Principal	\$290

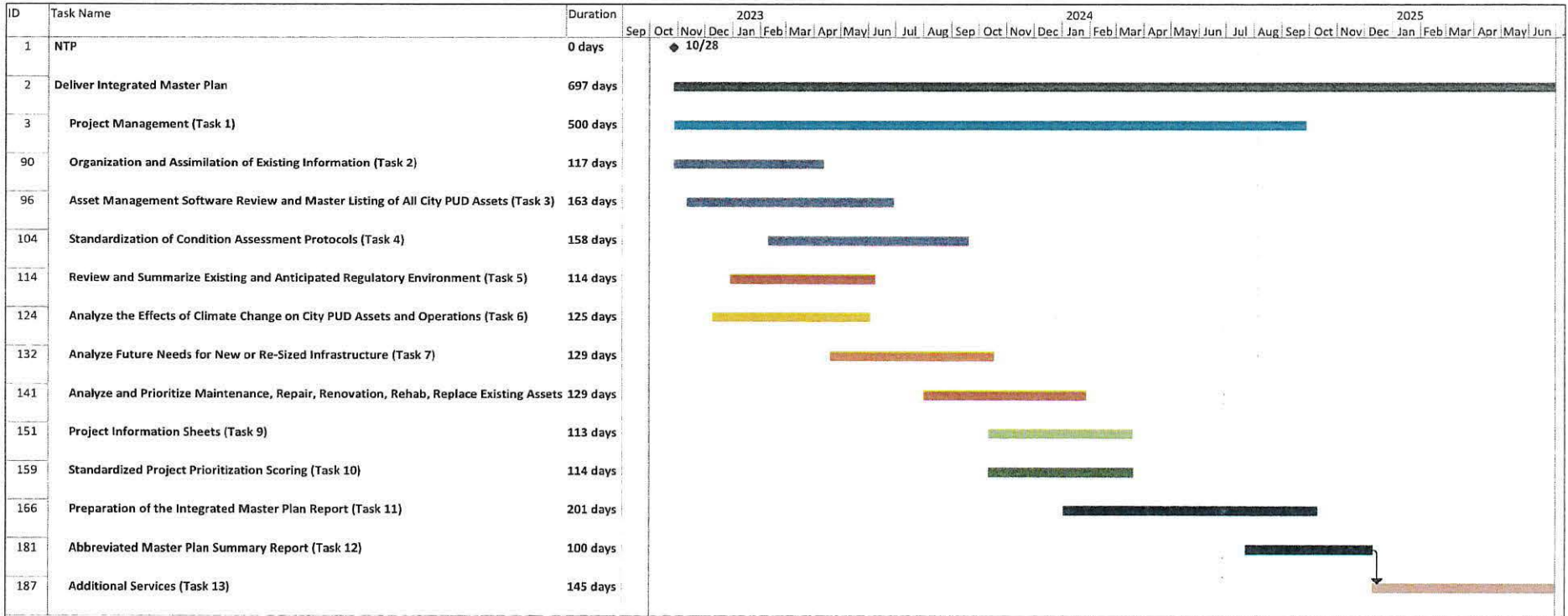
**NOTE:**

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

# TIME SCHEDULE

TIME SCHEDULE

EXHIBIT C



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

**Table 2 – Summary of Negotiated Project Meetings & Workshops**

<b>Workshops</b>	<b>Topic (Related Task)</b>	<b>Month from NTP Date (see Note)</b>
Workshop 1	Goals and Objectives of PUD's asset management program	same month
Workshop 2	Asset Definition	2 months from NTP
Workshop 3	Asset condition data / Regulatory environment / Climate Change Impacts	5 months from NTP
Workshop 4	Vulnerable assets / Risk assessment framework I	10 months from NTP
Workshop 5	Risk assessment framework II	12 months from NTP
Workshop 6	CIP Projects Proposed and O&M Projects / Criteria for Prioritization	14 months from NTP
Workshop 7	CIP Prioritization	16 months from NTP
Workshop 8	Digital Dashboard and MP Summary Report	19 months from NTP

*Note: Workshop schedule will be confirmed through project execution plan, with concurrence of PUD and pending availability of required attendees.*

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

TABLE OF CONTENTS

- I. City’s Equal Opportunity Commitment.....1
- II. Nondiscrimination in Contracting Ordinance .....1
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- VI. Definitions .....4
- VII. Certification.....5
- VIII. List of Attachments.....5
  - AA. Disclosure of Discrimination Complaints .....6
  - BB. Work Force Report.....10
  - CC. Subcontractors List.....11

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

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

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

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

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

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

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

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

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

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

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

1. For all consultant contracts, the City shall apply a maximum of an additional 12 points for SLBE or ELBE participation, to the proposer's subtotal maximum evaluation points.. Additional points will be awarded as follows to achieve the proposer's final maximum evaluation points :
  - a. If the proposer achieves 20% participation, apply 5 points to the proposer's score; or



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

#### V. Maintaining Participation Levels.

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

#### VI. Definitions.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

**VII. Certifications.**

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

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

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

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

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

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

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

**VIII. List of Attachments.**

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

**DISCLOSURE OF DISCRIMINATION COMPLAINTS**

As part of its proposal, the 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 Jean-marc Petit Title Senior Vice President

Jean-marc Petit  
 Name  
Jean-marc Petit  
 Signature

Date Nov. 10, 2022

**USE ADDITIONAL FORMS AS NECESSARY**

### Disclosure of Discrimination Complaints (Attachment AA) – Additional Page

CDM Smith 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
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. The Court granted CDM Smith's motion for summary judgment.	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	Settled. Claim Dismissed	Not required
2013	Colorado	Former employee alleges discrimination based upon age, gender and national origin	N	EEOC Issued a Dismissal and Notice of Rights	Not required
2013	Washington DC	Alleged discrimination based upon race, age and national origin	N	EEOC Issued a Dismissal and Notice of Rights	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 retaliation	N	EEOC Issued a Dismissal and Notice of Rights on November 7, 2018	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

Date of Claim	Location	Description of Claim	Litigation Y/N	Status	Remedial Action Taken
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
2016	Massachusetts	Allegations of discrimination based on disability and national origin.	N	MCAD dismissed this case under a finding of no probable cause.	Not Required
2018	Rhode Island	Plaintiff alleges she was subject to discrimination and harassment on the basis of race, religion, and gender.	N	Settled. Claim Dismissed	Not Required
2018	South Carolina	Former employee alleges she was subject to discrimination and retaliation on the basis of race and disability.	N	EEOC Issued a Dismissal and Notice of Rights	Not Required
2019	California	A former employee of CDM Constructors alleges he was subject to unsafe conditions in the course of his employment, discriminated against, and wrongfully terminated.	Y	Settled. Claim Dismissed	Not Required
2020	South Carolina	Former employee alleges discrimination and retaliation in violation of the ADA, FLSA, FMLA, and Title VII of the Civil Rights Act	Y	Pending	n/a
2020	Massachusetts	Former employee alleges retaliation for participation in Human Resources Investigation.	N	Settled. Claim Dismissed.	Not Required
2020	Texas	Former employee alleged discrimination and retaliation on the bases of race, national origin, and disability.	Y	Settled. Claim Dismissed.	Not Required
2020	New York	Plaintiff alleges violations of ERISA and discrimination based on race	Y	Pending	n/a





### 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: 1808 Aston Avenue, Suite 240

City: Carlsbad County: San Diego State: CA Zip: 92008

Telephone Number: 760-438-7755 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 Resources 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 10 day of NOVEMBER, 2022

Jean-Marc Petit  
(Authorized Signature)

JEAN-MARC PETIT  
(Print Authorized Signature Name)

**ATTACHMENT BB**

WORK FORCE REPORT -- Page 2

CDM Smith Inc.

6/30/2022

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_

Firmwide

COUNTY: \_\_\_\_\_

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

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	3	15	14	19	13	22	2	1	1		20	34	1	2
Professional	14	10	33	12	40	25	1		2		37	25	3	8
A&E, Science, Computer	3	18	64	39	10	56	1	2		1	86	36	5	6
Technical	2	3	28	7	15	4			1		26	38	4	
Sales											1			
Administrative Support	1	10	4	10	2	1					13	60		1
Services														
Crafts			2								5			
Operative Workers			1								6			
Transportation														
Laborers*			14		1		1				6		1	

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

Totals Each Column	73	58	160	87	181	108	5	3	4	1	172	84	14	17
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Grand Total All Employees 3300

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

Disabled			1	1	2						5	2		1
----------	--	--	---	---	---	--	--	--	--	--	---	---	--	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**ATTACHMENT BB**

**WORK FORCE REPORT - Page 2**

CDM Smith

DATE: 6/30/2022

NAME OF FIRM:

OFFICE(S) or BRANCH(ES):

Bellevue, WA

COUNTY:

King

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						4		
Professional					2	1						9	3	
AGE, Science, Computer		1	1	2	7	1						14	15	
Technical												1	1	
Sales														
Administrative Support												1	1	
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column		1	1	2	9	3						29	20	
--------------------	--	---	---	---	---	---	--	--	--	--	--	----	----	--

Grand Total All Employees 65

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



**ATTACHMENT BB**

WORK FORCE REPORT - Page 2

CDM Smith Inc.

NAME OF FIRM:

DATE: 6/30/2022

OFFICE(S) or BRANCH(ES):

Boston, MA

COUNTY:

Suffolk

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		4	2	6	2	8		1			40	36		
Professional			2	2		2					52	48	1	1
A&E, Science, Computer	1	1	3		11	3					111	51		1
Technical	1			2							20	1		
Sales														
Administrative Support					1	1					7	8		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	2	5	7	10	14	14		1			230	144	1	2
--------------------	---	---	---	----	----	----	--	---	--	--	-----	-----	---	---

Grand Total All Employees 430

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

Disabled												2		
----------	--	--	--	--	--	--	--	--	--	--	--	---	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**ATTACHMENT BB**

**WORK FORCE REPORT - Page 2** CDM Smith Inc. DATE: 6/30/2022  
**NAME OF FIRM:** \_\_\_\_\_  
**OFFICE(S) or BRANCH(ES):** Carlsbad, CA **COUNTY:** San Diego

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

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (5) Native Hawaiian or Pacific Islander                 |
| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

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		1						1	4		
Professional												5	3		
A&E, Science, Computer				2	2	1						10	2		1
Technical			1							1			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	1		1	3	2	2				1		16	11		1
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Grand Total All Employees: 38

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

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

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

**ATTACHMENT BB**

WORK FORCE REPORT - Page 2 CDM Smith Inc.

NAME OF FIRM: \_\_\_\_\_ DATE: 6/30/2022

OFFICE(S) or BRANCH(ES): Concord, CA COUNTY: Contra Costa

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												2		
Professional					2	2					4	2	1	
A&E, Science, Computer			1		4	3					8	5		1
Technical											2			
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			1		6	5					14	10	1	1
--------------------	--	--	---	--	---	---	--	--	--	--	----	----	---	---

Grand Total All Employees 38

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**ATTACHMENT BB**

WORK FORCE REPORT - Page 2 CDM Smith Inc.

NAME OF FIRM: \_\_\_\_\_ DATE: 6/30/2022

OFFICE(S) or BRANCH(ES): Fairfax, VA COUNTY: Fairfax

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	4		2	4	6						14	12		
Professional		1		2	2							10	10		
A&E, Science, Computer	2	2		1	4	1						21	10		
Technical			1									1	1		
Sales															
Administrative Support		3											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	10	1	5	10	7						46	34		
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Grand Total All Employees 116

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

Disabled												1			
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Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

**ATTACHMENT BB**

WORK FORCE REPORT -- Page 2 CDM Smith Inc.

NAME OF FIRM: \_\_\_\_\_ DATE: 6/30/2022

OFFICE(S) or BRANCH(ES): Honolulu, HI COUNTY: Honolulu

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

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

Totals Each Column					1	1					2			1
--------------------	--	--	--	--	---	---	--	--	--	--	---	--	--	---

Grand Total All Employees 5

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**ATTACHMENT BB**

**WORK FORCE REPORT - Page 2**      CDM Smith Inc.      DATE: 6/30/2022  
**NAME OF FIRM:** \_\_\_\_\_  
**OFFICE(S) or BRANCH(ES):** Los Angeles, CA      **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
- (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		
Professional		1				2						2	2	
A&E, Science, Computer			2		3	1						11	6	1
Technical			2		1							1	4	
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		1	4		4	3						15	13		1
--------------------	--	---	---	--	---	---	--	--	--	--	--	----	----	--	---

Grand Total All Employees      41

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

Disabled					1									
----------	--	--	--	--	---	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**ATTACHMENT BB**

WORK FORCE REPORT - Page 2 CDM Smith Inc.

NAME OF FIRM: \_\_\_\_\_ DATE: 6/30/2022

OFFICE(S) or BRANCH(ES): Manchester, NH COUNTY: Hillsborough

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						3	2		
Professional												11	1		
A&E, Science, Computer			1			1						19	6		
Technical												1	1		
Sales															
Administrative Support												1	1		
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*															

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

Totals Each Column.			1			2						35	11		
---------------------	--	--	---	--	--	---	--	--	--	--	--	----	----	--	--

Grand Total All Employees 49

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

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

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

**ATTACHMENT BB**

WORK FORCE REPORT -- Page 2 CDM Smith Inc.

NAME OF FIRM: \_\_\_\_\_ DATE: 6/30/2022

OFFICE(S) or BRANCH(ES): Milwaukee, WI COUNTY: Milwaukee

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														
Professional													2	
A&E, Science, Computer											2	1		
Technical														
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												2	4		
--------------------	--	--	--	--	--	--	--	--	--	--	--	---	---	--	--

Grand Total All Employees 6

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

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

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															



**ATTACHMENT BB**

WORK FORCE REPORT -- Page 2 CDM Smith Inc.

NAME OF FIRM: \_\_\_\_\_ DATE: 6/30/2022

OFFICE(S) or BRANCH(ES): Raleigh, NC COUNTY: Wake

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

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												2		
Professional	1				1							14	8	
A&E, Science, Computer	1	1	1	5	1		1					39	11	
Technical	3											7	1	
Sales														
Administrative Support	1												1	
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	6	1	1	6	1	1						62	21	
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Grand Total All Employees 99

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**ATTACHMENT BB**

WORK FORCE REPORT - Page 2

CDM Smith Inc.

NAME OF FIRM:

DATE: 6/30/2022

OFFICE(S) or BRANCH(ES):

Rancho Cucamonga, CA

COUNTY:

San Bernardino

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	5	1			1				4	2		
Professional	1		4	1	6						11	2		
A&E, Science, Computer					2	1					1			
Technical			1		1						2			
Sales														
Administrative Support			1	3								1		
Services														
Crafts			2								5			
Operative Workers											1			
Transportation														
Laborers*			7								2			

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

Totals Each Column	1	1	20	5	9	1	1					26	5		
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Grand Total All Employees 69

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

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

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

**ATTACHMENT BB**

WORK FORCE REPORT -- Page 2

CDM Smith Inc.

NAME OF FIRM:

DATE: 6/30/2022

OFFICE(S) or BRANCH(ES):

Sacramento, CA

COUNTY:

Sacramento

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

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

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

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

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

Totals Each Column		1	1		2	6			1			6	6		1
--------------------	--	---	---	--	---	---	--	--	---	--	--	---	---	--	---

Grand Total All Employees 24

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

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

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

## SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. 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**
Jacobs, 401 B Street, Suite 1560 San Diego, CA 92101	Climate Resiliency, asset management, Pure Water/recycled water/wastewater infrastructure assessments and planning	19%	OBE	N/A
GEI Consultants, Inc., 5901 Priestly Drive, #301, Carlsbad, CA 92008	Dams and Reservoirs - condition assessment protocols and asset management	3%	OBE	N/A
Balboa Engineering, Inc., 14204 Caminito Lazanja, San Diego, CA 92127	Asset management support, condition assessments and protocols, cost data collection	5%	SLBE	City of San Diego
CityWorks People + Places, Inc., 1526 India St., Suite E, San Diego, CA 92101	Report editing, formatting, and production	3%	SLBE/ELBE/DBE	SLBE/ELBE: City of San Diego/MBE: California Department of Transportation (Caltrans)
Paul Redvers Brown Inc., 701 Palomar Airport Road, Suite 300, Carlsbad, CA 92011	Stakeholder Engagement	2%	SLBE/ELBE	SB: CA Department of General Services/SLBE/ELBE: City of San Diego
West Coast Civil, Inc., 9740 Appaloosa Road Suite 200 San Diego, CA 92131	Civil engineering, water/wastewater systems, as-needed planning support	15%	SLBE/MBE	SLBE: City of San Diego/ MBE: California Public Utilities Commission

List of Abbreviations:

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

Section II

SPECIFIC RATINGS Continued

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

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes  No )

Section IV

FINAL RATING

4. OVERALL RATING			
Consultant Rating	Excellent	Satisfactory	Unsatisfactory
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. AUTHORIZING SIGNATURES			
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:**

CONTRACT NUMBER: H2125885  
CDM SMITH, INC.  
PUD INTEGRATED MASTER PLAN

**B. BIDDER PROPOSER INFORMATION**

CDM SMITH, INC.

Legal Name	DBA		
<u>1808 ASTON AVENUE, SUITE 240, CARLSBAD, CA 92008</u>	City	State	Zip
<u>JEAN-MARC PETIT, SENIOR VICE PRESIDENT / SALES LEADER</u>	<u>925-266-7148</u>		
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.

EXHIBIT F

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NAME	TITLE/POSITION
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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

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

Judy Nishimoto	Principal
Name	Title/Position
Carlsbad, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Less than 1% ownership in CDM Smith Inc.	
Interest in the transaction	

Sameet Master	Principal
Name	Title/Position
Bend, OR	
City and State of Residence	Employer (if different than Bidder/Proposer)
Less than 1% ownership in CDM Smith Inc.	
Interest in the transaction	

<u>JEAN-MARC PETIT</u>	<u>SR. VICE PRESIDENT / SALES LEADER</u>
Name	Title/Position
<u>LESS than 1% OWNERSHIP in CDM SMITH INC</u>	
City and State of Residence	Employer (if different than Bidder/Proposer)
<u>CONCORD, CA</u>	
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**

Date incorporated:

12 / 29 / 1970

State of incorporation: Massachusetts

List corporation's current officers:

President: Timothy B. Wall, Chief Executive Officer

Vice Pres.: Anthony B. Bouchard, President and Chief Operating Officer

Secretary: Paul Milligan, Senior Vice President and Assistant General Counsel

Treasurer: Thierry Desmaris, Executive Vice President, Finance  
Chris Campbell, Treasurer

Is your firm a publicly traded corporation?  Yes  No

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

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

**Limited Liability Company**

Date formed: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

State of formation: \_\_\_\_\_

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

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

**EXHIBIT F**

**Partnership**

Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

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

**Sole Proprietorship** Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

**Joint Venture** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

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

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

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

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

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

**EXHIBIT F**

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 F. 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      Please refer to Attachment A

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

**EXHIBIT F**

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      Please refer to Attachment A

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

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

Yes       No

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

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

Yes       No

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

7. Performance References:

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

Company Name: City and County of Honolulu Board of Water Supply

Contact Name and Phone Number: Barry Usagawa, Program Administrator, T: (808) 748-5900

Contact Email: busagawa@hbws.org

Address: 630 South Beretania Street, Honolulu, HI 96843

Contract Date: 2012 - ongoing

Contract Amount: \$22.6M

Requirements of Contract: Water master planning and risk-based condition assessment

Company Name: Naval Facilities Engineering Systems Command (NAVFAC)

Contact Name and Phone Number: Rodney Anderson, UICAP Program Manager, (757) 322-4671

Contact Email: Rodney.d.anderson@navy.mil

Address: 6506 Hampton Blvd., Norfolk, VA 23508

Contract Date: 2011 - ongoing

Contract Amount: \$30M+

Requirements of Contract: Worldwide Asset Management Program & Risk Assessment

**EXHIBIT F**

Company Name: City of Los Angeles, One Water, Los Angeles Sanitation & Environment

Contact Name and Phone Number: Ali Poostl, Division Manager for One Water, LASAN, T: (323) 342-6228

Contact Email: Ali.Poostl@lacity.org

Address: 200 N Spring St, Los Angeles, CA 90012

Contract Date: 2000 - 2008, 2014 - 2018 (multiple phases)

Contract Amount: \$13M

Requirements of Contract: Integrated Resources Plan and CIP

**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

EXHIBIT F

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. *Please refer to attachment A*

Company Name:

Contact Name and Phone Number:

Contact Email:

617-434-4512

Address:

Contract Date:

Sub-Contract Dollar 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. *Please see certifications following attachment A*

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, plotters, printers, copiers, telephones, etc.)*

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 6 / 17 / 2021

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).

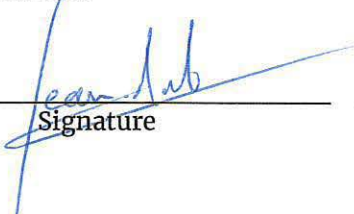
(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(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.

JEAN-MARC PETIT, Sr. V.P.

Name and Title



Signature

11/10/2022

Date

EXHIBIT F

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.

1. Statement of Subcontractors

Company Name	Contact Name & Number	Contact Email	Address	Contract Date *	Sub-Contractor Dollar Amount (approx) †	Requirements of Contracts †	Portion of Work
Balboa Engineering	Matt Dorman, PE, Principal   T: 858-200-5044	<a href="mailto:matt@balboasengineering.com">matt@balboasengineering.com</a>	14204 Caminito Lazanja, San Diego, CA 92127	TBD	5%	TBD	Asset management support, Condition assessments and protocols, cost data collection
CityWorks People + Places, Inc.	Catherine Smith, JD, Communications Partner   T: 619-238-9091 x112	<a href="mailto:Catherine.Smith@cityworks.biz">Catherine.Smith@cityworks.biz</a>	1526 India St. Ste E, San Diego CA 92101	TBD	3%	TBD	Report editing, formatting, and production
GEI Consultants, Inc.	Thomas O. Keller, PE, GE, Vice President   T: 760-795-1972   C: 760-994-7525	<a href="mailto:tkeller@geiconsultants.com">tkeller@geiconsultants.com</a>	5901 Priestly Drive, Suite 301, Carlsbad, CA 92008	TBD	3%	TBD	Dams and Reservoirs - condition assessment protocols and asset management
Jacobs Engineering Group Inc.	Mark B. Elliott, PE, Client Manager   T: 619-272-7283   C: 715-347-4635	<a href="mailto:mark.elliott1@jacobs.com">mark.elliott1@jacobs.com</a>	401 B Street, Suite 1560 San Diego, CA 92101	TBD	19%	TBD	Climate Resiliency, asset management Pure Water/Recycled Water/Wastewater Infrastructure assessments and planning
Paul Redvers Brown, Inc.	Paul R. Brown, AICP, M.ASCE, President   T: 619-520-3928	<a href="mailto:brownpr@paulredversbrown.com">brownpr@paulredversbrown.com</a>	701 Palomar Airport Road, Suite 300, Carlsbad, California 92011	TBD	2%	TBD	Stakeholder engagement
West Coast Civil	Kyle McCarty, PE, MPM, CQM, Principal Engineer   C: 619-518-3109	<a href="mailto:kyle@westcoastcivil.com">kyle@westcoastcivil.com</a>	9740 Appaloosa Road Suite 200 San Diego, CA 92131	TBD	15%	TBD	Civil engineering, w/ww systems, as-needed planning support

\* Pending negotiation of final prime contract.

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

JEAN-MARC PETIT, Sr. V.P.  
 \_\_\_\_\_  
 Print Name, Title

*Jean-Marc Petit*  
 \_\_\_\_\_  
 Signature

11/10/2022  
 \_\_\_\_\_  
 Date



**Question 3**

Because of its size and volume of business, CDM Smith Inc. has occasionally been involved in litigation. In order to avoid time-consuming and costly proceedings, these matters are often resolved via confidential settlement agreement with no admission of liability. There have been no litigation proceedings that could adversely affect the financial position or ability of CDM Smith to perform any of its contractual commitments.

**Question 4**

Because of its size and volume of business, CDM Smith Inc. has occasionally been involved in litigation. There are no pending matters involving contract default. Moreover, there have been no litigation proceedings that could adversely affect the financial position or ability of CDM Smith Inc. to perform its contractual commitments. Below is a list of current matters filed against CDM Smith Inc. by government clients alleging breach of contract or fraud. The Weslaco matter is the only matter involving an allegation of fraud. The matter was initially brought against CDM Smith Inc. subsidiary CDM Constructors Inc. as a result of a payment dispute as described further below. CDM Smith Inc. was added as a defendant months after the initial filing. Both CDM Smith Inc. and CDM Constructors Inc. vehemently deny any allegation of fraud.

Date Filed	Case Name	State	Description
16-Jul-20	Springfield Water and Sewer Commission v. Ludlow Construction Company Inc., CDM Smith Inc., and Tis Nuoval, S.R.L.	MA	Plaintiff alleges deficient services in water treatment plant project.
25-Oct-18	City of Weslaco, Texas, vs. CDM Constructors, Inc., Leonel Julian Lopez, Jr., Richard Quintanilla, CDM Smith Inc., John Cuellar, Arturo C. Cuellar, Briones Consulting and Engineering, Ltd., Rolando H. Briones, Jr., and Lefevre Engineering & Management Consulting LLC	TX	CDM Constructors sought additional payment for delay, and plaintiff is seeking declaratory judgment that such payment is not required. Plaintiff is also alleging fraud against CDM Constructors and CDM Smith to avoid payment. Both CDM Constructors and CDM Smith deny these allegations.
02-Apr-12	The City of Waveland, Mississippi, vs. CDM Smith Inc. et al	MS	Dispute regarding whether pier meets floodplain requirements

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

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

2 California Code of Regulations defines a "consultant" as an individual who, pursuant to a contract with a state or local government agency, either makes a governmental decision or serves in a staff capacity with the state or local government agency and in that capacity participates in making a governmental decision.

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: City of San Diego Public Utilities Department
2. Name of Specific Consultant & Company: Thomas C. Falk falktc@cdmsmith.com
3. Address, City, State, ZIP: 1808 Aston Ave, Suite 240 Carlsbad, CA 92008
4. Project Title (as shown on 1472, "Request for Council Action"): PUD Integrated Master Plan
5. Consultant Duties for Project: Professional planning and consulting services Related to the preparation of the Public Utilities Department Integrated Master Plan for the City of Diego

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 required to file a Statement of Economic Interests with the City Clerk of the City of San Diego 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 interest consultant is required to disclose.]

Blank lines for listing specific economic interests.

By: [Signature] Deputy Director, [Date] 5/24/2022

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

DEFINITION OF "CONSULTANT"

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

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

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

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

#104  
10/11/22

(R-2023-163)

RESOLUTION NUMBER R- **314384**

DATE OF FINAL PASSAGE **OCT 18 2022**

A RESOLUTION OF THE COUNCIL OF THE CITY OF  
SAN DIEGO AUTHORIZING AN AGREEMENT WITH  
CDM SMITH INC. FOR PREPARATION OF THE PUBLIC  
UTILITIES DEPARTMENT INTEGRATED MASTER PLAN  
(H2125885) AND RELATED ACTIONS.

WHEREAS, the City of San Diego Public Utilities Department (PUD) prepares separate utility planning documents for each major utility, and due to significant changes in water needs and additional demands on PUD assets and existing infrastructure, PUD staff desires to use an integrated master plan to provide a holistic approach to address PUD's needs and those of the public; and

WHEREAS, PUD's proposed scope of work for the integrated master plan includes, organization and assimilation of existing information, a master listing of all PUD horizontal and vertical assets, software review and recommended changes, a standardization of condition assessment protocols and criteria, a review and summary of existing and anticipated environmental regulatory requirements, an in depth analysis on the effects of climate change on PUD assets and operations, an analysis of future infrastructure needs, a CIP listing of hundreds of projects to prioritize maintenance, repair, replacement and rehabilitation of existing assets to fit those needs, a standard project prioritization scoring template to be used across all PUD assets, a full integrated master plan report, an abbreviated master plan report, and an interactive dashboard that reflects the findings in the report to be utilized by PUD staff; and

WHEREAS, this action relates to the City of San Diego Strategic Plan Priority Area: Advance Infrastructure, by providing an overarching master plan for future infrastructure projects as well as maintenance guides that will allow the City to prosper with its growing population and demand for water; and

WHEREAS, this action is also related to Strategic Plan Priority Area: Champion Sustainability, by guiding PUD to prepare for climate change and the integrated master plan will allow San Diego to adapt to, recover from, and thrive under changing climate conditions for decades to come; and

WHEREAS, PUD issued a Request for Proposals for the 2050 Integrated Master Plan on May 13, 2021, and CDM Smith Inc., was determined to offer the best value to the City, considering price and other factors; and

WHEREAS, the City and Consultant have negotiated an agreement for a contract amount not to exceed \$3,781,567.00 with a contract term of 32 months, which may be extended up to 60 months if needed to perform all tasks in the scope of work; and

WHEREAS, the Office of the City Attorney has drafted this resolution based on the information provided by City staff, with the understanding that this information is complete, true, and accurate; 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 the Agreement with CDM Smith Inc., to prepare the 2050 Integrated Master plan in an amount not to exceed \$3,781,567.00, for a term of 32 months, as set forth in the Agreement, which once signed by all Parties will be on file in the Office of the City Clerk as Doc. No. RR- **314384**.

2. That the Chief Financial Officer is authorized to expend an amount not to exceed \$3,781,567.00 in total, of which \$869,760.41 is from Fund 700000, Muni Sewer Revenue, \$1,134,470.10 is from Fund 700001, Metro Sewer Utility, and \$1,777,336.49 is from Fund 700011, Water Utility Operating, 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 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     /s/ Raymond C. Palmucci      
Raymond C. Palmucci  
Deputy City Attorney

RCP:cw:sc  
09/26/2022  
Or.Dept: Public Utilities Department  
CC No.: 3000015062  
Doc. No. 3098214

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of OCT 11 2022

ELIZABETH S. MALAND  
City Clerk

By Kristell Medina  
Deputy City Clerk

Approved: 10/18/22  
(date)

Todd Gloria  
TODD GLORIA, Mayor

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

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



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

**CERTIFICATE OF UNALLOTTED BALANCE**

ORIGINATING DEPT. 3000015062  
 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: \_\_\_\_\_ Fund: \_\_\_\_\_

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
001									
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: \_\_\_\_\_ \$3,781,567.00

Vendor: CDM Smith, Inc.

Purpose: Preparation of the Public Utilities Department Integrated Master Plan

Date: August 25, 2022 By: Lizbeth Machuca *Lizbeth Machuca*

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
1	700000	NON-PROGRAM		OTHR-00000000-SU	512059	2000	2000151611	N/A	\$869,760.41
2	700001	NON-PROGRAM		OTHR-00000000-SU	512059	2000	2000151611	N/A	\$1,134,470.10
3	700011	NON-PROGRAM		OTHR-00000000-WU	512059	2000	2000151611	N/A	\$1,777,336.49
TOTAL AMOUNT									\$3,781,567.00

Passed by the Council of The City of San Diego on OCT 11 2022, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery Steppe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage OCT 18 2022.

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

AUTHENTICATED BY:

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

(Seal)

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

By Kupshell Medina, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- **314384**

Passed by the Council of The City of San Diego on October 11, 2022, by the following vote:

**YEAS:** LACAVA, CAMPBELL, WHITBURN, MONTGOMERY STEPPE, VON  
WILPERT, CATE, CAMPILLO, & ELO-RIVERA.

**NAYS:** NONE.

**NOT PRESENT:** MORENO.

**RECUSED:** NONE.

AUTHENTICATED BY:

**TODD GLORIA**

Mayor of The City of San Diego, California

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(Seal)

By: Krystell Medina, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of  
RESOLUTION NO. R-314384 approved on October 11, 2022. The date of final  
passage is October 18, 2022.

**ELIZABETH S. MALAND**

City Clerk of the City of San Diego, California

(Seal)

By: Krystell Medina, Deputy