



**CONTRACT BETWEEN
THE CITY OF SAN DIEGO
AND
National Water Research Institute
FOR Independent Advisory Panel**

CONTRACT

This Contract is entered into by and between the City of San Diego, a municipal corporation (City), and The National Water Research Institute (NWRI) (Contractor).

RECITALS

City needs to form an Independent Advisory Panel (IAP) for expert review of the technical, scientific, regulatory, and policy aspects of the City's Potable Reuse Projects as further described in the Scope of Services (Services), attached hereto as Exhibit A.

Contractor has the expertise, experience, equipment, and personnel necessary to provide the Services and City forces are presently unable to adequately provide the required Services.

City and Contractor (collectively, the Parties) wish to enter into an agreement whereby City will retain Contractor to provide the Services.

Contractor is a Non-Profit Organization under Section 501(c)(3) of the U.S. Internal Revenue Code.

Pursuant to SDMC section 22.3210, the Purchasing Agent has certified that this Contract is exempt from competitive bidding requirements because this Contract furthers a specific public policy, is in the public interest, and does not exceed the threshold set forth in the SDMC.

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Services. Contractor shall provide the Services described in Exhibit A, which is incorporated herein by reference.

1.2 Contract Administrator. The Public Utilities (Department) is the Contract Administrator for this Contract. The Contract Administrator's contact information is as follows:
Margaret Llagas
9192 Topaz Way, San Diego, CA 92123
858-654-4494
mllagas@sandiego.gov

1.3 General Contract Terms and Provisions. This Contract incorporates by reference City's General Contract Terms and Provisions, attached hereto as Exhibit B.

1.4 Submittals Required with the Contract. Contractor is required to submit all forms and information listed in Exhibit C before this Contract is executed.

ARTICLE II DURATION OF CONTRACT

2.1 Contract Term. This Contract shall be for a period of Three Years beginning November 1, 2020 through November 1, 2023. City may, in its sole discretion, extend this Contract for 2 additional 1 year period(s). Unless otherwise terminated, this Contract shall be effective until completion of Services or November 1, 2025 whichever is the earliest. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Contractor for performance of all Services rendered in accordance with this Contract, including reasonably related expenses, in an amount not to exceed \$1,295,626.04 and in accordance with Exhibit D.

3.2 Annual Appropriation of Funds. Contractor acknowledges that the Contract Term may extend over multiple City fiscal years, and Contractor understands and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

**ARTICLE IV
CONTRACT DOCUMENTS**

5.1 Contract Documents. This Contract and the aforementioned exhibits constitute the Contract Documents. The Contract Documents completely describes the Services to be provided.

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

IN WITNESS WHEREOF, this Agreement is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

By: _____

August 25, 2020

Date

CITY OF SAN DIEGO

By: _____

Christiana Gauger
Interim Director
Purchasing and Contracting

Date 8/26/2020

Approved as to form this 26th day of

August, 2020.

MARA W. ELLIOTT, City Attorney

BY: _____

Deputy City Attorney

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICES

FOR

Pure Water San Diego Program Independent Advisory Panel to Review the City of San Diego's Potable Reuse Projects and Studies

1.0 PURPOSE OF THIS SCOPE OF WORK

The purpose of this scope of work is to convene an Independent Advisory Panel (IAP) to review the City's Plan for Potable Reuse. The expert peer review will provide technical and regulatory support regarding health and safety of public water supply, environmental quality, treatment, water quality, and related studies. The IAP will provide additional services on other aspects of the project including the review and evaluation of research studies and treatment information related to potable reuse.

1.1 DESCRIPTION OF THE POTABLE REUSE PROJECT

The City is implementing projects and conducting studies involving the use of purified recycled water to augment the local water supply.

2.0 DESCRIPTION OF THE IAP AND PROCESS

The National Water Research Institute (NWRI) will form the IAP to provide expert peer review of the City's potable reuse with recycled water projects. The IAP will consider findings from the City's studies and other completed or ongoing efforts to develop the most informed recommendations for the City. In addition, the IAP will provide services on other potable reuse project options as needed and review of research studies related to potable reuse.

Over the course of five years, the IAP will meet with City staff and its project team as follows:

- Up to ten in-person IAP meetings held at City facilities (up to two per year, spanning 1 to 2 days each and including all IAP members).

- Up to ten IAP subcommittee meetings held either at City facilities (spanning 1 to 2 days each) or by web-enabled teleconference
- Conference calls or web-enabled conference calls, as needed for planning the IAP meetings.

The IAP is expected to provide the following:

Objective Review. The IAP will provide independent, expert review and evaluation of the feasibility of potable reuse, which may include:

- Overall planning strategy.
- Water quality, including chemical and microbial constituents and constituents of emerging concern.
- Treatment, engineering, and operations.
- Limnology, hydrodynamics, hydrology, the fate and transport of constituents, and others.
- Public health, including toxicology and regulatory criteria considerations.

Expert Advice. The IAP will provide scientific and technical advice by knowledgeable experts in the field.

Direct Support. The IAP will help address challenging questions and requirements that pertain to the project.

Timely Guidance. The role of the IAP is to provide observations and recommendations about the project and its progress in a timely manner.

After each meeting, the IAP will prepare a report summarizing the IAP's comments and recommendations based on the information presented in the meeting.

In addition, City staff and project team members will be able to interact with the IAP outside of meetings, as needed. IAP members and NWRI staff will also be available for project-related meetings or workshops with stakeholders, community members and local or state government representatives.

3.0 PROPOSED IAP Disciplines

The IAP members proposed for this effort are experts in disciplines relevant to potable reuse. The experts will include members of academia and independent consultants with expertise in wastewater treatment, potable water supply, potable reuse regulations, limnology, public health, toxicology, chemistry, microbiology and risk assessment. NWRI will endeavor to select IAP members who will be available through the completion of Pure Water Phase 2 Program in 2035. The State Water Board shall approve the IAP membership, per Title 22 CCR, §60320.330(b).

The IAP will be led by the IAP Chair, who is responsible for the following activities:

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- Guiding the development of meeting materials.
- Moderating IAP meetings.
- Managing the preparation of the IAP reports.
- Engaging in additional project activities or meetings, such as Board Meetings or dialogue with City staff.

4.0 IAP PROCESS

The IAP process will be designed to provide a consistent, thorough, and transparent review of the studies on using purified recycled water for potable reuse. The following tasks will be included in the IAP process:

Task 1: Assemble IAP and Initial Administrative Activities

Within three months from the Notice to Proceed (NTP), NWRI will work with City staff to finalize the IAP members based on the disciplines described in Section 3. In addition, administrative efforts related to the Panel will be covered in this task. Administrative efforts include:

- Determine the IAP Chair based on overall expertise and leadership.
- Develop a list of IAP candidates based on experience and recommendations (including recommendations from IAP Chair) to be reviewed by City staff.
- Determine the availability and commitment of IAP candidates.
- Compile resumes of IAP candidates and submit to City staff for review.
- Select IAP members.
- Gather statements regarding conflicts of interests from IAP members (if necessary) and submit to the City.

Task 2: Develop IAP Charter

The IAP process will be designed to provide an independent, consistent, thorough, and transparent review of San Diego's potable reuse projects, based on the best available science and technology. NWRI will work with City staff and the IAP Chair to develop a written Draft Charter for the IAP. The draft Charter shall be completed within three (3) month from Notice to Proceed. The Charter will define the purposes of the IAP, the boundaries of its work, the desired outcomes, and the general processes whereby the IAP will do its work. The Charter will be broadly applicable over the life of San Diego's IAP. The Charter will be finalized at the first full IAP meeting.

Vision Statement for the IAP: The NWRI IAP for San Diego Pure Water will provide consistent, thorough, and transparent review of San Diego's potable reuse projects, based on the best available science and technology, and focusing on the health and safety of the public water supply.

The Panel's work will be bounded by matters pertaining to the health and safety of the public water supply.

The Panel will focus on San Diego's projects and programs. Statewide or national issues should inform the Panel's work on behalf of San Diego, but the members should not endeavor to use the San Diego Panel as a vehicle to influence statewide or nation-wide issues.

Task 3: Develop IAP Work Plan

For each meeting of the IAP, NWRI will work with City staff and the IAP Chair to develop the work plan for the meeting. This collaborative process will take place throughout the 5-year effort and will include:

- Meeting in-person or via conference call to discuss the initial concepts for the Panel's charge, meeting objectives, and possible outcomes.
- Gathering background materials relevant to the topics of the meeting.
- Developing a draft "work plan" document for the initial review.
- Revising and finalizing the work plan.
- Distributing the "work plan" document to the IAP, as well as any relevant material(s).
- Revisiting the work plan as needed for planning the IAP's review.

Task 4: Plan, Schedule, and Facilitate IAP Meetings

IAP meetings will be held over the course of five years as follows:

- Up to ten in-person IAP meetings held at City facilities (up to two per year, spanning 1 to 2 days each and including all IAP members).
- Up to ten IAP subcommittee meetings held either at City facilities (spanning 1 to 2 days each) or by web-enabled teleconference
- Conference calls or web-enabled conference calls, as needed for planning the IAP meetings.

Meeting attendees may include IAP members, City staff, project team members, NWRI support staff, and invited guests (such as state and local representatives).

Task 4(a): Provide Background Materials to IAP

NWRI will compile background materials and provide copies to the IAP members for review prior to each planned meeting. This process will include:

- Collect appropriate background materials from the project team. Background materials will be developed by City staff and its project team consultants.
- Distribute material to each member of the IAP by email at least two weeks prior to the planned meeting to ensure adequate review time.

Task 4(b): Coordinate IAP Meeting Logistics

1. In-Person IAP Meetings

City staff and NWRI will coordinate in determining hotel, meeting venue, and transportation services for in-person IAP meetings. Specifically, this process may include:

CITY:

- Reserving a meeting space at City facilities or other meeting venue, if necessary, with adequate seating and audiovisual needs for the IAP, NWRI staff, City staff and project team members, and invited guests (such as local and state agency representatives).
- Setting up a site tour related to the project and transportation arrangements (as needed).
- Arrange for other meeting logistics during meetings, such as meals.
- Providing supplies for the meeting, such as photocopies, table tents, writing tablets, pens, and other items.

NWRI:

- Working with the City and IAP members' schedules in selecting the meeting date.
- Arranging travel and shuttle transportation for out-of-town members of the IAP.
- Contracting with a local hotel to accommodate out-of-town members of the IAP.

2. Web-Enabled Meetings and Conference Calls

NWRI will coordinate with the City in selecting the meeting date and determining IAP availability for the web-enabled meeting or conference call. NWRI will also coordinate with the City in setting-up the technology services needed for the web-enabled meeting or conference call.

Task 4(c): Develop IAP Meeting Materials

IAP meeting materials consist of (a) the meeting agenda, (b) technical presentations, and (c) other background materials. Specifically:

- NWRI will develop agendas for each IAP meeting in collaboration with City staff and the IAP Chair to determine the appropriate topics for each meeting. Topics discussed at each IAP meeting will be driven primarily by milestones or key questions related to potable reuse. The agendas will maximize the review time available, as well as address any priority questions and topics.
- City staff and the project team will prepare presentations addressing topics identified in the agenda. Visual aids, handouts, and other materials used to augment the presentations will be provided to the IAP during that time.
- Other meeting materials prepared by the City and other reference materials may be assembled, as needed, for the IAP review.
- For each IAP meeting, NWRI, City staff and Panel Chair will craft the charge specific to the topic to be covered, and a set of questions to be answered.

Task 4(d): Facilitate IAP Meetings

1. In terms of timing:

- In-person IAP meetings are typically held over a 1 to 2-day period. The first day will begin at 8:30 am and conclude at 4:30 pm. If a second day is needed, it will begin at 8:30 am and conclude between noon and 4:00 pm.
- Web-enable IAP meetings and conference calls may span from 1 to 3 hours, depending on the issue at hand.

Note that timing and length of each meeting may vary depending on the scope of the meeting.

2. In terms of responsibilities:

- NWRI will administer the meeting. Duties may include set-up, welcome, attendance sheet, note-taking, editing the IAP report, and other meeting administrative services.
- NWRI will hire a third-party professional facilitator to be approved by the City for each IAP meeting. The facilitator's duties may include establishing meeting ground rules, managing the agenda, keeping schedule, managing participation among those wishing to speak, and other tasks as necessary.
- The IAP Chair will serve as the meeting moderator. Duties may include framing issues to discuss, posing questions for panel input, and keeping a running outline for the IAP report.

Task 5: Prepare IAP Reports

After each IAP meeting, NWRI and the IAP Chair will facilitate the preparation of a report summarizing the IAP's comments and recommendations based on the outcomes of the meetings or conference calls. The IAP report process includes:

- A rough draft of the report outline prepared by the IAP at the meeting and aligned with the meeting workplan.
- The IAP Chair may assign sections of the report to various IAP members.
- In preparing the report, the IAP will consider relevant findings by other concurrent efforts, if any, to develop the most informed recommendations for the City consistent with the meeting workplan.
- IAP members will submit their sections to the IAP Chair and NWRI, who will then compile a draft report.
- The draft report is reviewed and edited by the entire IAP. Panel members will provide comments to their expertise.
- After the draft is approved by the IAP, NWRI will provide a draft version of the report to the City for review prior to being finalized to eliminate any unintended inconsistencies and misrepresentations.
- The target date to transmit the draft meeting report to the City is three to four weeks following the meeting. However, factors such as the complexity of the questions presented to the panel and the number of review cycles needed for the IAP to reach consensus will affect the delivery date.
- The target date to deliver the final meeting report is two weeks after the City gives NWRI any questions or requests for clarification on the draft meeting report. However, factors such as the complexity of the City's response and the number of review cycles needed for the IAP to reach consensus will affect the delivery date.
- Additional support will be provided, as needed, on IAP activities.

Task 6: Additional Services

NWRI will provide additional services through the IAP regarding other potable reuse options, and the review of future research or studies and treatment related to potable reuse. These additional services include, but not limited to:

- Additional IAP meetings, including meeting and travel logistics and the development of the meeting agenda, meeting presentations, and other background materials, as needed.
- Review of reports, technical memoranda, or other interim findings on studies related to the treatment technologies associated with potable reuse.
- Review of other pertinent information related to the proposed project.
- Attend and participate in other related meetings, including public meetings, at the direction of the City.

5.0 DELIVERABLES

The following deliverables will be provided by NWRI to address the tasks listed in Section 4:

- Assemble IAP members.
- Develop IAP Charter.
- For each IAP meeting, develop a work plan describing the IAP's charge, objectives, and desired outcomes.
- Plan, schedule, and facilitate IAP Meetings.
- Provide electronic files of background materials developed by the project team, agendas, handouts, and other necessary resources for each IAP meeting.
- Administer and facilitate the meetings.
- Prepare IAP Reports after each IAP meeting. Each in-person IAP meeting will result in a report prepared by the IAP and NWRI.

NWRI will hire a third-party professional facilitator to administer each IAP meeting. The IAP Chair will serve as the meeting moderator.

6.0 SCHEDULE

A proposed schedule is provided in Table 2:

Table 2. Proposed Schedule for the Tasks

Task	Description	Schedule
1	Assemble IAP	Three months from NTP
2	Develop IAP Charter	Draft Charter three months from NTP Final prior to the first full IAP meeting
3	Develop IAP Work Plan for each meeting	Initiate two months prior to the meeting
4	Plan, Schedule, and Facilitate IAP Meetings	Initiate two months prior to the meeting
4(a)	Provide Background Material to IAP	Two weeks prior to the meeting
4(b)	Coordinate IAP Meeting Logistics	Two weeks prior to the meeting
4(c)	Develop IAP Meeting Materials	Two weeks prior to the meeting
4(d)	Facilitate IAP Meetings	During IAP meeting
5	Prepare IAP Reports	Draft report: Three to four weeks after each IAP meeting. Final report: Two to three weeks after receiving questions or requests for clarification on the draft report from the City.
6	Additional Services	As needed

Tasks 3 and 4(a-d) would be repeated, as needed, for the first meeting and for each subsequent meeting. Conference call/web-enabled conference call would be scheduled in coordination with the City.

7.0 ADDITIONAL SERVICES

Additional services related to potable reuse shall be performed only upon the City's request and shall be approved by the City's Project Manager.

EXHIBIT B
GENERAL CONTRACT TERMS & CONDITIONS



THE CITY OF SAN DIEGO

GENERAL CONTRACT TERMS AND PROVISIONS

APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by 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 performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the 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. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or 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 Contractor to produce, at Contractor’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. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

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.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

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

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor 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. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. 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. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor 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. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor 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 Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor 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 Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to 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.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 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 the subject matter of this Contract, if possible.

11.3 Expenses. 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, 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.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor'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.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. 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 Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

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

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

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

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract 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 Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders 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 Contract.

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

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT C
CITY REQUIRED FORMS

Contractor Standards Pledge of Compliance form

Business Tax Certificate (if applicable)

Insurance Certificates with all endorsements

Taxpayer Identification form W-9 (if not currently on file)

IRS Letter of Non-Profit 501(c) (3) Status

Living Wage Certification form or approved Living Wage Exemption form (if applicable)

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 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/PROPOSAL/SOLICITATION TITLE:

B. BIDDER/PROPOSER INFORMATION:

Legal Name	DBA		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
Yes No

If Yes, use 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: ____/____/____ State of incorporation: _____

List corporation's current officers: President: _____
 Vice Pres: _____
 Secretary: _____
 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:

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?
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 years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
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: _____

Point of Contact: _____

Address: _____

Phone Number: _____

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

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
Yes No

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

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
Yes No

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

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
Yes No

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

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

Yes No

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

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

Yes No

If Yes, use *Pledge of Compliance 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: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

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

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

Yes No

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

I. 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 write "Not Applicable."

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

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? (Circle One) YES NO

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

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

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? (Circle One) YES NO

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

K. STATEMENT OF AVAILABLE EQUIPMENT:

List all necessary equipment to complete the work specified. Use *Pledge of Compliance Attachment "A"* if additional pages are necessary. 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 write "Not Applicable."

Equipment Description: _____

Owned ☐ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned ☐ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned ☐ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

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

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

Complete all questions and sign below.

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 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. 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 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.

Name and Title

Signature

Date

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

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

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto 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.

Print Name, Title

Signature

Date

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

National Water Research Institute

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

Non-Profit 501 (c) (3)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **1**

Exemption from FATCA reporting code (if any) **A**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

18700 Ward Street

6 City, state, and ZIP code

Fountain Valley, CA 92708

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

 - -

or

Employer identification number

3 3 - 0 4 8 1 1 0 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►

[Signature]

Date ►

2/13/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Internal Revenue Service

Department of the Treasury

RECEIVED

Washington, DC 20224

JUL 06 1993

National Water Research Institute
10500 Ellis Avenue
P.O. Box 20865
Fountain Valley, CA 97728-0865

Person to Contact: **Mr. Cuadros** NWRI

Telephone Number: (202) 622-6459

Refer Reply to: E:EO:R:1

Date:

JUN 28 1993

Employer Identification Number: 33-0481107
Key District: Los Angeles
Accounting Period Ending: June 30
Foundation Status Classification: 509(a)(1) and
170(b)(1)(A)(vi)
Form 990 Required: Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in the section(s) above.

If your sources of support, or your purposes, character, or method of operation change, please let your key district know so that office can consider the effect of the change on your exempt status and foundation status. In the case of an amended document or bylaws, please send a copy of the amended document or bylaws to your key district. Also, you should inform your key District Director of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are

National Water Research Institute

not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key District Director.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522.

Donors (including private foundations) may rely on this ruling unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your 509(a) status as shown above, donors (other than private foundations) may not rely on the classification shown above if they were in part responsible for, or were aware of, the act that resulted in your loss of such status, or they acquired knowledge that the Internal Revenue Service had given notice that you would be removed from that classification. Private foundations may rely on the classification as long as you were not directly or indirectly controlled by them or by disqualified persons with respect to them. However, private foundations may not rely on the classification shown above if they acquired knowledge that the Internal Revenue Service had given notice that you would be removed from that classification.

If your organization conducts fund-raising events such as benefit dinners, auctions, membership drives, etc., where something of value is received in return for contributions, you can help your donors avoid difficulties with their income tax returns by assisting them in determining the proper tax treatment of their contributions. To do this you should, in advance of the event, determine the fair market value of the benefit received and state it in your fund-raising materials such as solicitations, tickets, and receipts in such a way that your donors can determine how much is deductible and how much is not. To assist you in this, the Service has issued Publication 1391, Deductibility of Payments Made to Organizations Conducting Fund-Raising Events. You may obtain copies of Publication 1391 from your key district office.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt from Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. If your gross receipts each year are not normally more than \$25,000, we ask that you establish that you are not required to file Form 990 by completing Part I of that Form for your first year. Thereafter, you will not be required to file a return until

National Water Research Institute

your gross receipts exceed the \$25,000 minimum. For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. The maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, and supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$10 per day for each day there is a failure to comply (up to a maximum of \$5,000 in the case of an annual return). See Internal Revenue Service Notice 88-120, 1988-2 C.B. 454, for additional information.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

In this letter, we have not determined the effect on your tax-exempt status of financing your activities with the proceeds of tax-exempt bonds since you have not indicated that you intend to use such methods now or in the future.

We are informing your key District Director of this ruling. Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions about this ruling, please contact the person whose name and telephone number are shown in the heading

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National Water Research Institute

of this letter. For other matters, including questions concerning reporting requirements, please contact your key District Director.

Sincerely,

Marvin Friedlander
Marvin Friedlander
Chief, Exempt Organizations
Rulings Branch 1

**LIVING WAGE ORDINANCE
CERTIFICATION OF COMPLIANCE**
REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name: National Water Research Institute
Company Address: 18700 Ward Street, Fountain Valley, CA 92708
Company Contact Name: Julie Abshire Contact Phone: 562/556-9599

CONTRACT INFORMATION

Contract Number (if no number, state location): OA#4600002387 Start Date: 7/2/20
Contract Title (or description): PO # 4000085698 End Date: 9/18/20

Purpose/Service Provided: Organize and Facilitate Panel Meetings

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions of the LWO unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO;
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment;
- (h) Perform at least fifty percent (50%) of the work with its own employees; and
- (i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to comply with the requirements of the Living Wage Ordinance.

Julie Abshire

Name of Signatory

Julie Abshire
Signature

Bookkeeper

Title of Signatory

7/15/20

Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: LWO Analyst: Contract Number:

EXHIBIT D
COMPENSATION SCHEDULE

NATIONAL WATER RESEARCH INSTITUTE PROPOSAL

INDEPENDENT EXPERT ADVISORY PANEL FOR THE PURE WATER SAN DIEGO PROJECT

Date Budget Updated: 07.07.2020

	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>	<u>FY 2023-24</u>	<u>FY 2024-25</u>	<u>Totals</u>
1. Expert Panel Member Honoraria	\$ 96,800.00	\$108,900.00	\$ 108,900.00	\$ 121,000.00	\$ 121,000.00	\$ 556,600.00
2. NWRI Personnel	\$ 87,229.80	\$ 90,718.56	\$ 92,403.76	\$ 98,124.56	\$ 102,042.88	\$ 470,519.56
3. Project Administration	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 2,750.00
4. Meeting Expenses and Travel	\$ 31,146.00	\$ 32,081.20	\$ 30,804.24	\$ 31,903.98	\$ 32,842.76	\$ 158,778.18
5. Administration Fee	\$ 19,415.32	\$ 20,902.48	\$ 20,939.22	\$ 22,642.07	\$ 23,079.21	\$ 106,978.30
Total Expenses + Administration Fee	\$235,141.12	\$253,152.24	\$ 253,597.22	\$ 274,220.61	\$ 279,514.85	\$ 1,295,626.04

NATIONAL WATER RESEARCH INSTITUTE

FY 2020-2021 Budget for NWRI Panel for the City of San Diego Pure Water Program

Assumptions: Per year, one of each type of meeting: Full panel in-person, full panel webinar, subcommittee in-person, subcommittee webinar.

			Task 1:	Task 2:	Task 3:	Task 4:	Task 5:	Task 6:		
	Hourly Rates		Assemble Panel & Adminsitration	Develop Panel Charter	Develop Meeting Work Plan	Plan, Schedule, and Facilitate Meeting	Prepare Panel Reports	Additional Services	Cost	
	Panelists	Cost/Day	Panelist Days	Panelist Days	Panelist Days	Panelist Days	Panelist Days	Panelist Days	Total Panelist Days	Total Cost
1. Expert Panel Member Honoraria *										
Task: Meeting Preparation	9	\$800	0.0	0.0	0.0	4.0	0.0	0.0	36.00	\$28,800.00
Task: Meeting Participation & Preliminary Report	9	\$800	0.0	0.0	0.0	6.0	0.0	0.0	54.00	\$43,200.00
Task: Final Report	9	\$800	0.0	0.0	0.0	0.0	3.0	0.0	27.00	\$21,600.00
Panel Chair - Additional Effort	1	\$800	0.0	1.0	1.0	1.0	1.0	0.0	4.00	\$3,200.00
Subtotal - Panel Honorarium Days			0.0	1.0	1.0	11.0	4.0	0.0		\$96,800.00
2. NWRI Personnel **										
Executive Director		\$214.05	8.0	8.0	8.0	60.0	12.0	12.0	108.00	\$23,117.40
Research Scientist - Project Manager		\$124.74	16.0	24.0	12.0	160.0	40.0	12.0	264.00	\$32,931.36
Communications Manager - Technical Editor		\$118.81	4.0	16.0	8.0	80.0	60.0	12.0	180.00	\$21,385.80
Administration, Finance & Events Staff		\$106.47	40.0	0.0	0.0	40.0	0.0	12.0	92.00	\$9,795.24
Subtotal - NWRI Staff Hours			68.0	48.0	28.0	340.0	112.0	48.0		\$87,229.80
3. Project Administration										
Web-Enabled Conference Calls		\$50.00	1.0	1.0	1.0	1.0	1.0	0.0	5.0	\$250.00
General Office Supplies		\$50.00	1.0	0.0	0.0	0.0	0.0	0.0	1.0	\$50.00
Postage & Courier/Delivery		\$50.00	1.0	0.0	0.0	0.0	0.0	0.0	1.0	\$50.00
Project Specific & Miscellaneous		\$100.00	0.0	0.0	0.0	1.0	0.0	1.0	2.0	\$200.00
Subtotal - Project Administration										\$550.00
4. Meeting Expenses and Travel ***										
Independent Facilitator	People	Cost Basis	Units	Units	Units	Units	Units	Units	Total Units/People	Total Cost
Facilitator Work Hours	1	\$260.00	0.0	0.0	8.0	32.0	8.0	0.0	48.0	\$12,480.00
Facilitator R/T Airfare	1	\$600.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$1,200.00
Facilitator Ground Transportation	1	\$200.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$400.00
Facilitator Lodging Per Night (GSA/San Diego)	1	\$173.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$346.00
Facilitator Breakfast (GSA/San Diego)	1	\$17.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$34.00
Facilitator Lunch (GSA/San Diego)	1	\$18.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$36.00
Facilitator Dinner (GSA/San Diego)	1	\$31.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$62.00
Facilitator Incidental Expenses (GSA/San Diego)	1	\$5.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$10.00
Panelists			Units	Units	Units	Units	Units	Units	Total Units/People	Total Cost
Panelist R/T Airfare	6	\$600.00	0.0	0.0	0.0	1.5	0.0	0.0	9.0	\$5,400.00
Panelist Ground Transportation	9	\$200.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$2,700.00
Panelist Lodging Per Night (GSA/San Diego)	9	\$173.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$2,335.50
Panelist Breakfast (GSA/San Diego)	9	\$17.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$229.50
Panelist Lunch (GSA/San Diego)	9	\$18.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$243.00
Panelist Dinner (GSA/San Diego)	9	\$31.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$418.50
Panelist Incidental Expenses (GSA/San Diego)	9	\$5.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$67.50
NWRI Staff			Units	Units	Units	Units	Units	Units	Total Units/People	Total Cost
NWRI R/T Airfare	3	\$600.00	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
NWRI Ground Transportation	3	\$200.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$1,200.00
NWRI Lodging Per Night (GSA/San Diego)	3	\$173.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$1,038.00
NWRI Breakfast (GSA/San Diego)	3	\$17.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$102.00
NWRI Lunch (GSA/San Diego)	3	\$18.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$108.00
NWRI Dinner (GSA/San Diego)	3	\$31.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$186.00
NWRI Incidental Expenses (GSA/San Diego)	3	\$5.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$30.00
Other Meeting Attendees			Units	Units	Units	Units	Units	Units	Total Units/People	Total Cost
Other Meeting Attendees: Day 1 Breakfast & AM Break	24	\$17.00	0.0	0.0	0.0	1.5	0.0	0.0	36.0	\$612.00
Other Meeting Attendees: Day 1 Lunch & PM Break	24	\$18.00	0.0	0.0	0.0	1.5	0.0	0.0	36.0	\$648.00
Other Meeting Attendees: Day 2 Breakfast & AM Break	24	\$17.00	0.0	0.0	0.0	1.5	0.0	0.0	36.0	\$612.00
Other Meeting Attendees: Day 2 Lunch & PM Break	24	\$18.00	0.0	0.0	0.0	1.5	0.0	0.0	36.0	\$648.00
Subtotal - Travel										\$31,146.00
Subtotal Expenses										\$215,725.80
Administrative Fee (9 %)										\$19,415.32
Total Expenses										\$235,141.12

* Expert panel member honoraria are \$100 per hour for FY 2021 and will be adjusted in two steps for FY 22-23 and 24-25.

** Staff rates for 2020-2021 are current NWRI Board approved rates. Rates for FY 21-25 are projected to include a 4 percent annual increase based on historical consumer price index adjustments in San Diego.

*** Meeting expense rates for 2020-2021 are current prices for facilitator hourly rate and airfare and ground transportation.

Facilitator rates and transport expenses for FY 21-25 are projected to include a 4 percent annual increase based on historical consumer price index adjustments in San Diego.

The GSA rates for lodging and per diem will be adjusted when new rates are set by the federal government.

NATIONAL WATER RESEARCH INSTITUTE

FY 2021-2022 Budget for NWRI Panel for the City of San Diego Pure Water Program

Assumptions: Per year, one of each type of meeting: Full panel in-person, full panel webinar, subcommittee in-person, subcommittee webinar.

			Task 1:	Task 2:	Task 3:	Task 4:	Task 5:	Task 6:		
	Hourly Rates		Assemble Panel & Adminsitration	Develop Panel Charter	Develop Meeting Work Plan	Plan, Schedule, and Facilitate Meeting	Prepare Panel Reports	Additional Services	Cost	
	Panelists	Cost/Day	Panelist Days	Panelist Days	Panelist Days	Panelist Days	Panelist Days	Panelist Days	Total Panelist Days	Total Cost
1. Expert Panel Member Honoraria *										
Task: Meeting Preparation	9	\$900	0.0	0.0	0.0	4.0	0.0	0.0	36.00	\$32,400.00
Task: Meeting Participation & Preliminary Report	9	\$900	0.0	0.0	0.0	6.0	0.0	0.0	54.00	\$48,600.00
Task: Final Report	9	\$900	0.0	0.0	0.0	0.0	3.0	0.0	27.00	\$24,300.00
Panel Chair - Additional Effort	1	\$900	0.0	1.0	1.0	1.0	1.0	0.0	4.00	\$3,600.00
Subtotal - Panel Honorarium Days			0.0	1.0	1.0	11.0	4.0	0.0		\$108,900.00
2. NWRI Personnel **										
Executive Director		\$222.61	8.0	8.0	8.0	60.0	12.0	12.0	108.00	\$24,041.88
Research Scientist - Project Manager		\$129.73	16.0	24.0	12.0	160.0	40.0	12.0	264.00	\$34,248.72
Communications Manager - Technical Editor		\$123.56	4.0	16.0	8.0	80.0	60.0	12.0	180.00	\$22,240.80
Administration, Finance & Events Staff		\$110.73	40.0	0.0	0.0	40.0	0.0	12.0	92.00	\$10,187.16
Subtotal - NWRI Staff Hours			68.0	48.0	28.0	340.0	112.0	48.0		\$90,718.56
3. Project Administration										
Web-Enabled Conference Calls		\$50.00	1.0	1.0	1.0	1.0	1.0	0.0	5.0	\$250.00
General Office Supplies		\$50.00	1.0	0.0	0.0	0.0	0.0	0.0	1.0	\$50.00
Postage & Courier/Delivery		\$50.00	1.0	0.0	0.0	0.0	0.0	0.0	1.0	\$50.00
Project Specific & Miscellaneous		\$100.00	0.0	0.0	0.0	1.0	0.0	1.0	2.0	\$200.00
Subtotal - Project Administration										\$550.00
4. Meeting Expenses and Travel ***	People	Cost Basis								
Independent Facilitator			Units	Units	Units	Units	Units	Units	Total Units/People	Total Cost
Facilitator Work Hours	1	\$270.40	0.0	0.0	8.0	32.0	8.0	0.0	48.0	\$12,979.20
Facilitator R/T Airfare	1	\$624.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$1,248.00
Facilitator Ground Transportation	1	\$208.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$416.00
Facilitator Lodging Per Night (GSA/San Diego)	1	\$173.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$346.00
Facilitator Breakfast (GSA/San Diego)	1	\$17.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$34.00
Facilitator Lunch (GSA/San Diego)	1	\$18.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$36.00
Facilitator Dinner (GSA/San Diego)	1	\$31.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$62.00
Facilitator Incidentals Expenses (GSA/San Diego)	1	\$5.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$10.00
Panelists			Units	Units	Units	Units	Units	Units	Total Units/People	Total Cost
Panelist R/T Airfare	6	\$624.00	0.0	0.0	0.0	1.5	0.0	0.0	9.0	\$5,616.00
Panelist Ground Transportation	9	\$208.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$2,808.00
Panelist Lodging Per Night (GSA/San Diego)	9	\$173.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$2,335.50
Panelist Breakfast (GSA/San Diego)	9	\$17.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$229.50
Panelist Lunch (GSA/San Diego)	9	\$18.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$243.00
Panelist Dinner (GSA/San Diego)	9	\$31.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$418.50
Panelist Incidentals Expenses (GSA/San Diego)	9	\$5.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$67.50
NWRI Staff			Units	Units	Units	Units	Units	Units	Total Units/People	Total Cost
NWRI R/T Airfare	3	\$624.00	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
NWRI Ground Transportation & Parking	3	\$208.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$1,248.00
NWRI Lodging Per Night (GSA/San Diego)	3	\$173.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$1,038.00
NWRI Breakfast (GSA/San Diego)	3	\$17.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$102.00
NWRI Lunch (GSA/San Diego)	3	\$18.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$108.00
NWRI Dinner (GSA/San Diego)	3	\$31.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$186.00
NWRI Incidentals Expenses (GSA/San Diego)	3	\$5.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$30.00
Other Meeting Attendees			Units	Units	Units	Units	Units	Units	Total Units/People	Total Cost
Other Meeting Attendees: Day 1 Breakfast & AM Break	24	\$17.00	0.0	0.0	0.0	1.5	0.0	0.0	36.0	\$612.00
Other Meeting Attendees: Day 1 Lunch & PM Break	24	\$18.00	0.0	0.0	0.0	1.5	0.0	0.0	36.0	\$648.00
Other Meeting Attendees: Day 2 Breakfast & AM Break	24	\$17.00	0.0	0.0	0.0	1.5	0.0	0.0	36.0	\$612.00
Other Meeting Attendees: Day 2 Lunch & PM Break	24	\$18.00	0.0	0.0	0.0	1.5	0.0	0.0	36.0	\$648.00
Subtotal - Travel										\$32,081.20
Subtotal Expenses										\$232,249.76
Administrative Fee (9 %)										\$20,902.48
Total Expenses										\$253,152.24

* Expert panel member honoraria are \$100 per hour for FY 2021 and will be adjusted in two steps for FY 22-23 and 24-25.

** Staff rates for 2020-2021 are current NWRI Board approved rates. Rates for FY 21-25 are projected to include a 4 percent annual increase based on historical consumer price index adjustments in San Diego.

*** Meeting expense rates for 2020-2021 are current prices for facilitator hourly rate and airfare and ground transportation.

Facilitator rates and transport expenses for FY 21-25 are projected to include a 4 percent annual increase based on historical consumer price index adjustments in San Diego.

The GSA rates for lodging and per diem will be adjusted when new rates are set by the federal government.

NATIONAL WATER RESEARCH INSTITUTE

FY 2022-2023 Budget for NWRI Panel for the City of San Diego Pure Water Program

Assumptions: Per year, one of each type of meeting: Full panel in-person, full panel webinar, subcommittee in-person, subcommittee webinar.

			Task 1:	Task 2:	Task 3:	Task 4:	Task 5:	Task 6:		
	Hourly Rates		Assemble Panel & Adminisitation	Develop Panel Charter	Develop Meeting Work Plan	Plan, Schedule, and Facilitate Meeting	Prepare Panel Reports	Additional Services	Cost	
	Panelists	Cost/Day	Panelist Days	Panelist Days	Panelist Days	Panelist Days	Panelist Days	Panelist Days	Total Panelist Days	Total Cost
1. Expert Panel Member Honoraria *										
Task: Meeting Preparation	9	\$900	0.0	0.0	0.0	4.0	0.0	0.0	36.00	\$32,400.00
Task: Meeting Participation & Preliminary Report	9	\$900	0.0	0.0	0.0	6.0	0.0	0.0	54.00	\$48,600.00
Task : Final Report	9	\$900	0.0	0.0	0.0	0.0	3.0	0.0	27.00	\$24,300.00
Panel Chair - Additional Effort	1	\$900	0.0	1.0	1.0	1.0	1.0	0.0	4.00	\$3,600.00
Subtotal - Panel Honorarium Days			0.0	1.0	1.0	11.0	4.0	0.0		\$108,900.00
2. NWRI Personnel **										
Executive Director		\$213.52	8.0	8.0	8.0	60.0	12.0	12.0	108.00	\$23,060.16
Research Scientist - Project Manager		\$134.92	16.0	24.0	12.0	160.0	40.0	12.0	264.00	\$35,618.88
Communications Manager - Technical Editor		\$128.50	4.0	16.0	8.0	80.0	60.0	12.0	180.00	\$23,130.00
Administration, Finance & Events Staff		\$115.16	40.0	0.0	0.0	40.0	0.0	12.0	92.00	\$10,594.72
Subtotal - NWRI Staff Hours			68.0	48.0	28.0	340.0	112.0	48.0		\$92,403.76
3. Project Administration										
Web-Enabled Conference Calls		\$50.00	1.0	1.0	1.0	1.0	1.0	0.0	5.0	\$250.00
General Office Supplies		\$50.00	1.0	0.0	0.0	0.0	0.0	0.0	1.0	\$50.00
Postage & Courier/Delivery		\$50.00	1.0	0.0	0.0	0.0	0.0	0.0	1.0	\$50.00
Project Specific & Miscellaneous		\$100.00	0.0	0.0	0.0	1.0	0.0	1.0	2.0	\$200.00
Subtotal - Project Administration										\$550.00
4. Meeting Expenses and Travel ***	People	Cost Basis								
Independent Facilitator			Units	Units	Units	Units	Units	Units	Total Units/People	Total Cost
Facilitator Work Hours	1	\$281.22	0.0	0.0	8.0	24.0	8.0	0.0	40.0	\$11,248.80
Facilitator R/T Airfare	1	\$648.96	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$1,297.92
Facilitator Ground Transportation	1	\$216.32	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$432.64
Facilitator Lodging Per Night (GSA/San Diego)	1	\$173.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$346.00
Facilitator Breakfast (GSA/San Diego)	1	\$17.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$34.00
Facilitator Lunch (GSA/San Diego)	1	\$18.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$36.00
Facilitator Dinner (GSA/San Diego)	1	\$31.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$62.00
Facilitator Incidental Expenses (GSA/San Diego)	1	\$5.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$10.00
Panelists			Units	Units	Units	Units	Units	Units	Total Units/People	Total Cost
Panelist R/T Airfare	6	\$648.96	0.0	0.0	0.0	1.5	0.0	0.0	9.0	\$5,840.64
Panelist Ground Transportation	9	\$216.32	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$2,920.32
Panelist Lodging Per Night (GSA/San Diego)	9	\$173.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$2,335.50
Panelist Breakfast (GSA/San Diego)	9	\$17.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$229.50
Panelist Lunch (GSA/San Diego)	9	\$18.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$243.00
Panelist Dinner (GSA/San Diego)	9	\$31.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$418.50
Panelist Incidental Expenses (GSA/San Diego)	9	\$5.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$67.50
NWRI Staff			Units	Units	Units	Units	Units	Units	Total Units/People	Total Cost
NWRI R/T Airfare	3	\$648.96	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
NWRI Ground Transportation & Parking	3	\$216.32	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$1,297.92
NWRI Lodging Per Night (GSA/San Diego)	3	\$173.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$1,038.00
NWRI Breakfast (GSA/San Diego)	3	\$17.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$102.00
NWRI Lunch (GSA/San Diego)	3	\$18.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$108.00
NWRI Dinner (GSA/San Diego)	3	\$31.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$186.00
NWRI Incidental Expenses (GSA/San Diego)	3	\$5.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$30.00
Other Meeting Attendees			Units	Units	Units	Units	Units	Units	Total Units/People	Total Cost
Other Meeting Attendees: Day 1 Breakfast & AM Break	24	\$17.00	0.0	0.0	0.0	1.5	0.0	0.0	36.0	\$612.00
Other Meeting Attendees: Day 1 Lunch & PM Break	24	\$18.00	0.0	0.0	0.0	1.5	0.0	0.0	36.0	\$648.00
Other Meeting Attendees: Day 2 Breakfast & AM Break	24	\$17.00	0.0	0.0	0.0	1.5	0.0	0.0	36.0	\$612.00
Other Meeting Attendees: Day 2 Lunch & PM Break	24	\$18.00	0.0	0.0	0.0	1.5	0.0	0.0	36.0	\$648.00
Subtotal - Travel										\$30,804.24
Subtotal Expenses										\$232,658.00
Administrative Fee (9 %)										\$20,939.22
Total Expenses										\$253,597.22

* Expert panel member honoraria are \$100 per hour for FY 2021 and will be adjusted in two steps for FY 22-23 and 24-25.

** Staff rates for 2020-2021 are current NWRI Board approved rates. Rates for FY 21-25 are projected to include a 4 percent annual increase based on historical consumer price index adjustments in San Diego.

*** Meeting expense rates for 2020-2021 are current prices for facilitator hourly rate and airfare and ground transportation.

Facilitator rates and transport expenses for FY 21-25 are projected to include a 4 percent annual increase based on historical consumer price index adjustments in San Diego.

The GSA rates for lodging and per diem will be adjusted when new rates are set by the federal government.

NATIONAL WATER RESEARCH INSTITUTE

FY 2023-2024 Budget for NWRI Panel for the City of San Diego Pure Water Program

Assumptions: Per year, one of each type of meeting: Full panel in-person, full panel webinar, subcommittee in-person, subcommittee webinar.

			Task 1:	Task 2:	Task 3:	Task 4:	Task 5:	Task 6:		
	Hourly Rates		Assemble Panel & Adminisiration	Develop Panel Charter	Develop Meeting Work Plan	Plan, Schedule, and Facilitate Meeting	Prepare Panel Reports	Additional Services	Cost	
	Panelists	Cost/Day	Panelist Days	Panelist Days	Panelist Days	Panelist Days	Panelist Days	Panelist Days	Total Panelist Days	Total Cost
1. Expert Panel Member Honoraria *										
Task: Meeting Preparation	9	\$1,000	0.0	0.0	0.0	4.0	0.0	0.0	36.00	\$36,000.00
Task: Meeting Participation & Preliminary Report	9	\$1,000	0.0	0.0	0.0	6.0	0.0	0.0	54.00	\$54,000.00
Task : Final Report	9	\$1,000	0.0	0.0	0.0	0.0	3.0	0.0	27.00	\$27,000.00
Panel Chair - Additional Effort	1	\$1,000	0.0	1.0	1.0	1.0	1.0	0.0	4.00	\$4,000.00
Subtotal - Panel Honorarium Days			0.0	1.0	1.0	11.0	4.0	0.0		\$121,000.00
2. NWRI Personnel **										
Executive Director		\$240.78	8.0	8.0	8.0	60.0	12.0	12.0	108.00	\$26,004.24
Research Scientist - Project Manager		\$140.32	16.0	24.0	12.0	160.0	40.0	12.0	264.00	\$37,044.48
Communications Manager - Technical Editor		\$133.65	4.0	16.0	8.0	80.0	60.0	12.0	180.00	\$24,057.00
Administration, Finance & Events Staff		\$119.77	40.0	0.0	0.0	40.0	0.0	12.0	92.00	\$11,018.84
Subtotal - NWRI Staff Hours			68.0	48.0	28.0	340.0	112.0	48.0		\$98,124.56
3. Project Administration										
Web-Enabled Conference Calls		\$50.00	1.0	1.0	1.0	1.0	1.0	0.0	5.0	\$250.00
General Office Supplies		\$50.00	1.0	0.0	0.0	0.0	0.0	0.0	1.0	\$50.00
Postage & Courier/Delivery		\$50.00	1.0	0.0	0.0	0.0	0.0	0.0	1.0	\$50.00
Project Specific & Miscellaneous		\$100.00	0.0	0.0	0.0	1.0	0.0	1.0	2.0	\$200.00
Subtotal - Project Administration										\$550.00
4. Meeting Expenses and Travel ***	People	Cost Basis								
Independent Facilitator			Units	Units	Units	Units	Units	Units	Total Units/People	Total Cost
Facilitator Work Hours	1	\$292.47	0.0	0.0	8.0	24.0	8.0	0.0	40.0	\$11,698.80
Facilitator R/T Airfare	1	\$674.92	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$1,349.84
Facilitator Ground Transportation	1	\$224.97	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$449.95
Facilitator Lodging Per Night (GSA/San Diego)	1	\$173.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$346.00
Facilitator Breakfast (GSA/San Diego)	1	\$17.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$34.00
Facilitator Lunch (GSA/San Diego)	1	\$18.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$36.00
Facilitator Dinner (GSA/San Diego)	1	\$31.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$62.00
Facilitator Incidental Expenses (GSA/San Diego)	1	\$5.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$10.00
Panelists			Units	Units	Units	Units	Units	Units	Total Units/People	Total Cost
Panelist R/T Airfare	6	\$694.72	0.0	0.0	0.0	1.5	0.0	0.0	9.0	\$6,252.48
Panelist Ground Transportation	9	\$224.97	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$3,037.10
Panelist Lodging Per Night (GSA/San Diego)	9	\$173.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$2,335.50
Panelist Breakfast (GSA/San Diego)	9	\$17.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$229.50
Panelist Lunch (GSA/San Diego)	9	\$18.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$243.00
Panelist Dinner (GSA/San Diego)	9	\$31.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$418.50
Panelist Incidental Expenses (GSA/San Diego)	9	\$5.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$67.50
NWRI Staff			Units	Units	Units	Units	Units	Units	Total Units/People	Total Cost
NWRI R/T Airfare	3	\$674.92	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
NWRI Ground Transportation & Parking	3	\$224.97	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$1,349.82
NWRI Lodging Per Night (GSA/San Diego)	3	\$173.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$1,038.00
NWRI Breakfast (GSA/San Diego)	3	\$17.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$102.00
NWRI Lunch (GSA/San Diego)	3	\$18.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$108.00
NWRI Dinner (GSA/San Diego)	3	\$31.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$186.00
NWRI Incidental Expenses (GSA/San Diego)	3	\$5.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$30.00
Other Meeting Attendees			Units	Units	Units	Units	Units	Units	Total Units/People	Total Cost
Other Meeting Attendees: Day 1 Breakfast & AM Break	24	\$17.00	0.0	0.0	0.0	1.5	0.0	0.0	36.0	\$612.00
Other Meeting Attendees: Day 1 Lunch & PM Break	24	\$18.00	0.0	0.0	0.0	1.5	0.0	0.0	36.0	\$648.00
Other Meeting Attendees: Day 2 Breakfast & AM Break	24	\$17.00	0.0	0.0	0.0	1.5	0.0	0.0	36.0	\$612.00
Other Meeting Attendees: Day 2 Lunch & PM Break	24	\$18.00	0.0	0.0	0.0	1.5	0.0	0.0	36.0	\$648.00
Subtotal - Travel										\$31,903.98
Subtotal Expenses										\$251,578.54
Administrative Fee (9 %)										\$22,642.07
Total Expenses										\$274,220.61

* Expert panel member honoraria are \$100 per hour for FY 2021 and will be adjusted in two steps for Fy 22-23 and 24-25.

** Staff rates for 2020-2021 are current NWRI Board approved rates. Rates for FY 21-25 are projected to include a 4 percent annual increase based on historical consumer price index adjustments in San Diego.

*** Meeting expense rates for 2020-2021 are current prices for facilitator hourly rate and airfare and ground transportation.

Facilitator rates and transport expenses for FY 21-25 are projected to include a 4 percent annual increase based on historical consumer price index adjustments in San Diego.

The GSA rates for lodging and per diem will be adjusted when new rates are set by the federal government.

NATIONAL WATER RESEARCH INSTITUTE

FY 2024-2025 Budget for NWRI Panel for the City of San Diego Pure Water Program

Assumptions: Per year, one of each type of meeting: Full panel in-person, full panel webinar, subcommittee in-person, subcommittee webinar.

			Task 1:	Task 2:	Task 3:	Task 4:	Task 5:	Task 6:		
	Hourly Rates		Assemble Panel & Adminisitation	Develop Panel Charter	Develop Meeting Work Plan	Plan, Schedule, and Facilitate Meeting	Prepare Panel Reports	Additional Services	Cost	
	Panelists	Cost/Day	Panelist Days	Panelist Days	Panelist Days	Panelist Days	Panelist Days	Panelist Days	Total Panelist Days	Total Cost
1. Expert Panel Member Honoraria *										
Task: Meeting Preparation	9	\$1,000	0.0	0.0	0.0	4.0	0.0	0.0	36.00	\$36,000.00
Task: Meeting Participation & Preliminary Report	9	\$1,000	0.0	0.0	0.0	6.0	0.0	0.0	54.00	\$54,000.00
Task : Final Report	9	\$1,000	0.0	0.0	0.0	0.0	3.0	0.0	27.00	\$27,000.00
Panel Chair - Additional Effort	1	\$1,000	0.0	1.0	1.0	1.0	1.0	0.0	4.00	\$4,000.00
Subtotal - Panel Honorarium Days			0.0	1.0	1.0	11.0	4.0	0.0		\$121,000.00
2. NWRI Personnel **										
Executive Director		\$250.40	8.0	8.0	8.0	60.0	12.0	12.0	108.00	\$27,043.20
Research Scientist - Project Manager		\$145.92	16.0	24.0	12.0	160.0	40.0	12.0	264.00	\$38,522.88
Communications Manager - Technical Editor		\$138.99	4.0	16.0	8.0	80.0	60.0	12.0	180.00	\$25,018.20
Administration, Finance & Events Staff		\$124.55	40.0	0.0	0.0	40.0	0.0	12.0	92.00	\$11,458.60
Subtotal - NWRI Staff Hours			68.0	48.0	28.0	340.0	112.0	48.0		\$102,042.88
3. Project Administration										
Web-Enabled Conference Calls		\$50.00	1.0	1.0	1.0	1.0	1.0	0.0	5.0	\$250.00
General Office Supplies		\$50.00	1.0	0.0	0.0	0.0	0.0	0.0	1.0	\$50.00
Postage & Courier/Delivery		\$50.00	1.0	0.0	0.0	0.0	0.0	0.0	1.0	\$50.00
Project Specific & Miscellaneous		\$100.00	0.0	0.0	0.0	1.0	0.0	1.0	2.0	\$200.00
Subtotal - Project Administration										\$550.00
4. Meeting Expenses and Travel ***	People	Cost Basis								
Independent Facilitator			Units	Units	Units	Units	Units	Units	Total Units/People	Total Cost
Facilitator Work Hours	1	\$304.00	0.0	0.0	8.0	24.0	8.0	0.0	40.0	\$12,160.00
Facilitator R/T Airfare	1	\$701.92	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$1,403.84
Facilitator Ground Transportation	1	\$233.97	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$467.94
Facilitator Lodging Per Night (GSA/San Diego)	1	\$173.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$346.00
Facilitator Breakfast (GSA/San Diego)	1	\$17.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$34.00
Facilitator Lunch (GSA/San Diego)	1	\$18.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$36.00
Facilitator Dinner (GSA/San Diego)	1	\$31.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$62.00
Facilitator Incidentals Expenses (GSA/San Diego)	1	\$5.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$10.00
Panelists			Units	Units	Units	Units	Units	Units	Total Units/People	Total Cost
Panelist R/T Airfare	6	\$722.51	0.0	0.0	0.0	1.5	0.0	0.0	9.0	\$6,502.58
Panelist Ground Transportation	9	\$233.97	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$3,158.58
Panelist Lodging Per Night (GSA/San Diego)	9	\$173.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$2,335.50
Panelist Breakfast (GSA/San Diego)	9	\$17.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$229.50
Panelist Lunch (GSA/San Diego)	9	\$18.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$243.00
Panelist Dinner (GSA/San Diego)	9	\$31.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$418.50
Panelist Incidentals Expenses (GSA/San Diego)	9	\$5.00	0.0	0.0	0.0	1.5	0.0	0.0	13.5	\$67.50
NWRI Staff			Units	Units	Units	Units	Units	Units	Total Units/People	Total Cost
NWRI R/T Airfare	3	\$701.92	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
NWRI Ground Transportation & Parking	3	\$233.97	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$1,403.82
NWRI Lodging Per Night (GSA/San Diego)	3	\$173.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$1,038.00
NWRI Breakfast (GSA/San Diego)	3	\$17.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$102.00
NWRI Lunch (GSA/San Diego)	3	\$18.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$108.00
NWRI Dinner (GSA/San Diego)	3	\$31.00	0.0	0.0	0.0	2.0	0.0	0.0	6.0	\$186.00
NWRI Incidentals Expenses (GSA/San Diego)	1	\$5.00	0.0	0.0	0.0	2.0	0.0	0.0	2.0	\$10.00
Other Meeting Attendees			Units	Units	Units	Units	Units	Units	Total Units/People	Total Cost
Other Meeting Attendees: Day 1 Breakfast & AM Break	24	\$17.00	0.0	0.0	0.0	1.5	0.0	0.0	36.0	\$612.00
Other Meeting Attendees: Day 1 Lunch & PM Break	24	\$18.00	0.0	0.0	0.0	1.5	0.0	0.0	36.0	\$648.00
Other Meeting Attendees: Day 2 Breakfast & AM Break	24	\$17.00	0.0	0.0	0.0	1.5	0.0	0.0	36.0	\$612.00
Other Meeting Attendees: Day 2 Lunch & PM Break	24	\$18.00	0.0	0.0	0.0	1.5	0.0	0.0	36.0	\$648.00
Subtotal - Travel										\$32,842.76
Subtotal Expenses										\$256,435.64
Administrative Fee (9 %)										\$23,079.21
Total Expenses										\$279,514.85

* Expert panel member honoraria are \$100 per hour for FY 2021 and will be adjusted in two steps for FY 22-23 and 24-25.

** Staff rates for 2020-2021 are current NWRI Board approved rates. Rates for FY 21-25 are projected to include a 4 percent annual increase based on historical consumer price index adjustments in San Diego.

*** Meeting expense rates for 2020-2021 are current prices for facilitator hourly rate and airfare and ground transportation.

Facilitator rates and transport expenses for FY 21-25 are projected to include a 4 percent annual increase based on historical consumer price index adjustments in San Diego.

The GSA rates for lodging and per diem will be adjusted when new rates are set by the federal government.

**ARTICLE IV
CONTRACT DOCUMENTS**

5.1 Contract Documents. This Contract and the aforementioned exhibits constitute the Contract Documents. The Contract Documents completely describes the Services to be provided.

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

IN WITNESS WHEREOF, this Agreement is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO

By: _____

By: _____

Director, Purchasing & Contracting

Date

Date

Approved as to form this ____ day of
_____, 20____.

MARA W. ELLIOTT, City Attorney

BY: _____

Deputy City Attorney