

DUPLICATE ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
WOODARD & CURRAN, INC.
FOR
WATER SUSTAINABILITY REPORT**

CONTRACT NUMBER: H176947

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CONSULTANT AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Disclosure of Discrimination Complaints
 - (BB) Work Force Report
 - (CC) Subcontractors List
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Consultant Evaluation Form
- Exhibit G - Contractor Standards Pledge of Compliance
- Exhibit H - Determination Form
- Exhibit I - Regarding Information Requested Under the California Public Records Act
- Exhibit J - Americans With Disabilities Act (ADA) Compliance Certification

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND WOODARD & CURRAN, INC.
FOR CONSULTANT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Woodard & Curran, Inc. [Consultant] for the Consultant to provide Professional Services to the City for civil engineering services.

RECITALS

The City wants to retain the services of a civil engineering firm to provide civil engineering services [Professional Services].

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

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

**ARTICLE I
CONSULTANT SERVICES**

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

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

1.2 Contract Administrator. The Public Utilities Department is the contract administrator for this Agreement. The Consultant shall provide the Professional Services under the direction of a designated representative of the Public Utilities Department. The City's designated representative will communicate with the Consultant on all matters related to the administration of this Agreement and the Consultant's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. However, when this Agreement refers to an act or approval to be performed by City, that act or approval shall be performed by the Mayor or his designee, unless the Agreement specifies otherwise.

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

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

1.4 Written Authorization. Prior to performing any Professional Services, the Consultant shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Consultant shall immediately advise the City in writing of any anticipated change in the Scope of Services (Exhibit A), Compensation and Fee Schedule (Exhibit B), or Time Schedule (Exhibit C), and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Consultant from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

1.5 Confidentiality of Services. All Professional Services performed by the Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Consultant, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Consultant, at the time that it was disclosed to the Consultant by the City, (b) subsequently becomes publicly known through no act or omission of the Consultant, or (c) otherwise becomes known to the Consultant other than through disclosure by the City. Except for Subcontractors covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

1.6 Competitive Bidding. If applicable, the Consultant shall comply with the following: Consultant shall ensure that any plans, specifications, studies, or reports prepared, required, or recommended under this Agreement allow for competitive bidding. The Consultant shall prepare such plans, specifications, studies, or reports so that procurement of services, labor or materials are not available from only one source, and shall not prepare plans, specifications, studies, or reports around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by the City. The Consultant shall submit this written justification to the City prior to beginning work on such plans, specifications, studies, or reports. Whenever the Consultant recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Project.

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or June 30, 2020 whichever is the earliest but not to exceed five years unless approved by City ordinance.

2.2 Time of Essence. Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of the Scope of Services (Exhibit A) is set forth in the Time Schedule (Exhibit C).

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

2.4 Delay. If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Consultant to a reasonable extension of time, but such delay shall not entitle the Consultant to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Consultant's work; inability to obtain materials, equipment, or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Consultant; provided, however, that: (a) this provision shall not apply to, and the Consultant shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Consultant; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Consultant to an extension of time unless the Consultant furnishes the City, in a timely manner, documentary proof satisfactory to City of the Consultant's inability to obtain materials, equipment, or labor.

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

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

paragraph, the Consultant discharges the City of all of the City's payment obligations and liabilities under this Agreement.

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$601,524. The compensation for the Scope of Services shall not exceed \$546,840, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$54,684.

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

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

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

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

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

ARTICLE IV CONSULTANT'S OBLIGATIONS

4.1 Industry Standards. The Consultant agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent civil engineering firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subcontractor's premises to review and audit the Consultant's or Subcontractor's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Consultant's premises, of any and all records related to the Professional Services provided hereunder with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

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

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

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

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

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

4.3 Insurance. The Consultant shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates reflecting evidence of all insurance as set forth herein; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required in Section 4.3.3 of this Agreement; and (c) confirmed that all policies contain the specific provisions required in Section 4.3.4 of this Agreement. Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

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

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

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

subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

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

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

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements

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

4.3.4.1 Commercial General Liability Insurance Endorsements

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

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers,

employees, agents and representatives shall be in excess of Consultant's insurance and shall not contribute to it.

4.3.4.2 Automobile Liability Insurance Endorsements

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

4.3.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements

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

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

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

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

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

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

4.4.1.1 The Consultant shall require the Subcontractor to obtain insurance policies, as described in Section 4.3.1, and those policies shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement.

Furthermore, Subcontractor policy limits, and required endorsements shall be determined by the Consultant proportionate to the services performed by the Subcontractor.

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

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

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

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

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

4.5 Contract Records and Reports.

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

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

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

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

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

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

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

4.6 Non-Discrimination Requirements.

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

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

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

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

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

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

4.7.2.1 The dangers of drug abuse in the work place.

4.7.2.2 The policy of maintaining a drug-free work place.

4.7.2.3 Available drug counseling, rehabilitation, and employee assistance programs.

4.7.2.4 The penalties that may be imposed upon employees for drug abuse violations.

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

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

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

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

4.9.1 If, in performing the Professional Services set forth in this Agreement, the Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests. The determination as to whether any individual members of the Consultant's

organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit H).

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

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

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

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

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

4.10 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the Professional Services provided under this Agreement, upon the City's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

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

4.12 Attorney Fees related to Mandatory Assistance. In providing the City with dispute or litigation assistance, the Consultant or its agents, officers, and employees may

incur expenses and/or costs. The Consultant agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties agree this provision does not in any way affect their rights to seek attorney fees under Article VIII, Section 8.8 of this Agreement.

4.13 Notification of Increased Construction Cost. If applicable, at any time prior to the City's approval of the final plans, specifications, studies, or report, the Consultant anticipates that the total construction cost will exceed the estimated construction budget, the Consultant shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Consultant believes will bring the construction cost to within the estimated construction budget. The City may either: (1) approve an increase in the amount authorized for construction; or (2) delineate a project which may be constructed for the budget amount; or (3) any combination of (1) and (2).

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

4.15 RESERVED.

ARTICLE V RESERVED

ARTICLE VI INDEMNIFICATION

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

ARTICLE VII MEDIATION

7.1 Mandatory Non-binding Mediation. With the exception of Sections 2.5-2.7 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, prior to the initiation of any litigation, the Parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the

American Arbitration Association [AAA] or any other neutral organization agreed upon before having recourse in a court of law.

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

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

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

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

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

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

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

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

**ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS**

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

8.2. Rights in Data. All rights including, but not limited to publication(s), registration of copyright(s), and trademark(s) in the Deliverable Materials, developed by the Consultant, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Consultant, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Deliverable Materials mentioned in this article for purposes unrelated to Consultant's work on behalf of the City without prior written consent of the City.

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

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

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

City shall have the right to review any Subcontractor agreement for compliance with this provision.

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

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

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

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

ARTICLE IX MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Public Utilities Department, 525 B Street, Suite 300, San Diego, CA 92101, Attn: Shelby Gilmartin, MS906 and notice to the Consultant shall be addressed to: Woodard & Curran, Inc., Enrique Lopezcalva, Vice-President, 10509 Vista Sorrento Pkwy, Suite 205, San Diego, CA 92121, elopezcalva@woodardcurran.com.

9.2 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.

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

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

9.5 Consultant and Subcontractor Principals for Consultant Services. It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the following members of the Consultant's organization: Enrique Lopezcalva, Project Manager; Alyson Watson, Principal-in-Charge; Dan Rodrigo, Senior Advisor; Warren Greco, Sustainability Analysis; Gwen Pelletier, Energy, Carbon, AB32; and Cathy Smith, Communications [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Consultant's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Consultant. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Consultant, to require any of the Consultant's employees or agents to be removed from performance of the Scope of Services.

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

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

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

9.9 Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement

have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

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

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

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

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

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

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

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

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

9.18 Signing Authority. The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity

and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

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

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

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

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

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

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

9.25 Public Records. This Agreement is a public document subject to the California Public Records Act, and as such may be subject to public review per Exhibit I (Regarding Information Requested under the California Public Records Act).

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

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DUPLICATE ORIGINAL

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R- 311638, authorizing such execution, and by the Consultant pursuant to Woodard & Curran, Inc.'s Signature Authority Document.

I HEREBY CERTIFY I can legally bind Woodard & Curran, Inc. and that I have read all of this Agreement, this 15 day of December, 2017.

By Alyson Watson
Alyson Watson
Executive Vice-President

Dated this 4th day of May, 2018.

THE CITY OF SAN DIEGO
Mayor or Designee

By Cindy Crocker

Cindy Crocker
Principal Contract Specialist
Public Works Contracts

I HEREBY APPROVE the form of the foregoing Agreement this 4 day of May, 2018.

MARA W. ELLIOTT, City Attorney

By [Signature]
Deputy City Attorney

CONSULTANT AGREEMENT EXHIBITS

SCOPE OF SERVICES

SCOPE OF SERVICES

WATER SUSTAINABILITY REPORT (H176947)

The following sections include the specific scope for each of task, and the corresponding sub-tasks and deliverables associated with each.

TASK 1 – Project Management: Activities to manage resources, budget, schedule, project progress and risk, and monthly meetings as part of that process.

Subtask 1.1 – Progress Meetings (including Kickoff): Monthly meetings or conference calls will be held throughout the duration of the contract between the City of San Diego's (City) Public Utilities Department (PUD) and Woodard & Curran, Inc. (Consultant). The kickoff meeting is included in this task where the Consultant will deliver a draft report outline. The Consultant will prepare an agenda for these meetings and will provide a summary of the meeting in writing after each meeting.

Subtask 1.2 – Management: The Consultant will conduct activities to manage resources, budget, schedule, project progress and risk. The project manager will provide a monthly invoice and progress report.

TASK 2 – Water Climate Energy: Activities associated with characterizing the City's water supply energy use and carbon footprint based on current and forecasted energy portfolio. This task also includes a characterization of the context of policy and regulations associated with energy and carbon.

Note: All references to the City in this task are only investigating how it pertains to the Public Utilities Department, not to the City as a whole.

Subtasks 2.1 & 2.2 – Energy Footprint and Carbon Footprint: An energy intensity analysis will be completed in compliance with GHG State emission goals (AB32) and CEQA requirements for GHG reductions (SB97). Energy usage associated with importing water from the San Diego County Water Authority (SDCWA), local surface water, groundwater, and recycled water will be estimated based on available information about the amount of fuels and electricity consumed when water is imported, treated, and/or exported.

The energy intensity analysis will include treatment, transmission and distribution using total energy consumption data from the City annually for those processes and the total water served, for the same period of time. The analysis will be completed following current guidance developed by the Department of Water Resources. Following completion of the necessary emission calculations, possible mitigation measures or alternative strategies to reduce the City's carbon footprint will be evaluated. Additionally, any regulatory and permitting requirements will be reviewed and summarized.

Specifically, the Consultant will define all sources of energy for the City (energy portfolio) and the carbon footprint of that by unit of energy and will define energy consumption by all the operations of the Public Utilities Department (PUD). This will be performed for existing and existing plus future portfolios. This task will reference the targets of the City's Climate Action Plan and will provide an assessment of whether future targets specifically related to PUD that are likely to be met under current and projected conditions.

Subtask 2.3 – Regulatory Elements and Mitigation: The Consultant will examine regulatory requirements (e.g. AB32 and others) for carbon emissions and implications for City. The Consultant will identify strategies to reduce carbon emissions.

Subtask 2.4 – Task 2 Technical Memorandum (TM) – Carbon / Energy Characterization, Regulatory, and Policy Context: The Consultant will prepare a TM describing the results of sub-tasks 2.1–2.3.

TASK 3 – Decision Process: Activities related to defining criteria, elements to be evaluated, scenarios, a process for decision-making, and the management of that process and its outcome. This task includes workshops with the technical team. These workshops will be scheduled to precede the Stakeholder Meetings (Task 6.1) and will help to prepare the content to be presented and discussed in those meetings.

Subtask 3.1 – Sustainability Criteria: The Consultant will prepare a list of sustainability criteria based on industry standards, Envision methodology literature, and previous City plans. The list will be presented and discussed during the second technical workshop (see below) and presented to the stakeholders (see Task 6.1) in Stakeholder Meeting #3. The list will be finalized after Stakeholder Meeting #3. The sustainability criteria will be measured for each simulation of scenarios for portfolios and will also be measured and used in selecting alternative actions to improve reliability, resiliency and sustainability (if results of the analysis indicate that actions are needed).

Subtask 3.2 – Technical Workshops: 4 technical workshops are proposed at key decision points in the project.

Workshop 1: In order to evaluate a portfolio under uncertainty, both “portfolio” and “uncertainty” need to be defined in the context of this project. Workshop 1’s main purpose is to define the water portfolios that will be evaluated and the risk elements that are of most interest to the City. Workshop 1 will have as a main outcome, the specific portfolio that will be simulated (each source composing that portfolio, using the current water portfolio and current ongoing source development projects as the basis); as well as, the risk elements that will be presented to external stakeholders in Stakeholder Meeting #2 (see Task 6.1) to be included in scenarios.

Risk elements examples to be discussed in the workshop include: a seismic event, climate change, a regulatory constraint, California Water Fix not succeeding, etc.

Workshop 2: The main purpose of this workshop will be to define the final sustainability indicators and the scenarios that will be presented at Stakeholder Meeting #3 (see Task 6.1) to be evaluated (combining risk elements into a total of 6 scenarios). A “Scenario” is a combination of assumptions about the future and risk elements from Subtask 3.1. For example, a scenario could be a high demand future, combined with a hot and dry climate change future and no California Water Fix.

A list of sustainability criteria will also be a main outcome of this workshop. Each scenario will be evaluated and the ‘performance’ of the water supply portfolio under a scenario will be characterized based on reliability and sustainability criteria. The sustainability criteria will be used to also evaluate the performance of solutions to mitigate reliability impacts – See Subtask 3.1.

Workshop 3: The main purpose of this workshop is to present results of the scenario analysis – the performance of the water supply portfolio under each of the six

scenarios, measured in terms of reliability and in terms of other sustainability criteria. During the workshop, the Consultant will present insights about the most vulnerable supplies or most impactful risk elements. An additional objective of this workshop is to list potential solutions to mitigate reliability and/or sustainability impacts of a scenario. The list of potential solutions will be used to analyze those solutions (individually or combined) using SDSIM (San Diego Simulation – an existing interface with the City’s credentials built in).

The main outcome of the workshop will be to outline the results of the analysis and the list of potential solutions to test in the next phase of the analysis. These results, with input from the City incorporated, will be presented in Stakeholder Meeting #5 (see Task 6.1).

Workshop 4: The main purpose of this workshop will be to present results of the simulation of alternatives to fix vulnerabilities and to outline next steps. This will be a ‘solutions-based workshop’ where the results of the analysis will be used to define how best to address the risk presented by all scenarios (based on the performance of the alternatives). The main outcome of the workshop will define and outline a high-level draft sustainability strategy that the Consultant will present at Stakeholder Meeting #6.

For all workshops, Consultant will provide agenda and workshop materials as well as facilitation and workshop summary notes.

Subtask 3.3 – Alternatives Selection and Implementation: This task will use the results of Task 4.8 (analysis of alternatives) to evaluate the results in terms of sustainability criteria. Alternatives will be ranked based on the sustainability criteria scores of the alternatives under each scenario, and a strategy will be defined based on that ranking (to be presented in Workshop 4, subtask 3.2).

Subtask 3.4 – Task 3 TM1 – Decision Process, Portfolios to Evaluate, Risk Factors, Scenario Description: This TM will describe the overall decision process, and will document the risk factors decided upon in Workshop 1, as well as the Scenarios defined in Workshop 2.

Subtask 3.5 – Task 3 TM2 – Sustainability Criteria and Analysis, Selection of Alternatives and Implementation: This TM will summarize the sustainability framework, the sustainability criteria selected in Workshop 2 and the process of ranking alternatives and selecting an implementation strategy.

TASK 4 – Water Sustainability and Resiliency Analysis: Activities related to the analysis of supply portfolios under different risk elements. Modeling tasks associated with this analysis.

Subtask 4.1 – Resiliency and Vulnerability Characterization of All Sources: This task will list each of the sources in the City’s portfolio (current and future) and will list risk elements. These two components (sources and risk elements) will be identified in Workshop 1, and will be presented, discussed and finalized after Stakeholder Meeting #2. This task will characterize each source’s expected disruption under each risk element. And it will quantify conceptually (depending on available information without modeling or preliminary modeling) the magnitude of the impact on each source. Results of this analysis will be included in the modeling approach TM (below).

Subtask 4.2 – Imported Water Model Customization: On this task, the Consultant will program the Water Evaluation and Planning System (WEAP) model’s imported water supply

model for up to six scenarios that impact supply reliability from Metropolitan Water District (MWD) to the City through SDWCA's system. The logic concerning supply allocation from MWD to SDCWA will be a part of this programming, which takes into account MWD's drought allocation formula and local water supplies.

Subtask 4.3 – SDSIM Model Customization and SDSIM Training: On this task, the Consultant will program the City's Systems Thinking, Experimental Learning Laboratory with Animation (STELLA) model to be able to consume output from the WEAP model and to be able to simulate the same six scenarios of the WEAP and demand models. STELLA will also be customized to compute sustainability metrics, and provide specific outputs defined in the decision process task.

A 6-hr SDSIM training session will be held for City staff providing a reference manual. The objectives of the training will be to train attendees to identify the changes made to the model, and how to operate it. There will be no STELLA software and programming training but attendees will learn to operate SDSIM. At this training an unlocked copy of SDSIM will be provided to the City.

Subtask 4.4 – Demand Forecast Modeling: This task involves updating the current water demand forecast model that CDM Smith developed for the City in 2015, and updated in late 2016 for the 2015 UWMP, is based on a detailed set of econometric equations by sector and calibrated to over 130 individual pressure zones. No City-wide, simplified model exists, thus creating a new City-wide model would be less cost effective than using the City's existing model. Three total scenarios are assumed for budgeting purposes. Scenarios will be defined at the project onset, based on the risk elements and scenarios defined as part of the process.

Demand data will be reconciled with other demand forecasting within another City Department when that data becomes available.

For this effort, it is assumed that the City would provide gridded, downscaled climate data for the any climate scenarios required, just as in past work with the City. The Consultant will smooth the climate data and use it to determine the impacts on water demands using the demand forecast model.

In the end, the Consultant will prepare three demand scenarios that can be coupled with water supply scenarios.

The Consultant will work with the City, as mentioned above, in defining the specific scenarios that will give a solid range of possible future demands. The forecasts will be in five year increments from 2015 to 2050 (consistent with SANDAG Series 14), only as City-wide total.

Subtask 4.5 – Task 4 TM1 – Documentation of Demand Forecast for All Scenarios: This TM will document the process and results of Subtask 4.4.

Subtask 4.6 – Modeling Approach: Consultant will define the approach to model a scenario from start to end. A process for the specific approach for interaction between the different models will be defined and main assumptions, data needs, update elements required, and objectives of the modeling effort will be documented and presented to the City as part of Workshop 2.

Subtask 4.7 – Modeling Base and Scenarios: This task will model the current and expected future water portfolio of the City under baseline conditions and under each of the six scenarios identified in Workshop 2. Results will be provided for discussion in Workshop 3.

Subtask 4.8 – Modeling Alternatives: After Workshop 3 and Stakeholder Meeting #4, the Consultant's modeling team will model improved portfolios (improved by adding some alternative projects or actions). Results will be provided for Task 3 ranking of options and implementation, to be discussed in Workshop 4 and Stakeholder Meeting #6.

Subtask 4.9 – Task 4 TM2 – Modeling Results: This TM will document the results of all modeling runs (Baseline, Scenarios, and Alternatives). The TM will not include recommendations since those will be defined as part of Task 3 and after Workshop 4, and documented in Task 3, TM2.

TASK 5 – Communications (Report): Development of the report and all its drafts. The Consultant will prepare an editorial plan to be presented to the City at the project onset to conduct all editorial and preparation tasks of TM's, Draft and Final report.

Subtask 5.1 – Draft Report: A draft report will be provided to the City after preparation by technical staff and editorial work per editorial plan. The City will have a 3-week review period.

Subtask 5.2 – Second Draft Report: A second draft report will be provided to the City after incorporating comments from City reviewers on the draft. Editorial work will be conducted per editorial plan. The City will have a 3-week review period.

Subtask 5.3 – Third Draft Report: A final draft will be submitted (screen-check) for City' review. This third draft is expected to have minimal comments, mostly editorial in nature. Editorial work will be conducted per editorial plan. The City will have a 3-week review period.

Subtask 5.4 – Final Report: The final report will be provided after incorporating comments in the screen-check report.

TASK 6 – Additional Tasks: Proposed tasks that the City is definitely going to proceed with.

Subtask 6.1 – Meetings with External Stakeholders: This task includes 6 meetings with external stakeholders (similar to those who participated in the 2012 Long-Range Water Resources Plan).

The Consultant will deliver a stakeholder plan in the first month of the project, for City review and approval. Examples of stakeholders include IROC members, business, and environmental representatives. Assumptions for the stakeholder process include:

1. That the purpose of the stakeholder meetings is to consult a cross-section of key stakeholders in the development of the water resources planning portfolio (including, but not limited to, the Water Sustainability Report and the Water Shortage Contingency Plan) to build awareness of the need and benefits of conducting the study, as well as provide a transparent process to build trust in how the study was conducted and its outcome.
2. That an involvement plan will be developed in coordination with the City prior to engagement of stakeholders and that the plan will be updated twice to reflect the information and engagement needs of the stakeholders, project team, and City staff as the process is occurring.

3. That City staff will lead and conduct the process to identify participants and invite them to participate to be part of the stakeholder group which will be composed of approximately 8-12 people.
4. That there is a "preview" meeting with City staff prior to each stakeholder meeting to go over the proposed process for each of the six meetings including: purpose of meeting, site logistics, presentation materials, and City staff and the Consultant roles.
5. That the Consultant Team will provide all event coordination support including site logistics, preparing presentation materials, facilitating the meeting, and documenting the input from the meeting. All deliverables include two minor sets of revisions and will be based on the City's brand guidelines.
6. That all stakeholder meetings are scheduled to be two hours in length, not including preparation and debrief.

Stakeholder Meeting #1: First Group meeting

This meeting would be the first meeting of the stakeholders together. In this meeting, Consultant team would introduce the Water Sustainability Report, Water Shortage Contingency Plan, and applicability to the 2020 Long-Range Water Resources Plan, explaining how this report will tie into future plans, and introduce the topics in the upcoming meetings. This meeting will introduce the topic of risk elements (seismic events, no California Water Fix, climate change, etc.) to the stakeholders and will discuss the relative importance of the risk elements for San Diego. Additionally, this meeting will introduce the Water Shortage Contingency Plan, how it pertains to this report, and how stakeholder feedback will shape that document.

Stakeholder Meeting #2: One-to-One Interviews

Consultant will hold one-to-one interviews between Consultant's outreach team and individual stakeholders. These interviews would be conducted by phone and be used to gain input about areas of interest and/or concerns for individual stakeholders, questions that they would like to see addressed through the process, and potential informational needs they may have in order to provide high quality input. Consultant will recommend the interview questions, conduct interviews after stakeholders are identified by City staff, and prepare a two-page memo summarizing the outcome of the interviews in terms of key themes to address in future meetings.

Stakeholder Meeting #3: Risk Scenarios, City Coordination and Sustainability Criteria

It is recommended that this meeting include the City staff that are being coordinated with as part of the Study such as the Climate Action Plan Manager, Groundwater Manager, etc. This meeting would focus on what is being coordinated to give the stakeholders confidence in the internal process, as well as updates from the managers of those subject-matter areas as they relate to the Study. This meeting also includes the topic of sustainability criteria. The third topic on the meeting will be the presentation and discussion of the risk scenarios (combination of risk elements, discussed in Meeting #2) under which the water supply portfolio will be evaluated.

Stakeholder Meeting #4: Third Group Meeting

This meeting is to focus on the Water Shortage Contingency Plan (WSCP). Stakeholders will be able to see the risks and uncertainties in the water supply portfolio from previous meetings and shape how they would like to see the WSCP shaped accordingly.

Stakeholder Meeting #5: Evaluation Results

At this meeting, the Consultant team will present initial results and discuss potential strategies to mitigate reliability issues under different scenarios. Other variables, and/or refinements to the analysis that are being considered will also be discussed.

Stakeholder Meeting #6: Draft Study / Next Steps

At this meeting, the Consultant team will present a high-level preview of the Study and describe next steps.

Deliverables for Stakeholder Meetings:

- External stakeholder plan
- Agendas for each meeting
- Summary of each meeting
- Interview questionnaire
- Two-page memo summarizing the outcome of the interviews in Meeting #1

Subtask 6.2 – Coordination with Other City Efforts: This subtask assumes three meetings and continued, as needed, coordination with other programs such as Pure Water, Recycled Water, Groundwater, Raw Water, IRWM, etc.

Subtask 6.3 – Water Shortage Contingency Plan (WSCP): This subtask will develop / update the City's WSCP after legislation passes and specific requirements for a new WSCP are defined by the State, and with the feedback from the stakeholders

TASK 7 – Additional Services: As stated in the RFP, some tasks may be requested under an “as needed category.”

Subtask 7.1 – Additional Services. Prior to these tasks being initiated the Consultant will submit a memo to the City detailing the work to be completed, the staff (level / category), and the budget to be approved prior to beginning any as-needed work.

WORKSHOPS & MEETINGS

- Monthly progress meetings (including kickoff meeting) either in person or via conference call
- Workshop 1: Determine specific portfolio to be evaluated
- Workshop 2: Define final sustainability indicators and scenarios to be evaluated
- Workshop 3: Present results of the scenario analysis
- Workshop 4: Present results of simulation of alternatives to fix vulnerabilities
- Training Session: Teach the City how to use SDSIM

STAKEHOLDER MEETINGS

- Stakeholder Meeting #1
- Stakeholder Meeting #2
- Stakeholder Meeting #3
- Stakeholder Meeting #4
- Stakeholder Meeting #5
- Stakeholder Meeting #6

DELIVERABLES:

1. Report Outline (this can be modified as the project develops)
2. Task 2 TM –Carbon / Energy Characterization, Regulatory, and Policy Context (Subtask 2.4)
3. Task 3 TM1: Decision Process, Portfolios to Evaluate, Risk Factors, Scenario Description (Subtask 3.4)
4. Task 3 TM2: Sustainability Criteria and Analysis, Selection of Alternatives and Implementation (Subtask 3.5)
5. Task 4 TM1: Documentation of Demand Forecast for All Scenarios (Subtask 4.5)
6. Task 4 TM2: Modeling Results (Subtask 4.9)
7. Task 4 Model Delivery/Turn-Over of unlocked SDSIM model
8. External stakeholder plan
9. Agendas for each external stakeholder meeting
10. Summary of each external stakeholder meeting
11. External stakeholder interview questionnaire
12. Two-page memo summarizing the outcome of the interviews to external stakeholders in Meeting #1
13. Draft Report (subtask 5.1)
14. Second Draft Report (subtask 5.2)
15. Third Draft Report (subtask 5.3)
16. Final Report (subtask 5.4)
17. Draft Water Shortage Contingency Plan
18. Final Water Shortage Contingency Plan

COMPENSATION AND FEE SCHEDULE

COMPENSATION AND FEE SCHEDULE WATER SUSTAINABILITY REPORT (H176947)

TASKS	TOTAL FEE
Task 1: Project Management	
1.1 Progress Meetings (including Kickoff)	\$10,095
1.2 Management	\$49,050
Subtotal Task 1:	\$59,145
Task 2: Water Climate Energy	
2.1 Energy Footprint	\$13,625
2.2 Carbon Footprint	\$13,220
2.3 Regulatory Elements and Mitigation	\$13,075
2.4 Task 2 TM-Carbon/Energy Characterization, Regulatory, and Policy Context	\$16,645
Subtotal Task 2:	\$56,565
Task 3: Decision Process	
3.1 Sustainability Criteria	\$6,230
3.2 Technical Workshops	\$23,520
3.3 Alternatives Selection and Implementation	\$8,680
3.4 Task 3 TM1 - Decision Process, Portfolios to Evaluate, Risk Factors, Scenario Description	\$10,580
3.5 Task 3 TM2 - Sustainability Criteria and Analysis, Selection of Alternatives and Implementation	\$5,740
Subtotal Task 3:	\$54,750
Task 4: Water Sustainability and Resiliency Analysis	
4.1 Resiliency and Vulnerability Characterization of All Sources	\$8,930
4.2 Imported Water Model Customization	\$46,180
4.3 SDSIM Model Customization and SDSIM Training	\$19,740
4.4 Demand Forecast Modeling	\$36,655
4.5 Task 4 TM1 - Documentation of Demand Forecast for All Scenarios	\$8,750
4.6 Modeling Approach	\$6,850
4.7 Modeling Base and Scenarios	\$26,580
4.8 Modeling Alternatives	\$20,860
4.9 Task 4 TM2 - Modeling Results	\$11,525
Subtotal Task 4:	\$186,070
Task 5: Communications (Report)	
5.1 Draft Report	\$21,860
5.2 Second Draft Report	\$27,610
5.3 Third Draft Report	\$19,810
5.4 Final Report	\$15,870
Subtotal Task 5:	\$85,150
Task 6: Additional Tasks	
6.1 Meetings with External Stakeholders	\$52,340
6.2 Coordination with Other City Efforts	\$14,210
6.3 Water Shortage Contingency Plan (WSCP)	\$38,610
Subtotal Task 6:	\$105,160
TOTAL without Additional Services	
	\$546,840
Task 7: Additional Services	
7.1 Additional Services	\$54,684
Subtotal Task 7:	\$54,684
TOTAL	
	\$601,524

ADDITIONAL SERVICES RATE SCHEDULE

Woodard & Curran, Inc.	
Classification	Rate
Strategic Business Unit Leader	\$240
Senior Technical Practice Leader	\$265
Technical Practice Leader	\$240
Senior Project Manager	\$210
Engineer 4	\$120
Engineer 3	\$115
Engineer 2	\$110
Engineer 1	\$100
Scientist 3	\$155
Planner	\$125
Graphics	\$100
Admin	\$105

SUBCONSULTANTS

Classification	Rate
CDM Smith	
Senior Vice President	\$265
Associate	\$230
Planner 8	\$190
Grade 7	\$180
Grade 5	\$160
Grade 4	\$155
Grade 3	\$145
Grade 1	\$124
Senior Administrator	\$95
CityWorks	
Communications Partner	\$220
Design Partner	\$220
Director	\$175
Senior Account Manager, 1	\$140

EXHIBIT B

Senior Account Manager, 2	\$125
Senior Editor	\$90
Senior Graphic Designer	\$100
Graphic Designer	\$95
Assistant	\$70
Michael R Welch Consulting	
Principal	\$165
DLM Engineering, Inc.	
Principal Engineer	\$200

NOTE:**Mileage**

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

Travel

Travel expenses for the lowest cost effective Air Fare, Train, and/or Car Rental, will be reimbursed at actual costs (receipts required).

Lodging and Per Diem

Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).

Subconsultants

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

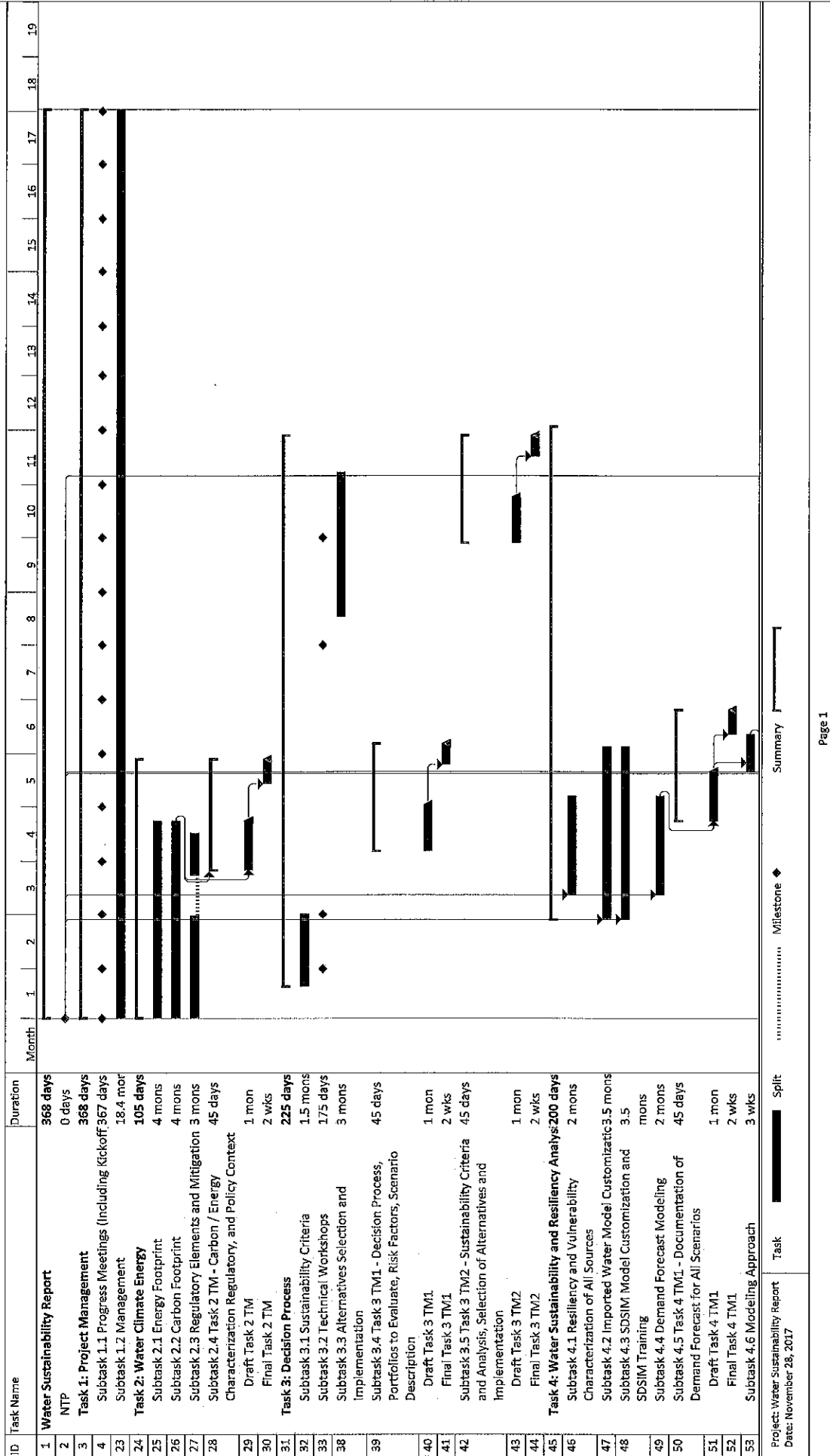
Rate Adjustment

A request for an annual rate adjustment must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego a minimum of 60 days before the Agreement anniversary date. Said proposed adjustment shall not exceed three percent (3%), and the City of San Diego must approve any rate adjustments in writing before they become effective.

-End of EXHIBIT B-

TIME SCHEDULE

TIME SCHEDULE WATER SUSTAINABILITY REPORT (H176947)



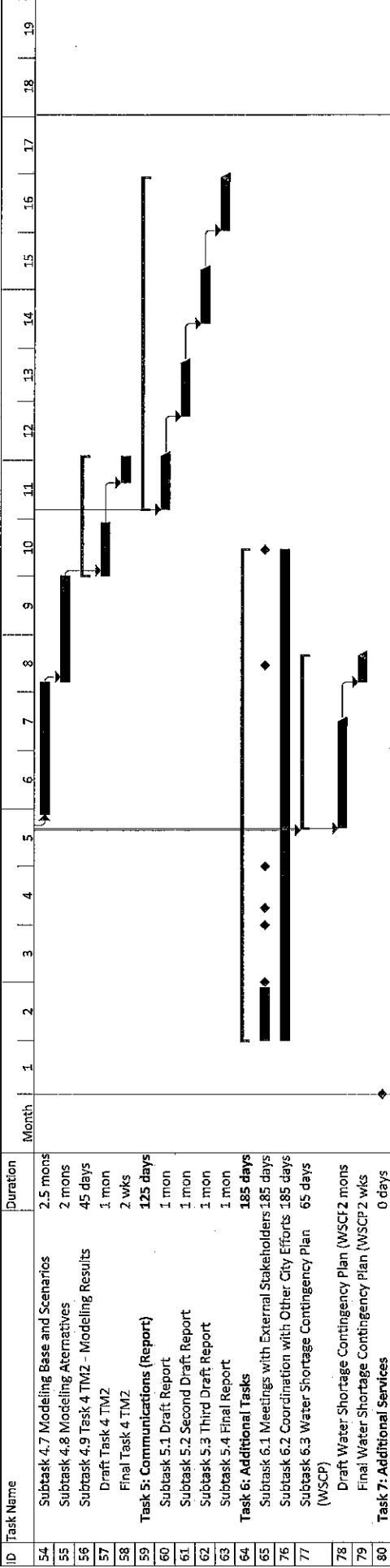
Project: Water Sustainability Report
Date: November 28, 2017

Summary

Task

Split Milestone

TIME SCHEDULE WATER SUSTAINABILITY REPORT (H176947)



NOTE: The exact dates of workshops and meetings is subject to change at the discretion of the City and coordination efforts with the stakeholders to best accommodate the progress of the project.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

- a. If the proposer achieves 20% participation, apply 5 points to the proposer's score; or

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

V. Maintaining Participation Levels.

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

VI. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. Certifications.

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

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

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

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

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

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

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

VIII. List of Attachments.

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

DISCLOSURE OF DISCRIMINATION COMPLAINTS

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

CHECK ONE BOX ONLY.

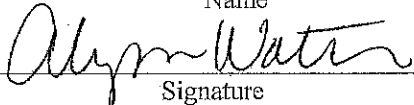
The undersigned certifies that within the past 10 years the Consultant has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors or suppliers.

The undersigned certifies that within the past 10 years the Consultant has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
8/2009	Baldwin, GA	2 EEOC charges - disability, gender, retaliation	N	EEOC issued a determination of no violation	None
4/2010	Acton, MA	EEOC charge - ADA	N	Withdrawn by former employee	None
2012	San Diego, CA	RMC, Woodard & Curran, Inc.'s subsidiary, was involved in a dispute responding to a wrongful termination claim made by two former employees.	Y	Resolved	Resolved through mediation
2/2012	Ashland, MA	MCAD charge - national origin	N	MCAD issued a finding of lack of probable cause	None
12/2012	North Fort Myers, FL	EEOC Charge - age	N	EEOC dismissed the claim	None
12/2013	Portland, ME	MHRC Charge - sex, age, retaliation	N	Resolved	None
9/2015	Hull, MA	MCAD Charge - ADA, age	N	Pending	None

Consultant Name Woodard & Curran, Inc.

Certified By Title Alyson Watson, P.E., Executive Vice President

Name

 Signature
 Date 12/21/17

USE ADDITIONAL FORMS AS NECESSARY



City of San Diego

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

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

WORK FORCE REPORT

ADMINISTRATIVE

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: Woodard & Curran, Inc.

AKA/DBA: RMC Water and Environment

Address (Corporate Headquarters, where applicable): 41 Hutchins Drive

City: Portland County: Cumberland State: ME Zip: 04102

Telephone Number: (800) 426.4262 FAX Number: (207) 774.6635

Name of Company CEO: Douglas J. McKeown

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

Address: 10509 Vista Sorrento Parkway, Suite 205

City: San Diego County: San Diego State: CA Zip: 92121

Telephone Number: (858) 875.7400 FAX Number: (858) 875.7401 Email: _____

Type of Business: Corporation Type of License: Business: B2007027829E7AGT

The Company has appointed: Jill Sawa, Human Resources Manager

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

Address: 40 Shattuck Road, Suite 110, Andover, MA 01810

Telephone Number: (978) 482.7876 FAX Number: (978) 557.7948 Email: jsawa@woodardcurran.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Woodard & Curran, Inc.

(Firm Name)

San Diego, CA hereby certify that information provided

(County) (State)

herein is true and correct. This document was executed on this 12 day of December, 2017.

Allyson Watson
 (Authorized Signature)

Allyson Watson, Executive Vice President
 (Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: Woodard & Curran, Inc.

DATE: 12/21/17

OFFICE(S) or BRANCH(ES): San Diego

COUNTY: San Diego

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

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

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

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

Totals Each Column			1			1					3	5		
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Grand Total All Employees	10
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



City of San Diego

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

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

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT**ADMINISTRATIVE**

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

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

Name of Company: Woodard & Curran, Inc.AKA/DBA: RMC Water and EnvironmentAddress (Corporate Headquarters, where applicable): 41 Hutchins DriveCity: Portland County: Cumberland State: ME Zip: 04102Telephone Number: (800) 426.4262 FAX Number: (207) 774.6635Name of Company CEO: Douglas J. McKeown

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

Address: 10509 Vista Sorrento Parkway, Suite 205City: San Diego County: San Diego State: CA Zip: 92121Telephone Number: (858) 875.7400 FAX Number: (858) 875.7401 Email: _____Type of Business: Corporation Type of License: Business: B2007027829E7AGTThe Company has appointed: Jill Sawa, Human Resources Manager

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

Address: 40 Shattuck Road, Suite 110, Andover, MA 01810Telephone Number: (978) 482.7876 FAX Number: (978) 557.7948 Email: jsawa@woodardcurran.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Woodard & Curran, Inc.

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 21 day of December, 2017.

(Authorized Signature)

Alyson Watson, Executive Vice President

(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: Woodard & Curran, Inc.

DATE: 12/21/2017

OFFICE(S) or BRANCH(ES): Irvine

COUNTY: Orange

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

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

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

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

Totals Each Column			1	1	2	1						3	2	1	
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Grand Total All Employees	11
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled															
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Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															



City of San Diego

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

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

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT**ADMINISTRATIVE**

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

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

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

Name of Company: Woodard & Curran, Inc.AKA/DBA: RMC Water and EnvironmentAddress (Corporate Headquarters, where applicable): 41 Hutchins DriveCity: Portland County: Cumberland State: ME Zip: 04102Telephone Number: (800) 426.4262 FAX Number: (207) 774.6635Name of Company CEO: Douglas J. McKeown

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

Address: 10509 Vista Sorrento Parkway, Suite 205City: San Diego County: San Diego State: CA Zip: 92121Telephone Number: (858) 875.7400 FAX Number: (858) 875.7401 Email: _____Type of Business: Corporation Type of License: Business: B2007027829E7AGTThe Company has appointed: Jill Sawa, Human Resources Manager

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

Address: 40 Shattuck Road, Suite 110, Andover, MA 01810Telephone Number: (978) 482.7876 FAX Number: (978) 557.7948 Email: jsawa@woodardcurran.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Woodard & Curran, Inc.

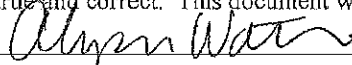
(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 21 day of December, 2017.


 (Authorized Signature)

Alyson Watson, Executive Vice President

(Print Authorized Signature)

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

COUNTY: Los Angeles

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

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

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

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

Totals Each Column		1	1		2							6	4		1
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Grand Total All Employees	15
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled															
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Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															



City of San Diego

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

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

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

ADMINISTRATIVE

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NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: Woodard & Curran, Inc.

AKA/DBA: RMC Water and Environment

Address (Corporate Headquarters, where applicable): 41 Hutchins Drive

City: Portland County: Cumberland State: ME Zip: 04102

Telephone Number: (800) 426.4262 FAX Number: (207) 774.6635

Name of Company CEO Douglas J. McKeown

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

Address: 10509 Vista Sorrento Parkway, Suite 205

City: San Diego County: San Diego State: CA Zip: 92121

Telephone Number: (925) 627-4100 FAX Number: (925) 627-4101 Email:

Type of Business: Corporation Type of License: Business: B2007027829E7AGT

The Company has appointed: Jill Sawa, Human Resources Manager

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

Address: 40 Shattuck Road, Suite 110, Andover, MA 01810

Telephone Number: (978) 482.7876 FAX Number: (978) 557.7948 Email: jsawa@woodardcurran.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Woodard & Curran, Inc.

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 21 day of December, 2017.

[Signature]
(Authorized Signature)

Alyson Watson, Executive Vice President
(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: Woodard & Curran, Inc.

DATE: 12/21/17

OFFICE(S) or BRANCH(ES): Walnut Creek

COUNTY: Contra Costa

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

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- (7) Other ethnicity; not falling into other groups

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

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

Totals Each Column		1	3	1	5	4		2			13	12		
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Grand Total All Employees	41
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



City of San Diego

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

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

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT**ADMINISTRATIVE**

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Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
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Name of Company: Woodard & Curran, Inc.AKA/DBA: RMC Water and EnvironmentAddress (Corporate Headquarters, where applicable): 41 Hutchins DriveCity: Portland County: Cumberland State: ME Zip: 04102Telephone Number: (800) 426.4262 FAX Number: (207) 774.6635Name of Company CEO Douglas J. McKeown

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

Address 10509 Vista Sorrento Parkway, Suite 205City: San Diego County San Diego State: CA Zip: 92121Telephone Number: (415) 321-3400 FAX Number: (415) 321-3401 Email: _____Type of Business: Corporation Type of License: Business: B2007027829E7AGTThe Company has appointed: Jill Sawa, Human Resources Manager

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

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Woodard & Curran, Inc.

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 21 day of December, 2017.

Alyson Watson
 (Authorized Signature)

Alyson Watson, Executive Vice President

(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: Woodard & Curran, Inc.

DATE: 12/21/17

OFFICE(S) or BRANCH(ES): San Francisco

COUNTY: San Francisco

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

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

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

Totals Each Column					1	4						4	6		
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Grand Total All Employees 15

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

Disabled															
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Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															



City of San Diego

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

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WORK FORCE REPORT**ADMINISTRATIVE**

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

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

Name of Company: Woodard & Curran, Inc.AKA/DBA: RMC Water and EnvironmentAddress (Corporate Headquarters, where applicable): 41 Hutchins DriveCity: Portland County: Cumberland State: ME Zip: 04102Telephone Number: (800) 426.4262 FAX Number: (207) 774.6635Name of Company CEO: Douglas J. McKeown

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

Address: 10509 Vista Sorrento Parkway, Suite 205City: San Diego County: San Diego State: CA Zip: 92121Telephone Number: (858) 875.7400 FAX Number: (858) 875.7401 Email: _____Type of Business: Corporation Type of License: Business: B2007027829E7AGTThe Company has appointed: Jill Sawa, Human Resources Manager

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

Address: 40 Shattuck Road, Suite 110, Andover, MA 01810Telephone Number: (978) 482.7876 FAX Number: (978) 557.7948 Email: jsawa@woodardcurran.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Woodard & Curran, Inc.

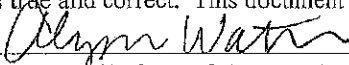
(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 21 day of December, 2017.


 (Authorized Signature)

Alyson Watson, Executive Vice President

(Print Authorized Signature)

OFFICE(S) or BRANCH(ES): San Jose

COUNTY: Santa Clara

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

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

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

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

Totals Each Column				1	2	1	1					1	7		
--------------------	--	--	--	---	---	---	---	--	--	--	--	---	---	--	--

Grand Total All Employees	13
---------------------------	----

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

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

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															



City of San Diego

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

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

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT**ADMINISTRATIVE**

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

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

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

Name of Company: Woodard & Curran, Inc.AKA/DBA: RMC Water and EnvironmentAddress (Corporate Headquarters, where applicable): 41 Hutchins DriveCity: Portland County: Cumberland State: ME Zip: 04102Telephone Number: (800) 426.4262 FAX Number: (207) 774.6635Name of Company CEO: Douglas J. McKeown

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

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Woodard & Curran, Inc.

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 21 day of December, 2017.

Alyson Watson
 (Authorized Signature)

Alyson Watson, Executive Vice President
 (Print Authorized Signature)

Inc. OFFICE(S) or BRANCH(ES): Andover, Maine

COUNTY: Oxford

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

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OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial						1						21	7		
Professional												13	10		
A&E, Science, Computer															
Technical															
Sales															
Administrative Support												2	7		
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*															

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

Totals Each Column						1						36	24		
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Grand Total All Employees 61

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

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

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															



City of San Diego

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

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

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT**ADMINISTRATIVE**

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

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

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

Name of Company: Woodard & Curran, Inc.AKA/DBA: RMC Water and EnvironmentAddress (Corporate Headquarters, where applicable): 41 Hutchins DriveCity: Portland County: Cumberland State: ME Zip: 04102Telephone Number: (800) 426.4262 FAX Number: (207) 774.6635Name of Company CEO: Douglas J. McKeown

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Woodard & Curran, Inc.

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 21 day of December, 20 17.

Alyson Watson
 (Authorized Signature)

Alyson Watson, Executive Vice President

(Print Authorized Signature)

OFFICE(S) or BRANCH(ES): Dedham, Maine

COUNTY: Hancock

1. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:
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 - (2) Hispanic, Latino, Mexican-American, Puerto Rican
 - (3) Asian, Pacific Islander
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OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial						1						28	11		
Professional												15	6		
A&E, Science, Computer															
Technical													1		
Sales															
Administrative Support					1							1	5		
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*															

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

Totals Each Column					1	1						44	23		
--------------------	--	--	--	--	---	---	--	--	--	--	--	----	----	--	--

Grand Total All Employees	69
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

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

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
CDM Smith Inc. 703 Palomar Airport Road Suite 300 Carlsbad, CA 92011	Overall technical direction; general reliability analysis; imported water reliability analysis; groundwater; scenario development; AB32 and GHG emissions.	30%	OBE	N/A
CityWorks People + Places, Inc. 110 West A Street Suite 600 San Diego, CA 92101	Report Development and Communications	17%	SLBE	City of San Diego
DLM Engineering, Inc. 14220 Sandhill Road Poway, CA 92064	Groundwater and Regional System	5%	SLBE	City of San Diego
Dr. Michael Welch Consulting Engineer 2735 San Clemente Terrace San Diego, CA 92122	Regulations and Permitting	3%	SLBE	City of San Diego

List of Abbreviations:

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

* Listed for informational purposes only.

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

SUBCONSULTANT SUMMARY TABLE

Legal Name & Address	Address(es) of San Diego County Offices	No. of Years in San Diego County	No. San Diego County Employees	City of San Diego Business Tax Cert. #/DIR Registration #	Name, Title, Address, Telephone Number, & E-mail Address of Contact Person
CDM Smith Inc. 703 Palomar Airport Road Ste. 300 Carlsbad, CA 92011	703 Palomar Airport Rd. Ste. 300 Carlsbad, CA 92011	37	47	B1992001811 DIR 1000008045	Tom Falk, Environmental Engineer 703 Palomar Airport Road, Ste. 300 Carlsbad, CA 92011 760-415-4338 falkt@cdmsmith.com
CityWorks People + Places, Inc. 110 West A Street Ste. 600 San Diego, CA 92101	110 West A Street Ste. 600 San Diego, CA 92101	25	13	2014037671	Catherine Smith, Partner, Communications, CFO 110 West A Street, Ste. 600 San Diego, CA 92101 619-238-9091 x112 catherine.smith@cityworks.biz
DLM Engineering, Inc. 14220 Sandhill Road Poway, CA 92064	14220 Sandhill Road Poway, CA 92064	7	1	B2011006691 1000041501	Don MacFarlane, Principal 14220 Sandhill Road Poway, CA 858-414-7801 dlmengineering@yahoo.com
Michael R. Welch, Ph.D., P.E. Consulting Engineer 2735 San Clemente Terrace San Diego, CA 92122	2735 San Clemente Terrace San Diego, CA 92122	23	1	B1995000330	Michael R. Welch, Ph.D., P.E., Consulting Engineer 2735 San Clemente Terrace San Diego, CA 92122 858-625-0167 mwelch1@san.r.com

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Water Sustainability Report

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

Woodard & Curran, Inc.
Name under which business is conducted

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

Signed Alyson Watson
Printed Name Alyson Watson
Title Executive Vice President
Date 12/21/17

CITY OF SAN DIEGO

Consultant Performance Evaluation

The purpose of this form is to provide historical data to City staff when selecting consultants.

Section I

1. PROJECT DATA		2. CONSULTANT DATA																	
1a. Project (title, location):	2a. Name and address of Consultant:																		
1b. Brief Description:	2b. Consultant's Project Manager: Phone: ()																		
1c. Budgeted Cost: \$	WBS/IO:																		
3. CITY DEPARTMENT RESPONSIBLE																			
3a. Department (include Division):	3b. Project Manager (address & phone): Phone: ()																		
4. & 5. CONTRACT DATA (DESIGN PHASE <input type="checkbox"/> OR CONSTRUCTION SUPPORT <input 4"="" type="checkbox/>)</th> </tr> <tr> <td colspan="/> 4. Design Phase																			
Agreement Date: _____	Resolution #: R- _____	Initial Contract Amount 4a. \$ _____	4b. Prev. Amendment(s): \$ _____																
4c. Current Amendment: \$ _____ / Number: _____		4d. Total Agreement (4a. + 4b. + 4c.): \$ _____																	
4d. Type of Work (design, study, as-needed services, etc.):	4e. Key Design Phase Completion Dates: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">% of Design Phase Completion</td> <td style="text-align: center;">%</td> <td style="text-align: center;">%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>Agreed Delivery Date:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Actual Delivery Date:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Acceptance of Plans/Specs.:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>		% of Design Phase Completion	%	%	100%	Agreed Delivery Date:	_____	_____	_____	Actual Delivery Date:	_____	_____	_____	Acceptance of Plans/Specs.:	_____	_____	_____	Final Construction Est. Completion: _____ Actual Completion: _____
% of Design Phase Completion	%	%	100%																
Agreed Delivery Date:	_____	_____	_____																
Actual Delivery Date:	_____	_____	_____																
Acceptance of Plans/Specs.:	_____	_____	_____																
5. Construction Support																			
5a. Contractor _____ <i>(name and address)</i>			Phone () _____																
5b. Superintendent _____																			
5c. Notice to Proceed _____ (date)	5f. Change Orders: Errors/Omissions _____ % of const. cost \$ _____ Unforeseen Conditions _____ % of const. cost \$ _____ Changed Scope _____ % of const. cost \$ _____ Changed Quantities _____ % of const. cost \$ _____ Total Construction Cost \$ _____																		
5d. Working days _____ (number)																			
5e. Actual Working days _____ (number)																			
6. OVERALL RATING FOR DESIGN PHASE <input type="checkbox"/> OR FOR CONSTRUCTION SUPPORT <input 50%;"="" type="checkbox/>)</th> </tr> <tr> <td style=" width:=""/> <td style="text-align: center;">Excellent</td> <td style="text-align: center;">Satisfactory</td> <td style="text-align: center;">Poor</td>				Excellent	Satisfactory	Poor													
6a. Quality of Plans/Specifications/As-Builts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
Compliance with Contract & Budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
Responsiveness to City Staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
6b. Overall Rating _____																			
7. AUTHORIZING SIGNATURES																			
7a. Project Manager _____	Date _____																		
7b. Section Head _____	Date _____																		

Section II					SPECIFIC RATING				
DESIGN EVALUATION					CONSTRUCTION SUPPORT EVALUATION				
	EXCELLENT	SATISFACTORY	POOR	NA		EXCELLENT	SATISFACTORY	POOR	NA
Plans/Specifications accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drawing reflect existing conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	As-Built drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs properly formatted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Quality design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Code Requirements covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Change orders due to design deficiencies are minimized	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to City design standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timely responses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attitude toward Client and review bodies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attitude toward Client and review bodies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Follows direction and chain of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Follows direction and chain of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work product delivered on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timeliness in notifying City of major problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMPLIANCE WITH CONTRACT & BUDGET					Resolution of Field problems				
Reasonable agreement negotiation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Value Engineering Analysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to fee schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adherence to project budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timely responses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness in notifying City of major issues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work product delivered on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Item :

Item :

Item :

Item :

(*Supporting documentation attached: Yes No)

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

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

A. BID/PROPOSER/SOLICITATION TITLE:

City of San Diego Water Sustainability Report for the Public Utilities Department (H176947)

B. BIDDER PROPOSER INFORMATION

Woodard & Curran, Inc.

Legal Name		DBA	
10509 Vista Sorrento Parkway, Suite 205	San Diego	CA	92121
Street Address	City	State	Zip
Enrique Lopezcalva, Vice President	858-875-7414	858-875-7401	
Contact Person, Title	Phone	Fax	

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

* The precise nature of the interest includes:

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

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

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

Enrique Lopezcalva	Vice President
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)

<5% Ownership	
Interest in the transaction	
Alyson Watson	Executive Vice President
Name	Title/Po
San Francisco, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
<5% Ownership	
Interest in the transaction	
Name	Title/Po
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Use Attachment "A" if additional pages are necessary.

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

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

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

Yes No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation

Date incorporated: 05/15/1979 State of incorporation: Maine

List corporation's current officers:

President: Douglas J. McKeown

Vice Pres.: _____

Secretary: Bruce S. Nicholson

Treasurer: David W. Remick

Is your firm a publicly traded corporation? Yes No

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

Limited Liability Company

Date formed: mm/dd/yyyy State of formation: _____

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

Partnership

Date formed: mm/dd/yyyy State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: mm/dd/yyyy

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

Joint Venture Date formed: mm/dd/yyyy

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Name of Bank: TD Bank

Point of Contact: Jonathan C. Daskocil, Vice President, Treasury Management Sales Officer

Address: 1 Portland Square, Union Street Suite 4, Portland, ME 04101

Phone Number: 207-761-8615

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

F. PERFORMANCE HISTORY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

If Yes, use Attachment “A” to explain specific circumstances.

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

Yes No

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

7. Performance References:

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

Company Name: Marin Municipal Water District - 2015 Urban Water Management Plan and Water Resources Plan

Contact Name and Phone Number: Lucy Croy, 415-945-1455

Contact Email: lcroy@marinwater.org

Address: 220 Nellen Avenue, Corte Madera, CA 94925

Contract Date: 8/2015 - 7/2017

Contract Amount: \$574,991

Requirements of Contract: Water Resources Planning and Supply

Company Name: San Diego County Water Authority - IRWM Program and Plan Update 2015

Contact Name and Phone Number: Mark Stadler, 858-522-6735

Contact Email: mstadler@sdcwa.org

Address: 4677 Overland Avenue, San Diego, CA 92123

Contract Date: 4/2015 - 6/2019

Contract Amount: \$1.3M

Requirements of Contract: Water Resources Integrated Planning

Company Name: Los Angeles Department of Public Works - Los Angeles County Water Resilience Plan

Contact Name and Phone Number: Russ Bryden, 626-458-4334

Contact Email: rbryden@ladpw.org

Address: 900 S. Fremont Avenue, 11th Floor, Alhambra, CA 91803

Contract Date: 10/2016 - 4/2017

Contract Amount: \$220,000

Requirements of Contract: Water Resources Planning

G. COMPLIANCE:

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

Yes No

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

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

Yes No

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

H. BUSINESS INTEGRITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

I. WAGE COMPLIANCE:

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

Yes No

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

J. STATEMENT OF SUBCONTRACTORS:

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

Company Name: CDM Smith, Inc. _____

Contact Name and Phone Number: Tom Falk, Environmental Engineer, 760-415-4338 _____

Contact Email: falktc@cdmsmith.com _____

Address: 703 Palomar Airport Road, Ste. 300, Carlsbad, CA 92011 _____

Contract Date: 5/11/2018 _____

Contract Amount: \$165,052 _____

Requirements of Contract: Overall technical direction, general reliability analysis, imported water reliability analysis, groundwater, scenario development, AB32 and GHG emissions _____

What portion of work will be assigned to this subcontractor: 30% _____

See Attachment "A" for additional Subcontractor information _____

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

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

K. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated 06/01/2017 _____

Complete all questions and sign below.

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

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

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and agree to respond to a request for information within ten (10) working days.

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

Enrique Lopezcalva, Vice President
Name and Title


Signature

5/3/2018
Date

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

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

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

CONTRACTOR STANDARDS, Pledge of Compliance, C. OWNERSHIP AND NAME CHANGES

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

Enrique Lopezcalva and Alyson Watson were officers of RMC Water & Environment, Inc. (RMC). RMC is a subsidiary of Woodard & Curran, Inc., an integrated engineering, science, and operations company. In November 2016, Woodard & Curran merged with RMC, a California-based environmental engineering company focused exclusively on water, including specialized services in water supply and treatment, watershed management, water recycling, water quality permitting, and integrated regional planning. RMC is a wholly owned subsidiary of Woodard & Curran.

The business address was:
2175 N California Boulevard Suite 315
Walnut Creek, CA 94596

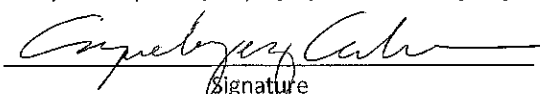
CONTRACTOR STANDARDS, Pledge of Compliance, F. PERFORMANCE HISTORY

Question F.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?

Woodard & Curran, Inc. entered into a confidential settlement agreement in 2018 in connection with a lawsuit wherein breach of contract was alleged.

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

Enrique Lopezcalva, Vice President
Print Name, Title


Signature

5/3/2018
Date

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

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

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

CONTRACTOR STANDARDS, Pledge of Compliance, J. STATEMENT OF SUBCONTRACTORS
Subcontractor Information, continued:

Company Name: CityWorks People + People Inc.
Contact Name and Phone Number: Catherine Smith, Partner, Communications, CFO, 619-238-9091
Contact Email: Catherine.Smith@cityworks.biz
Address: 110 West A Street, Suite 600, San Diego, CA 92101
Contract Date: 5/11/2018
Sub-Contract Dollar Amount: \$92,963
Requirements of Contract: Report development and communications
What portion of work will be assigned to this subcontractor: 17%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes - SLBE. Certification follows this page.

Company Name: DLM Engineering, Inc.
Contact Name and Phone Number: Don MacFarlane, Owner/President, 858-414-7801
Contact Email: dlmengineering@yahoo.com
Address: 14220 Sandhill Road, Poway, CA 92064
Contract Date: 5/11/2018
Sub-Contract Dollar Amount: \$27,342
Requirements of Contract: Groundwater and regional system
What portion of work will be assigned to this subcontractor: 5%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes - SLBE. Certification follows this page.

Company Name: Dr. Michael Welch, Independent Consultant
Contact Name and Phone Number: Michael Welch, Consultant, 858-625-0167
Contact Email: mwelch1@san.rr.com
Address: 2735 San Clemente Terrace, San Diego, CA 92122
Contract Date: 5/11/2018
Sub-Contract Dollar Amount: \$16,405
Requirements of Contract: Regulations and permitting
What portion of work will be assigned to this subcontractor: 3%
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? Yes - SLBE. Certification follows this page.

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

Enrique Lopezcalva, Vice President _____ 5/3/2018
Print Name, Title Signature Date

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: City of San Diego Public Utilities Department
2. Name of Specific Consultant & Company: Woodard & Curran, Inc.
3. Address, City, State, ZIP: 10509 Vista Sorrento Parkway, Suite 205 San Diego, CA 92121
4. Project Title (as shown on 1472, "Request for Council Action"): Agreement with Woodard & Curran, Inc. for the Preparation of the Water Sustainability Report
5. Consultant Duties for Project: Professional water resource consulting related to the preparation of the Water Sustainability Report, including stakeholder involvement and the preparation of the Water Shortage Contingency Plan.

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

Four horizontal lines for listing specific economic interests.

By: LEE ANN JONES SANTOS Assistant Director

11/30/17 [Date]

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

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

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

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

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

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

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

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

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

Woodard & Curran, Inc.
Name of Firm

Alyson Watson
Signature of Authorized Representative

Alyson Watson
Printed/Typed Name

12/21/17
Date

CONSULTANT CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATIONPROJECT TITLE: Water Sustainability Report (H176947)

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

Woodard & Curran, Inc.

(Name under which business is conducted)

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

Signed

Alyson Watson

Printed Name

Alyson Watson

Title

Executive Vice President

RESOLUTION NUMBER R- 311638

DATE OF FINAL PASSAGE APR 24 2018

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING AN AGREEMENT WITH
WOODARD & CURRAN, INC. FOR THE PREPARATION OF
THE WATER SUSTAINABILITY REPORT (H176947).

WHEREAS, the City of San Diego Public Utilities Department (PUD) issued a Request for Proposals (RFP) for the preparation of a Water Sustainability Report (WSR) on April 27, 2017, and Woodard & Curran, Inc. was selected as the most qualified firm following a competitive selection and procurement process; and

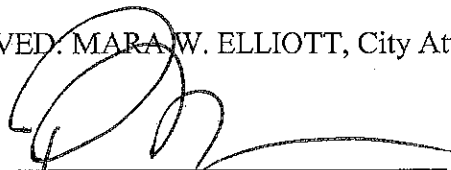
WHEREAS, the primary task of Woodard & Curran, Inc. will be to research, develop, and prepare the WSR, a water resources planning tool that will investigate the risks, sensitivities, and uncertainties regarding the City's water supply and potential effects of climate change, and the Water Shortage Contingency Plan (WSCP), which examines the City's contingency plans if it had to declare a water emergency or enact more stringent restrictions on water use; and

WHEREAS, the City has negotiated a contract to pay Woodard & Curran, Inc. to perform all Professional Services in an amount not to exceed \$601,524, with a contract duration to June 30, 2020 (Agreement); NOW, THEREFORE,

BE IT RESOLVED, by the City Council of the City of San Diego, that the Mayor, or his designee, is authorized to execute the Agreement on file with the City Clerk as Document No. RR-311638 with Woodard & Curran, Inc., to prepare the Water Sustainability Report, in an amount not to exceed \$601,524, with an Agreement duration to June 30, 2020; and

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to expend an amount not to exceed \$601,524 from the Water Utility Operating Fund 700011, for the purpose of funding the Agreement with Woodard & Curran, Inc. for the preparation of the WSR, contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

APPROVED: MARA W. ELLIOTT, City Attorney

By 
Raymond C. Palmucci
Deputy City Attorney


RCP:amc
March 13, 2018
Or.Dept:Public Util.
CC No. n/a
Doc. No.: 1679270

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of APR 10 2018.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 4/19/18
(date)


KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on APR 10 2018, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gomez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage APR 24 2018

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

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California.

(Seal)

By Ginda Bruin, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 311638

Passed by the Council of The City of San Diego on April 10, 2018, by the following vote:

YEAS: ZAPF, WARD, COLE, KERSEY, CATE, SHERMAN, ALVAREZ, GÓMEZ.

NAYS: NONE.

NOT PRESENT: BRY.

RECUSED: NONE.

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: Linda Brown Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R-311638, approved on April 10, 2018. The date of final passage is
April 24, 2018.

ELIZABETH S. MALAND

City Clerk of the City of San Diego, California

(Seal)

By: Linda Brown Deputy