

COUNCIL DOCKET OF _____

Supplemental Adoption Consent Unanimous Consent Rules Committee Consultant Review

R -

O -

Agreement with Brown and Caldwell for Preparing 2010 Urban Water Management Plan (UWMP)

Reviewed Initiated By NR&C On 1/28/09 Item No. 5b

RECOMMENDATION TO:

Approve.

VOTED YEA: Frye, DeMaio, Lightner

VOTED NAY: Emerald

NOT PRESENT:

CITY CLERK: Please reference the following reports on the City Council Docket:

REPORT TO THE CITY COUNCIL NO.

INDEPENDENT BUDGET ANALYST NO.

COUNCIL COMMITTEE CONSULTANT ANALYSIS NO.

OTHER:

Water Department's January 08, 2009, Executive Summary Sheet

COUNCIL COMMITTEE CONSULTANT _____

000205

EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE ISSUED: January 08, 2009 REPORT NO: N/A
 ATTENTION: Natural Resources and Culture Committee,
 Agenda of January 28, 2009
 ORIGINATING DEPARTMENT: Water Department
 SUBJECT: Agreement with Brown and Caldwell for preparing 2010
 Urban Water Management Plan (UWMP)
 COUNCIL DISTRICT(S): All
 STAFF CONTACT: Marsi A. Steirer (619) 533-4112
 George J. Adrian (619) 533-4680

REQUESTED ACTION:

Council is requested to approve a five (5) year agreement with Brown and Caldwell for preparation of the 2010 UWMP, and authorize an expenditure not to exceed \$400,000.

STAFF RECOMMENDATION:

- Authorize the Mayor, or his designee, to execute an agreement with Brown and Caldwell, for the preparation of the 2010 UWMP and related services for the Water Department.
- Authorize the expenditure in an amount not-to-exceed \$400,000 from the Water Department Fund 41500, Organization Number 8310 for consulting services.

EXECUTIVE SUMMARY:

The City of San Diego Water Department (City) is required by the Urban Water Management Planning Act (Act), California Water Code Sections 10610 through 10657, to prepare and adopt an Urban Water Management Plan (UWMP) every five years, in years ending in five and zero. This Plan is to be filed with the Department of Water Resources (DWR) and is used as a water resources planning tool to ensure a safe and adequate water supply over a 25-year planning horizon. Completion of this Plan helps ensure the City is eligible for funding from various State agencies to be used for projects that develop local water supplies. If an UWMP is not submitted and accepted, the City will not be eligible for State funding opportunities.

The City issued a Request for Proposals for the 2010 UWMP Consulting Services on August 21, 2008, and advertised in the San Diego Daily Transcript and on the City's website. Two (2) firms submitted proposals on October 1, 2008. On October 27, 2008, the firms were interviewed by a selection panel that consisted of staff from the Water Department and a representative from the San Diego County Water Authority. Brown and Caldwell was selected as the most qualified firm following a competitive selection and procurement process completed in accordance with City Council Policy 300-7, Consultant Services Selection, and the City's Administrative Regulation 25.60, Selection of Consultants for Work Requiring Licensed Architect and Engineering Skills and Other Related Professional Services.

The primary task of the consultant will be to research, develop and prepare the 2010 UWMP for the City. The "Guidebook for the Urban Water Management Plan" (Guidebook), developed by DWR, will be used in the preparation and filing of the 2010 UWMP. The consultant will be responsible for satisfying the requirements of the Guidebook to the complete satisfaction of DWR, and in providing to the City the 2010 UWMP which satisfies the City's obligation under

the Act. In addition, the consultant will perform work which will support the 2010 UWMP, including updating portions of the Long-Range Water Resources Plan (LRWRP) relating to water resources planning and supply diversification. The consultant will also provide technical reports related to the latest issues which affect the risk, reliability and quality of our water supplies such as global warming, greenhouse gases, energy efficiency, drought and other regional water supply issues. The work on the updated LRWRP and technical reports will be folded into and/or summarized in the appropriate sections of the 2010 UWMP.

Brown and Caldwell has the expertise, experience and personnel necessary to provide the professional services. The City will pay Brown and Caldwell for performance of all Professional Services rendered in accordance with the Agreement, in an amount not to exceed \$400,000.

EQUAL OPPORTUNITY CONTRACTING

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No.18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

FISCAL CONSIDERATIONS:

Funding for the \$400,000 is available from the Water Department Fund 41500, Organization Number 8310.

PREVIOUS COUNCIL/COMMITTEE ACTION:

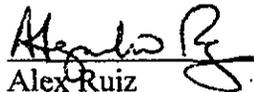
There are no previous actions on this contract.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

As part of the adoption of the 2010 UWMP, the City will conduct meetings for internal and external stakeholders. This agreement will be considered by the IROC at their January 12, 2009 meeting.

KEY STAKEHOLDERS:

As an initiative to meet the goals of the state guidelines, the City water rate payers are stakeholders. In addition, City staff, regional water agencies and the water industry will use this plan as a water resources planning tool to understand the City's water planning and to ensure a safe and adequate water supply over a 25-year planning horizon.

 1/20/09
Alex Ruiz

Assistant Water Department Director

 1.20.09
J. M. Barnett

Director of Public Utilities

000207

DOCKET SUPPORTING INFORMATION
 CITY OF SAN DIEGO
 EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE: 101
 February 2, 2009 03/10

SUBJECT: Agreement with Brown and Caldwell for preparing 2010 Urban Water Management Plan (UWMP)

GENERAL CONTRACT INFORMATION

Recommended Consultant: Brown and Caldwell
 Amount of this Action: \$400,000.00
 Funding Source: City

SUBCONSULTANT PARTICIPATION

This Action

CDM (Other)	\$114,400.00	28.60%
CH2M Hill (Other)	\$ 26,000.00	6.50%
Total Certified Subconsultant Participation	\$ 0.00	0.00%
Total Other Participation	\$140,400.00	35.10%
Total Subconsultant Participation	\$140,400.00	35.10%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Brown and Caldwell submitted a Work Force Report for their San Diego County employees dated January 26, 2009, with a total of 53 employees. The firm's Work Force Analysis reflects under representations in the following categories:

- Hispanics in Professional
- Asians in Technical
- Filipinos Professional and Technical
- Females in Mgmt & Financial and Professional

Brown and Caldwell has an approved EO Plan submitted February 11, 2008 which describes equal employment policies and practices. Staff will continue to monitor their equal employment performance.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non-Discrimination Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

The *Work Force Report Analysis* is attached.

JLR

File: Admin WOFO 2000

Date WOFO Submitted: 1/26/2009
Input by: rw

Goals reflect statistical labor force availability for the following: 2000 CLFA
San Diego, CA

City of San Diego Equal Opportunity Contracting
WORK FORCE ANALYSIS REPORT
FOR
Company: *Brown and Caldwell*

I. TOTAL WORK FORCE:

	Black		Hispanic		Asian		American Indian		Filipino		White		Other					
	Goals	M	F	Goals	M	F	Goals	M	F	Goals	M	F	Goals	M	F			
Mgmt & Financial	3.3%	0	0	11.9%	2	0	6.2%	2	0	0.4%	0	0	6.2%	1	0	9	5	
Professional	4.0%	0	0	12.6%	0	0	6.5%	2	0	0.5%	0	0	6.5%	0	0	8	9	
A&E, Science, Computer	2.8%	0	0	7.3%	0	0	16.2%	0	0	0.3%	0	0	16.2%	0	0	0	0	
Technical	6.6%	0	0	14.8%	2	0	17.2%	0	0	0.4%	0	0	17.2%	0	0	3	4	
Sales	3.9%	0	0	19.5%	0	0	6.8%	0	0	0.6%	0	0	6.8%	0	0	0	0	
Administrative Support	7.0%	0	1	20.8%	0	1	8.8%	0	1	0.6%	0	0	8.8%	0	2	0	1	
Services	5.5%	0	0	36.9%	0	0	9.7%	0	0	0.6%	0	0	9.7%	0	0	0	0	
Crafts	4.5%	0	0	25.8%	0	0	9.1%	0	0	0.7%	0	0	9.1%	0	0	0	0	
Operative Workers	4.3%	0	0	38.8%	0	0	20.8%	0	0	0.3%	0	0	20.8%	0	0	0	0	
Transportation	8.1%	0	0	32.1%	0	0	4.5%	0	0	0.5%	0	0	4.5%	0	0	0	0	
Laborers	4.4%	0	0	54.0%	0	0	4.1%	0	0	0.5%	0	0	4.1%	0	0	0	0	
TOTAL		0	1		4	1		4	1		0	0		1	2		20	19

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

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

TOTAL EMPLOYEES:		
ALL	M	F
19	14	5
19	10	9
0	0	0
9	5	4
0	0	0
6	0	6
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
TOTAL	53	29

Female Goals
39.8%
59.5%
22.3%
49.0%
49.4%
73.2%
62.3%
8.6%
36.7%
15.2%
11.1%

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

II. EMPLOYMENT ANALYSIS

	Black			Hispanic			Asian			American Indian			Filipino			Female		
	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy
Mgmt & Financial	0.63	0	N/A	2.25	2	N/A	1.18	2	N/A	0.08	0	N/A	1.18	1	N/A	7.56	5	(2.56)
Professional	0.76	0	N/A	2.39	0	(2.39)	1.24	2	N/A	0.10	0	N/A	1.24	0	(1.24)	11.31	9	(2.31)
A&E, Science, Computer	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Technical	0.59	0	N/A	1.33	2	N/A	1.55	0	(1.55)	0.04	0	N/A	1.55	0	(1.55)	4.41	4	N/A
Sales	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Administrative Support	0.42	1	N/A	1.25	1	N/A	0.53	1	N/A	0.04	0	N/A	0.53	2	1.47	4.39	6	1.61
Services	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Crafts	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Operative Workers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Transportation	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Laborers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

Goals are set by job categories for each protected group. An underrepresentation is indicated by a negative number, but if the DISCREPANCY is less than -1.00 position, a N/A will be displayed to show there is no underrepresentation.

000211

101
03/10

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO				CERTIFICATE NUMBER (FOR AUDITOR'S USE ONLY) AC2900576			
TO: CITY COUNCIL		FROM (ORIGINATING DEPARTMENT): Water Department		DATE: 01/08/2009			
SUBJECT: Agreement with Brown and Caldwell for preparing 2010 Urban Water Management Plan (UWMP)							
PRIMARY CONTACT (NAME, PHONE): George Adrian, (619) 533-4680				SECONDARY CONTACT (NAME, PHONE): Marsi Steirer, (619) 533-4112			
COMPLETE FOR ACCOUNTING PURPOSES							
FUND	41500						
DEPT.	760						
ORGANIZATION	8310						
OBJECT ACCOUNT	4222						
JOB ORDER	008643						
C.I.P. NUMBER							
AMOUNT	\$400,000.00	0.00	0.00	0.00	0.00	0.00	0.00
FUND							
DEPT.							
ORGANIZATION							
OBJECT ACCOUNT							
JOB ORDER							
C.I.P. NUMBER							
AMOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COST SUMMARY (IF APPLICABLE):							
ROUTING AND APPROVALS							
CONTRIBUTORS/REVIEWERS:		APPROVING AUTHORITY		APPROVAL SIGNATURE		DATE SIGNED	
Financial Management		ORIG DEPT.		Ruiz, Alex		1/21/2009	
Comptroller		CFO					
Liaison Office		DEPUTY CHIEF		Jarrell, David		2/23/2009	
Equal Opportunity Contracting		COO					
		CITY ATTORNEY		Palmucci, Ray		2/4/2009	
		COUNCIL PRESIDENTS OFFICE		Halsey, Keely		2/25/2009	
PREPARATION OF:		<input checked="" type="checkbox"/> RESOLUTIONS		<input type="checkbox"/> ORDINANCE(S)		<input checked="" type="checkbox"/> AGREEMENT(S)	
						<input type="checkbox"/> DEED(S)	
<ul style="list-style-type: none"> • Authorize the Mayor, or his designee, to execute an agreement with Brown and Caldwell, for the preparation of the 2010 UWMP and related services for the Water Department; and • Authorize the expenditure in an amount not-to-exceed \$400,000 from the Water Department Fund 41500, Organization Number 8310 for consulting services provided that the City Comptroller first furnishes one or more certificates certifying that the funds are, or will be, on deposit with the City Treasurer; and • Authorizing the City Comptroller, upon advice from the administering department, to transfer excess funds, if any to the appropriate reserves. 							

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STAFF RECOMMENDATIONS: Adopt the Resolutions	
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)	
COUNCIL DISTRICT(S):	All
COMMUNITY AREA(S):	
ENVIRONMENTAL IMPACT:	This activity is not a "project" and is therefore not subject to CEQA per CEQA Guidelines Section 15060(c)(2)
CITY CLERK INSTRUCTIONS:	

000213

**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE: 01/08/2009

ORIGINATING DEPARTMENT: Water Department

SUBJECT: Agreement with Brown and Caldwell for preparing 2010 Urban Water Management Plan (UWMP)

COUNCIL DISTRICT(S): All

CONTACT/PHONE NUMBER: George Adrian/(619) 533-4680

REQUESTED ACTION:

Approve a five(5) year agreement with Brown and Caldwell for the preparation of the 2010 UWMP and authorize an expenditure not to exceed \$400,000.

STAFF RECOMMENDATION:

Adopt the Resolutions

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The City of San Diego Water Department (City) is required by the Urban Water Management Planning Act (Act), California Water Code Sections 10610 through 10657, to prepare and adopt an Urban Water Management Plan (UWMP) every five years, in years ending in five and zero. This Plan is to be filed with the Department of Water Resources (DWR) and is used as a water resources planning tool to ensure a safe and adequate water supply over a 25-year planning horizon. Completion of this Plan helps ensure the City is eligible for funding from various State agencies to be used for projects that develop local water supplies. If an UWMP is not submitted and accepted, the City will not be eligible for State funding opportunities.

The City issued a Request for Proposals for the 2010 UWMP Consulting Services on August 21, 2008, and advertised in the San Diego Daily Transcript and on the City's website. Two (2) firms submitted proposals on October 1, 2008. On October 27, 2008, the firms were interviewed by a selection panel that consisted of staff from the Water Department and a representative from the San Diego County Water Authority. Brown and Caldwell was selected as the most qualified firm following a competitive selection and procurement process completed in accordance with City Council Policy 300-7, Consultant Services Selection, and the City's Administrative Regulation 25.60, Selection of Consultants for Work Requiring Licensed Architect and Engineering Skills and Other Related Professional Services.

The primary task of the consultant will be to research, develop and prepare the 2010 UWMP for the City. The "Guidebook for the Urban Water Management Plan" (Guidebook), developed by DWR, will be used in the preparation and filing of the 2010 UWMP. The consultant will be responsible for satisfying the requirements of the Guidebook to the complete satisfaction of DWR, and in providing to the City the 2010 UWMP which satisfies the City's obligation under the Act. In addition, the consultant will perform work which will support the 2010 UWMP, including updating portions of the Long-Range Water Resources Plan (LRWRP) relating to water resources planning and supply diversification. The consultant will also provide technical reports related to the latest issues which affect the risk, reliability and quality of our water

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supplies such as global warming, greenhouse gases, energy efficiency, drought and other regional water supply issues. The work on the updated LRWRP and technical reports will be folded into and/or summarized in the appropriate sections of the 2010 UWMP. Brown and Caldwell has the expertise, experience and personnel necessary to provide the professional services. The City will pay Brown and Caldwell for performance of all Professional Services rendered in accordance with the Agreement, in an amount not to exceed \$400,000.

EQUAL OPPORTUNITY CONTRACTING

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No.18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

FISCAL CONSIDERATIONS:

Funding for the \$400,000 is available from the Water Department Fund 41500, Organization Number 8310.

PREVIOUS COUNCIL/COMMITTEE ACTION:

This item was discussed and approved by The Committee on Natural Resources and Culture(NR&C)by a vote of 3-1, on January 28, 2009.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

As part of the adoption of the 2010 UWMP, the City will conduct meetings for internal and external stakeholders. On January 12, 2009, the Independant Rates Oversight Committee (IROC) voted to support this agreement.

KEY STAKEHOLDERS:

As an initiative to meet the goals of the state guidelines, the City water rate payers are stakeholders. In addition, City staff, regional water agencies and the water industry will use this plan as a water resources planning tool to understand the City's water planning and to ensure a safe and adequate water supply over a 25-year planning horizon.

Ruiz, Alex

Originating Department

Jarrell, David

Deputy Chief/Chief Operating Officer

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

000215

CERTIFICATE OF UNALLOTTED BALANCE
ORIGINATING

AC 2900576
 DEPT. 760
 NO. 760

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

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

ACCOUNTING DATA											
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/	EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT											

FUND OVERRIDE

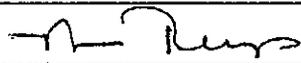
CERTIFICATION OF UNENCUMBERED BALANCE

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

Not to Exceed: \$ 400,000.00

Vendor: Brown and Caldwell

Purpose: To authorize an agreement with Brown and Caldwell for preparing 2010 Urban Water Management Plan (UWMP).

Date: February 9, 2009 By: Norman Reyes 

ACCOUNTING DATA											
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/	EQUIP	FACILITY	AMOUNT
01	0	41500	760	8310	4222	008643					400,000.00
TOTAL											\$400,000.00

FUND OVERRIDE

000217

RESOLUTION NUMBER R- _____

DATE OF FINAL PASSAGE _____

A RESOLUTION AUTHORIZING CONSULTANT AGREEMENT AWARD AND EXECUTION; EXPENDITURE OF FUNDS FOR CONTRACT PURPOSES; AND TAKING RELATED ACTIONS.

WHEREAS, The City of San Diego [City] requires the consulting services of a professional engineering firm to provide Urban Water Management Planning services for the City of San Diego's Water Department; NOW, THEREFORE;

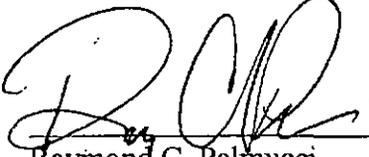
BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the Mayor or his designee, is hereby authorized to execute, for and on behalf of said City, a Consulting Agreement with Brown and Caldwell, which is on file in the office of the City Clerk as Document No. RR _____ [Consulting Agreement] for consulting services as related to the preparation of the 2010 Urban Water Management Plan [UWMP] and related services for the Water Department in an amount not to exceed \$400,000; and
2. That the expenditure of an amount not to exceed \$400,000.00 in Water Fund 41500, Org No. 8310, is hereby authorized, solely and exclusively for the purpose of providing funds for the above Consulting Agreement and related costs, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds are, or will be, on deposit with the City Treasurer; and
3. That the City Auditor and Comptroller is authorized, upon advice from the administering department, to transfer excess budgeted funds, if any, to the appropriate reserves; and

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4. That this activity is not a project and is therefore exempt from the California Environmental Quality Act [CEQA] pursuant to CEQA Guidelines section 15060(c)(2).

APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Raymond C. Palmucci
Deputy City Attorney

RCP:js
02/04/2009
Or. Dept: Water
Aud. Cert. 2900300
R-2009-803

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

000219

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
BROWN AND CALDWELL
FOR
2010 URBAN WATER MANAGEMENT PLAN CONSULTANT**

CONTRACT NUMBER: H094517

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CONSULTANT LUMP SUM 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) Work Force Report
 - (BB) Subcontractors List
 - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Consultant Evaluation Form
- Exhibit G - Vendor Registration Form

**LUMP SUM AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND BROWN AND CALDWELL
FOR CONSULTANT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Brown and Caldwell [Consultant] for the Consultant to provide Services to the City for the 2010 Urban Water Management Plan.

RECITALS

The City wants to retain the services of a civil engineering and environmental services firm to provide research, development, preparation and submission of the 2010 Urban Water Management Plan [the Services].

The Consultant has the expertise, experience and personnel necessary to provide the 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 Services .

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and 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 Services as set forth in the written Scope of Services [Exhibit A] at the direction of the City

1.2 Contract Administrator. The Water Department is the contract administrator for this Agreement. The Consultant shall provide the Services under the direction of a designated representative of the Water 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 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 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 Services in accordance with applicable laws and accepted industry standards.

1.5 Confidentiality of Services. All 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 acceptance of the 2010 Urban Water Management Plan by the Department of Water Resources, which is estimated to take place in December 2012, but in any event 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 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 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 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 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 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 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 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 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 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 Services under this Agreement. For services satisfactorily rendered in completing the work, the Consultant shall be entitled to fair and reasonable compensation for the 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 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 Services rendered in accordance with this Agreement, including reasonably related expenses, in a lump sum amount not to exceed \$400,000.00. The compensation for the Scope of Services shall not exceed \$349,927.40, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$50,072.60.

3.2 Additional Services. The City may require that the Consultant perform additional Services beyond those described in the Scope of Services [Additional Services]. 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 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 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 (Exhibit A) 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 Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent civil engineering and environmental services firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subcontractor's premises to review and audit the Consultant's or Subcontractor's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Consultant's premises, of any and all records related to the 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 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 Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project 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 Contract or in the Special General Conditions 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 Eligible Surplus Lines Insurers (LESLI 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 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 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 [Subcontractor Services] is subject to prior approval by the City. The Consultant shall list on the Subcontractor List [Exhibit D Attachment BB] 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 additional Subcontractor Services, the Consultant shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subcontractor Services. The Consultant's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subcontractor Services. The Consultant may request that the City reduce the forty-five day notice period. 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 Each Subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Agreement. Each Subcontractor shall obtain, and the Consultant shall require the Subcontractor to obtain, all policies described in Section 4.3.1.

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 Activity Report. The Consultant shall submit statistical information to the City as requested in the City's Contract Activity Report [Exhibit D Attachment CC]. The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract Activity Report, the Consultant shall provide an invoice from each Subcontractor listed in the report. The Consultant agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subcontractor Services as described in Section 4.4.1.

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, 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 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.

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 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 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 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 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.

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, attorney fees, 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 active or 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 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 Contractor, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

8.2. Rights in Data. All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s) in the Deliverable Materials, developed by the Contractor, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Consultant, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product 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(s) to the City, the agreement between Consultant and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable/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, 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 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 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, attorney's 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 disk 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 City shall be addressed to:

George Adrian
Associate Engineer – Civil

City of San Diego Water Department
600 B Street, Suite 600
San Diego, CA 92101

and notice to the Design Professional shall be addressed to:

Paul Selsky
Project Manager
Brown and Caldwell
10540 White Rock Road, Suite 180
Rancho Cordova, CA 95670

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 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: Paul Selsky, Dan Rodrigo, Richard Pyle, Enrique Lopez-Calva, Ane Deister, Shea Thornbury, Bill Davis, Kelly Weaver [Project Team]. Accordingly, performance of Professional Services on the Project 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 without the City's prior written approval. Removal of any member of the Project Team with out 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 the Project.

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 and Attorney Fees. 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. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

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 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 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 Vendor Registration. All consultants wishing to conduct business with the City of San Diego, or those intending to compete for City contracts, must submit a completed Vendor Registration Form (Exhibit G) to the City of San Diego's Purchasing & Contracting Department. This form must be received by the City prior to competing for or being awarded any contracts.

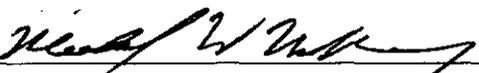
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution No. _____, authorizing such execution, and by the Consultant.

Dated this _____ day of _____,

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

I HEREBY CERTIFY I can legally bind Brown and Caldwell and that I have read all of this Agreement; this 7th day of January, 2009.

By 
Michael W. Nienberg, DrPH
Vice President

I HEREBY APPROVE the form and legality of the foregoing Agreement this _____ day of _____.

JAN I. GOLDSMITH, City Attorney

By _____
Raymond C. Palmucci
Deputy City Attorney

CONSULTANT LUMP SUM 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) Work Force Report
 - (BB) Subcontractors List
 - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Consultant Evaluation Form
- Exhibit G - Vendor Registration Form

000249

January 7, 2009

EXHIBIT A

Urban Water Management Plan Scope of Services

1.0 Introduction

The City of San Diego Water Department (City) is required by the Urban Water Management Planning Act (Act), Water Code Sections 10610 through 10657 to prepare and adopt an updated Urban Water Management Plan (UWMP) every five years, in years ending in five and zero. This Plan is to be filed with the Department of Water Resources (DWR) and is used as a water resources planning tool to ensure a safe and adequate water supply over a 25-year planning horizon.

2.0 General

The primary task of the consultant shall be to provide the City with services related to research, development, preparation and submission of the 2010 UWMP for the City in complying with the Act. The consultant will be responsible for developing the City's 2010 UWMP under the criteria from the Act and the guidance documents as provided by DWR. The basic services required for developing the UWMP include data collection and analysis, preparation of reports, technical write-up, word processing and data presentation, coordination of information with City staff and outside agencies, and research on the latest water supply issues concerning the future of water supplies. The Consultant will be required to discuss, develop, review, assist, research, analyze, report and present on all tasks. Consultant shall provide services in accordance with the scope of work and costs authorized by the City of San Diego. Other tasks may be authorized during the performance of the Agreement, on as-needed basis, in accordance with Section 8.0 entitled "Additional Services".

3.0 Preparation of 2010 UWMP

The focus of this work is on preparation of the 2010 UWMP. The "Guidebook for Urban Water Management Plan" (Guidebook), developed by DWR, will be used in the preparation and filing of the 2010 UWMP. The consultant will be responsible for satisfying this Guidebook to the complete satisfaction of DWR, and in providing to the City a 2010 UWMP which satisfies the City's obligations under the Act.

The following tasks are typical of the services to be performed. The City of San Diego reserves the right to modify or substitute related tasks as necessary. The services to be provided by the qualified professional staff of the consultant in the preparation of the 2010 UWMP include the following items, but not limited to:

- Discuss and Introduce the Urban Water Management Planning Act and discuss how it relates to the preparation of the 2010 UWMP.

- Review, update and report on the history of the City of San Diego Water Department.
 - Highlight the historic relationship and interconnectivity of systems among the Water Department, the San Diego County Water Authority (CWA), the Metropolitan Water District (MWD) and the other member agencies.
 - Highlight regulatory agencies such as Department of Public Health (DPH), State Water Resources Control Board (SWRCB), DWR and others and describe their impact to City facilities, water supplies, and water quality planning and implementation efforts.
 - Include a description of current water facilities such as water treatment plants, waste water treatment and water reclamation plants, storage facilities, pipelines, etc.
 - Give background information related to San Diego's economic base and factors influencing water use (such as tourism).
 - Highlight City's environmental efforts for source water protection and related water quality efforts.

- Review and report on service area information with 25-year projections. Include demographics and statistics on population, income, climate, rainfall, housing, employment, indoor and outdoor water use etc. Elaborate on weather-normalized water use (gallons per capita per day) by customer and sector type. Include discussion on City's water demand model and how it relates and interacts with CWA and MWD's water demand models.
 - Provide the number of connections and water use for each customer category.

- Present and prepare the water demand projections for normal climate year, single and multiple dry year quantities from City's latest water demand report with and without effects of climate change/global warming.

- Analyze and present past and existing water sources including imported, local, conserved (estimated AFY saved as a result of conservation interventions) and recycled water and include an analysis of the reliability of each of these supply sources.

- Analyze and present the current and projected water supplies over a 25-year projection. Include current and projected water sources including imported water, groundwater, desalination, water transfers, conservation, local surface water, recycled water, indirect potable reuse, ocean desalination, groundwater storage, and other projects defined by City staff.
 - Evaluate the level of reliability and risk associated with each.
 - Project the normal climate year, and single and multiple dry year quantities for each supply source and include effects of climate change/global warming on normal, single and multiple dry year estimates.
 - Discuss the Demand Management Measures (DMM) Implementation for water conservation. Include a broad representation of all water conservation activities including land-use issues such as City's updated General Plan, the Water Supply Assessments, conservation rate structure, landscape ordinance, etc. Include the Best Management Practices (BMP) status report that is filed by the City with the California Urban Water Conservation Council.

- Evaluate water service reliability covering normal, single dry and multiple-dry year supply and demand comparisons.
 - Describe historical groundwater use and estimate future groundwater use. Discuss region's general groundwater availability and status with adjudication and adoption of Groundwater Management Plans and any other jurisdictional plans. Discuss concerns, if any, of overdrafting groundwater supplies.
 - Describe any City of San Diego planned water supply projects and the amount of supply that would be provided.
 - Report on the recycled water currently being used in the service area including the quality, quantity and current uses. Analyze, review and present the potential and projected use, and optimization plan with incentives. Also discuss the regulatory constraints on providing recycled water.
- Research and analyze the water quality impacts on risk and reliability to water supply. Describe and discuss how water quality affects water management strategies and supply reliability for each of the existing sources of water for 25 years, in 5-year increments.
 - Provide the City with a platform (template) and short process description on how to update the individual project milestones, costs, and yields contained in the UWMP as new or more accurate information is discovered. This template will allow City staff to:
 - Provide a yearly assessment of total water supplies. If one of the planned sources is failing, identify the sequence and trigger points from which incorporation of another water source into the portfolio is implemented.
 - Develop a template/process for discussion of the most recent regional and local water supply issues.
 - Prepare and assist in presentations of the above findings and overall UWMP report for Independent Rates Oversight Committee (IROC), Natural Resources and Culture Committee (NR&C), City Council and other publicly noticed meetings, for a total of up to four presentations.
 - Review, prepare, and discuss regional water supply issues – Provide a summary and discussion in the UWMP containing the following, but not limited to:
 - Delta stability
 - Delta Smelt (Wanger's Decision), Salmon, Steelhead, etc
 - California's critically dry periods/season; Governor's call for 20% per capita reduction of water use by 2020
 - Colorado River watershed drought
 - Internal stakeholder involvement.
 - Participate and provide coordination in the adoption and implementation of 2010 UWMP within the Water Department.
 - Respond to any UWMP review comments provided by DWR.
 - Review and summarize the following in an appropriate section of the UWMP:

- —“DWR’s Management Strategies”—DWR strategies towards compliance, conservation, water quality and infrastructure.
- SWRCB Water Recycling Policy.
- Prepare a draft and final UWMP for review by City staff.

4.0 Support Services

In addition to the above, the 2010 UWMP will have other tasks assigned by City Staff, which relate to long-range water resources, including updating portions of the Long-Range Water Resources Plan (LRWRP) (2002-2030) and related technical areas including: the water resource impacts of global warming; AB 32 compliance; energy efficiency; regional water supply issues; and other legislation or regulations identifying additional planning or project implementation impacts to the City’s UWMP. Specifically:

- Summarize, review and prepare the process by which the Water Department, in conjunction with its regional partners CWA and MWD, assesses and identifies strategic water supply options to meet local and regional water supply goals. Prepare a separate technical report and summary which all or part may be included in the UWMP.
 - Update the Long-Range Water Resources Report (LRWRP) – Update the assessment and identification of supply options. Provide energy and economic analyses for all water supplies including conservation, reclamation, groundwater desalination and storage, ocean desalination, marine transport, water transfers, and indirect potable reuse. Include references to the City’s Metropolitan Wastewater Department and the General Services Department’s Storm Water Pollution Prevention Program, to the extent that mandates and trends overlap and impact water supply reliability.
 - Calculate the capital cost, O&M cost, and \$/acre-foot for each option in a common triple bottom line methodology (so we have an apples to apples cost comparison between the water supply options). Include the common costing assumptions. Reference the best data currently available used for cost estimates and the associated level of certainty (example: +50%/-30%) of the estimate.
 - Contingency planning and response.
 - Describe and establish a process by which milestones for accomplishing development of new supplies are tracked and decision-making is revised should goals not be met.
 - Include discussion of Integrated Regional Water Management Planning in San Diego.
 - Prepare a technical report that presents the update of the LRWRP. Include a summary of the report in the UWMP.
- Review, prepare and discuss the impacts of the following sustainability issues on water supply planning. Prepare a separate sustainability technical report and include a summary in the UWMP. The items of discussion include, but are not limited to:

- Global warming - Provide latest discussion on climate change and risk and reliability to water supplies.
 - Greenhouse gases (AB 32 compliance) - Include discussion on impact of AB 32 and its relationship to water supplier. Describe how Water Department is anticipated to comply.
 - AB 2153, AB 2175, AB 1420 and other Assembly Bills aimed at water conservation – Analyze and discuss each bill and its possible impacts to long-range water planning.
 - Legislation related to recycled water and its impacts to water planning.
 - Energy efficiency.– Provide discussion on energy requirements to provide water along with greenhouse gases emissions related to energy for water supplies and deliveries.
 - Prepare a sustainability technical report that presents the discussion on the impacts of the above items. Include a summary of the report in the UWMP. The report may be incorporated into the UWMP as an appendix.
- Report on status, discussions and local implementation of AB 1881 (Water Efficient Landscape Ordinance).
 - Provide a Technical Report on emergency planning and response.
 - Analyze and present water shortage contingency plan and stages of action. Include discussion of MWD's allocation plan and preferential rights, and CWA's drought management plan. Include likely scenarios for catastrophic supply interruptions. Discuss responses and remedies.
 - Prepare a technical report that presents the water shortage contingency plan. Include a summary of the report in the UWMP. The report may be incorporated into the UWMP as an appendix.

5.0 Meetings

Periodically meet with the Water Department to discuss the progress on the 2010 UWMP. The meetings should be attended by the Consultant's Project Manager and other designated project team members. Attend up to four face to face meetings and up to five telephone conference calls.

6.0 Invoicing and reporting

Progress reports shall be submitted with each invoice on a monthly basis. The reports shall detail: 1) work performed during the period covered by the invoice; 2) the percentage of each task completed (versus planned percentage completed); 3) work planned for the next invoice period; 4) problems identified, solved, and/or unresolved; 5) an explanation of any deviations from schedule and the budget and a description of what actions will be taken to ensure that the project shall be completed as-scheduled within budget; and 6) a cost breakdown by cost category for each task showing the amount of funds expended for the invoicing period, cumulative total of funds expended per task to date and the amount of funds remaining per task (spreadsheet format). This shall include an estimate and analysis of the cost to date.

7.0 Estimated schedule of the project

An estimated timeline/schedule of the above shall be:

1. June 2009-Submission of draft Water Shortage Contingency Plan.
2. July 2009-Submission of draft Sustainability Report.
3. August 2009-Submission of draft LRWRP.
4. October 2009-Submission of draft UWMP.
5. January 2010 – Finalization of technical reports and UWMP.
6. January to May 2010 – Final revisions to the technical reports and UWMP.
7. June to November 2010 – Send technical reports and UWMP to IROC, NR&C and City Council
8. December 1, 2010¹ – Submission of documents to DWR.
9. December 2012 – Acceptance of documents by DWR².

The consultant will assist the Water Department in providing the documentation necessary to successfully submit materials per schedule.

8.0 Additional services

The UWMP may require additional services. For example, the legislature and DWR may develop new requirements for 2010 UWMPs. Additional services shall be defined and authorized by City staff.

¹ December 1, 2010 is a contractually required date for submission of documents to DWR, and is not an estimated date.

² Consultant agrees to incorporate in the technical reports and UWMP corrective actions recommended by DWR until such documents are accepted by the DWR.

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EXHIBIT B

COMPENSATION AND FEE SCHEDULE

I. Professional Services Fee

City and Consultant agree that the Professional Services Fee shall be paid to Consultant on the basis shown in the Schedule below.

II. Schedule

The Contract Amount for this Agreement is \$400,000.00.

Description	Amount
Professional Services in accordance with Exhibit A, Urban Water Management Plan, Scope of Services, Sections 1.0 through 7.0.	Lump Sum \$349,927.40
Additional Services in accordance with Exhibit A, Urban Water Management Plan, Scope of Services, Section 8.0. (if authorized by City in accordance with Section 3.2 of this Agreement).	Not-to-Exceed \$50,072.60
Total Contract Amount	\$400,000.00

**FEE SCHEDULE
for
ADDITIONAL SERVICES**

Hourly labor billing rates listed in the below tables are not subject to adjustment, and are firm fixed for the duration of the contract.

Level	Consultant Brown and Caldwell Labor Billing Rates	Hourly Rate
	Classification	
C	Word Processor II	\$84
C	Office Support Services III	\$84
D	Accountant I	\$97
D	Word Processor III	\$97
D	Office Support Services IV	\$97
E	Accountants II	\$112
E	Project Analyst/Project Coordinator II	\$112

(Continued on next page)

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E	Word Processor IV	\$112
E	Engineer I/Geologist I/Scientist I	\$112
F	Accountant III	\$132
F	Engineer II/Geologist II/Scientist II	\$132
F	CAD Designer	\$132
G	Senior CAD Designer	\$156
G	Engineer III/Geologist III/Scientist III	\$156
H	Senior Engineer/Geologist/Scientist	\$175
I	CAD Design Supervisor	\$198
I	Principal Engineer/Geologist/Scientist	\$198
J	Supervising Engineer/Supervising Geologist/Supervising Scientist	\$206
K	Managing Engineer/Managing Geologist/Managing Scientist	\$230
L	Chief Engineer/Chief Geologist/Chief Scientist	\$248
L	Executive Engineer/Executive Geologist/Executive Scientist	\$248
M	Vice President	\$248
N	Senior Vice President	\$248
X	Senior Technical Expert	\$248

The hourly labor rates indicated above include a \$8.00/labor hour of Associated Project Cost (APC) to recover Brown and Caldwell's internal costs related to network infrastructure and IS support, computers, email, telephone costs, cell phones, reproduction and postage.

Subconsultant		Hourly
CDM Labor Billing Rates		Rate
Classification		
Vice President		\$210
Engineer/Planner/Scientist 7		\$170
Engineer/Planner/Scientist 5		\$130
Engineer/Planner/Scientist 4		\$120
Engineer/Planner/Scientist 3		\$105
Engineer/Planner/Scientist 2		\$100
Graphics/Word Processing		\$80
Administration		\$75

Subconsultant		Hourly
CH2MHILL Labor Billing Rates		Rate
Classification		
Principal-In-Charge/Principal Program Manager		\$250
Principal Project Manager/Principal Consultant/Program Manager		\$229
Senior Project Manager/Senior Technologist		\$211
Project Manager/Senior Engineer/Scientist		\$192
Task Manager/Project Engineer/Assistant Project Manager		\$180
Associate Engineer/Scientist/Planner		\$155
Staff Engineer/Scientist/Planner		\$128
Word Processing/Technical Editor		\$116
Junior Technician		\$94
Administration/Accounting		\$94

(Continued on next page)

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Subconsultant		Hourly
Estrada Land Planning		Rate
Labor Billing Rates		
Classification		
Principal		\$210
Project Manager/Senior Planner/Senior Landscape Architect		\$150
Project Manager/Planner/Senior Landscape Designer		\$115
Planner/Landscape Designer		\$100
Assistant Planner/Assistant Landscape Designer		\$70
Administrative		\$45

Subconsultant		Hourly
Katz & Associates		Rate
Labor Billing Rates		
Classification		
President/Principal-in-Charge		\$225
Senior Vice President		\$215
Vice President/Facilitator		\$200
Senior Director		\$190
Director		\$180
Senior Account Supervisor		\$170
Account Supervisor		\$165
Senior Account Executive		\$155
Account Executive II		\$135
Account Executive I		\$125
Assistant Account Executive		\$95
Account Coordinator		\$75
Project Support		\$65

(Continued on next page)

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**OTHER DIRECT COSTS
MILEAGE
for
ADDITIONAL SERVICES**

Consultant/Subconsultant Other Direct Costs (ODCs)
<p>Consultant's proposal in response to a City's request for Additional Services shall itemize and separately price each ODC required to perform the scope of services specified by the City. Only those ODC's specifically listed in any written authorization to proceed issued by the City are allowable. If requested by City, Consultant shall provide supporting documentation substantiating the proposed price(s). Costs associated with any equipment, cell phones, and other costs which are included in Consultant's overhead rate(s) shall not be charged to the City as a separately priced ODC under this Agreement. Receipts for all ODCs shall accompany Consultant's invoice for payment.</p>
<p>Airfare: Advance coach reservations.</p>
<p>Per diem: Breakfast \$10, lunch \$15, dinner \$25. Excludes tax and gratuity (15% maximum) which will be reimbursed.</p>
<p>Lodging: At cost.</p>
<p>Car rental: Economy class, at cost.</p>
<p>Reproduction: \$0.10 per sheet.</p>
<p>Subconsultant costs shall be reimbursed at cost with no additional markup.</p>

Consultant/Subconsultant Mileage
<p>Mileage reimbursement rate is \$0.585 per mile for business miles driven, or current IRS rate. Mileage log identifying "To" and "From" locations, and "Start" and "End" odometer readings is required, and shall accompany Consultant's invoice for payment. Markups are not allowed on mileage.</p>

--- End of Fee Schedule ---

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EXHIBIT C

TIME SCHEDULE

See Exhibit A, Urban Water Management Plan Scope of Services, Section 7.0,
Estimated Schedule of the Project.

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
CONTRACTOR 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 subconsultants of professional service consultants doing business with the City. The City encourages its consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer consulting opportunities to all eligible subconsultants.

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

A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, subconsultants, 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 subconsultants, vendors, and suppliers:

Consultant shall not discriminate on the basis of race, gender, 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 subconsultants to participate in subconsulting 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. Compliance Investigations. 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 Subconsultants, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, 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 for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.

III. Equal Employment Opportunity. Consultants shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Consultants shall submit a *Work Force Report* or an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

- A. Work Force Report. If a *Work Force Report* (Attachment AA) is submitted, and an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, Consultant will be required to submit an *Equal Employment Opportunity Plan*.
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is submitted; it must include at least the following assurances that:
1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Consultant's employees are assigned to work;
 2. A responsible official is designated to monitor all employment related activity to ensure the Consultant's EEO Policy is being carried out and to submit reports relating to EEO provisions;

3. Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
4. The Consultant reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
5. The Consultant discusses its EEO Policy Statement with subconsultants with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from subconsultants, consultant associations and other business associations;
7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
8. The Consultant disseminates its EEO Policy to union and community organizations;
9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;
13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;

14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Consultant is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a consultant association, consultant/community professional association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

IV. Equal Opportunity Contracting. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer contracting opportunities to all eligible subconsultants. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *subconsultant participation level*.

A. Subconsultant Participation Level

1. Projects valued at \$25,000 or more have a voluntary Subconsultant Participation Level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (OBE) level.
2. While attainment of the 15% Subconsultant Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is

attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

- B. Contract Activity Reports. To permit monitoring of the successful Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment CC) reflecting work performed by subconsultants shall be submitted quarterly for any work covered under an executed contract.

V. **Demonstrated Commitment to Equal Opportunity.** The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

- A. Proposers are required to submit the following information with their proposals:

1. Outreach Efforts. Description of Proposer's outreach efforts undertaken on this project to make subconsulting opportunities available to all interested and qualified firms.
2. Past Participation Levels. Listing of Proposer's subconsultant participation levels achieved on all public projects within the City of San Diego for past three (3) years. If the proposer has not participated in any City of San Diego projects within the past three (3) years, subconsultant participation levels achieved on private projects should be submitted. Include name of project, type of project, value of project, subconsultant firm's name, percentage of subconsultant firm's participation, and identification of subconsultant firm's ownership as a certified Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
3. Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
4. Community Activities. Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

- B. Consultant selection panels will consider and evaluate the Proposer's demonstrated commitment to equal opportunity including the following factors:

1. Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subconsulting opportunities available to all interested and qualified firms on this project.

2. Past Participation Levels. Proposer's subconsultant participation levels achieved on all private and public projects within the past three (3) years.
3. Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
4. Community Activities. Proposer's current community activities.

VI. List of Subconsultants. Consultants are required to submit a *Subconsultant List* with their proposal.

A. Subconsultants List. The *Subconsultant List* (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed subconsultant.

1. Subconsultants must be named on the Subconsultants List if they receive more than one-half of one percent (0.5%) of the Prime Consultant's fee.

B. Commitment Letters. Proposer shall also submit subconsultant *Commitment Letters* on subconsultant's letterhead, no more than one page each, from all proposed subconsultants to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

VII. Definitions. Certified "**Minority Business Enterprise**" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified "**Women Business Enterprise**" (WBE) means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified "**Disadvantaged Business Enterprise**" (DBE) means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified "**Disabled Veteran Business Enterprise**" (DVBE) means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related

disability and whose management and daily operation is controlled by the qualifying party(ies).

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

VIII. Certification.

- A. The City of San Diego is a signatory to a Memorandum of Understanding (MOU) with the California Department of Transportation (CALTRANS), and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:
1. Current certification by the City of San Diego as MBE, WBE, or DBE;
 2. Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;
 3. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.
- B. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business (916) 322-5060.

IX. List of Attachments.

- AA - *Work Force Report*
- BB - *Subconsultants List*
- CC - *Contract Activity Report*



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm’s work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

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

your firm from each of the three counties.^{1,2} On the other hand, if the project will be accomplished completely outside of San Diego, we ask for a Work Force Report from the county or counties where the work will be accomplished.²

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

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

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

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

Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists

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Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

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

Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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



City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
 1200 Third Avenue • Suite 200 • San Diego, CA 92101
 Phone: (619) 236-6000 • Fax: (619) 236-5209

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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)*.

CONTRACTOR IDENTIFICATION

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

Name of Company: BROWN AND CALDWELL

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 201 N. Civic Center Drive, Suite 115

City Walnut Creek County Contra Costa State CA Zip 94596

Telephone Number: (925) 937-9010 FAX Number: (925) 937-9026 Name of Company CEO: Craig Goehring, PE

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

Address: 9665 Chesapeake Drive, Suite 201

City San Diego County San Diego State CA Zip 92123

Telephone Number: (858) 514-8822 FAX Number: (858) 514-8833

Type of Business: Environmental/Engineering Consultants Type of License: Engineering Architecture

The Company has appointed: Suzy Pepper, Director of Human Resources

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

Address: 201 N. Civic Center Drive, Walnut Creek, CA

Telephone Number: (925) 937-9010 FAX Number: (925) 937-9026

- 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 Brown and Caldwell

(Firm Name)

San Diego, CA hereby certify that information, provided

(County)

(State)

herein, is true and correct. This document was executed on this 1st day of October, 2008.

(Authorized Signature)

Michael W. Nienberg, DrPH, Vice President

(Print Authorized Signature)

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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
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			2		1				1		15	6		
Professional					1						10	9		
A&E, Science, Computer														
Technical			1								2	4		
Sales														
Administrative Support		1		1		1				2		1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	0	1	3	1	2	1	0	0	1	2	27	20	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees

58

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

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SUBCONSULTANTS LIST

INFORMATION REGARDING SUBCONSULTANTS PARTICIPATION

Subconsultant's List shall include name and complete address of all Subconsultants who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.

Proposer shall also submit subconsultant commitment letters on subconsultant's letterhead, no more than one page each, from subconsultants listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subconsultants shall be used for scope of work listed. No changes to this Subconsultants List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONSULTANTS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	* MBE/ WBE/DBE/ DVBE/OBE	** WHERE CERTIFIED
CDM 1925 Palomar Oaks Way Suite 300 Carlsbad, CA 92008	Long-range Water Resources Planning	33%	\$114,400	OBE	-
CH2M Hill 402 West Broadway Emerald Plaza, Suite 1450 San Diego, CA 92101	Drought Management and Local Systems	7.5%	\$26,000	OBE	-

* For information only. As appropriate, Proposer shall identify Subconsultants as:

- Certified Minority Business Enterprise
 - Certified Woman Business Enterprise
 - Certified Disadvantaged Business Enterprise
 - Certified Disabled Veteran Business Enterprise
 - Other Business Enterprise
- MBE
 WBE
 DBE
 DVBE
 OBE

** For information only. As appropriate, Proposer shall indicate if Subconsultant is certified by:

- City of San Diego
 - State of California Department of Transportation
- CITY
 CALTRANS



523 West Sixth Street, Suite 400
Los Angeles, California 90014
tel: 213 457-2200
fax: 213 627-8295

000275

September 29, 2008

Mr. Paul Selsky, Project Manager
Brown and Caldwell
9665 Chesapeake Drive, Suite 201
San Diego, CA 92123

**RE: Letter of Commitment to Brown and Caldwell for Civil and Environmental Services
for the 2010 Urban Water Management Plan Consultant Contract [Contract Number:
H094517]**

Dear Mr. Selsky:

CDM is pleased to be a member of the Brown and Caldwell team to provide professional consulting services for the proposed 2010 Urban Water Management Plan for the City of San Diego. We will dedicate the necessary personnel and resources to ensure the successful performance of this contract.

CDM agrees to augment Brown and Caldwell by providing all necessary services for the update of the City's Long Range Water Resource Plan and the STELLA Model. We understand that our level of participation is approximately 30 percent of the total contract.

We are pleased to be part of the Brown and Caldwell team and look forward to working with you on this important assignment.

Sincerely,

Hampik Dekermenjian, P.E.
Vice President
Camp Dresser & McKee Inc.

000276



CH2MHILL

CH2M HILL
402 West Broadway
Suite 1450
San Diego, CA 92101
Tel 619-991-0110
Fax 619-230-6576

September 24, 2008

Mr. Paul Selsky, Project Manager
Brown and Caldwell
9665 Chesapeake Drive, Suite 201
San Diego, CA 92123

RE: Letter of Commitment to Brown and Caldwell for Civil and Environmental Services for the 2010 Urban Water Management Plan Consultant Contract [Contract Number: H094517]

Dear Mr. Selsky:

CH2M HILL is pleased to be a member of the Brown and Caldwell team to provide professional consulting services for the 2010 Urban Water Management Plan (UWMP) for the City of San Diego. We will dedicate the necessary personnel and resources to ensure the successful performance of this contract.

CH2M HILL agrees to augment the Brown and Caldwell team by addressing the drought management and local systems components of the UWMP. We understand that our level of participation is estimated at 7.5 percent of the total contract.

We are pleased to be part of the Brown and Caldwell team and look forward to working with you on this important assignment.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Pyle".

Richard C. Pyle, P.E.
Vice President

000279

EXHIBIT E

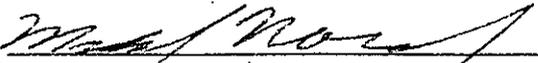
CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: 2010 Urban Water Management Plan
Proposed Contract Number H094517

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:

Brown and Caldwell
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 
Printed Name Michael Nienberg
Title Vice President
Date November 5, 2008

000281

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

Form with sections: 1. PROJECT DATA, 2. CONSULTANT DATA, 3. CITY DEPARTMENT RESPONSIBLE, 4. CONTRACT DATA (DESIGN AND CONSTRUCTION), 5. Construction, 6. OVERALL RATING, 7. AUTHORIZING SIGNATURES. Includes fields for project details, department info, contract terms, and signatures.

PLANS / SPECIFICATION ACCURACY	EXCELLENT	SATISFACTORY	POOR	N/A	RESPONSIVENESS TO STAFF	EXCELLENT	SATISFACTORY	POOR	N/A
Plan/Specification clear and precise					Timely Responses				
Plans/Specs Coordination					Attitude toward Client and review bodies				
Plans/Specs properly formatted					Follows direction and chain of responsibility				
Code Requirements covered					Work product delivered on time				
Adherence to City Standard Drawings/Specs					Timeliness in notifying City of major problems				
Drawings reflect existing conditions					Resolution of Field problems				
As-Built Drawings					CONSISTENCY WITH BUDGET	EXCELLENT	SATISFACTORY	POOR	N/A
Quality Design					Reasonable Agreement negotiation				
Change Orders due to design deficiencies are minimized					Adherence to fee schedule				
					Adherence to project budget				
					Value Engineering Analysis				

Section III

SUPPLEMENTAL INFORMATION

Please ensure to attach additional documentation as-needed.

Item _____ : _____

(*Supporting documentation attached yes _____ no _____)

000283

CONTRACTOR / VENDOR
REGISTRATION FORM



The City of San Diego
Purchasing and Contracting Department
Contractor / Vendor Registration

000284

Vendor ID: _____

(To be provided by City)

Firm Information

Firm Name:

Firm Address:

City: State: Zip:

Phone: Fax:

Taxpayer ID: Business License:

Website:

Contact Information

Name:

Title:

Email:

Phone: Cell:

Address to Which Bids or Contracting Opportunities Should Be Sent
(If different from above)

Check here if same from above

Mailing Address:

City: State: Zip:

Construction Licenses (If applicable)

License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>

Form continues on reverse side

Product/Services Description:

000285

Full-service Environmental Engineering and Consulting

Product/Services Information:

NAICS Codes: 541330 – Engineering Services
541620 – Environmental Consulting Services

*select from a list of available NAICS Codes either from the website <http://www.census.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only or from a hard copy available at Purchasing and Contracting

Ownership Classification

Classification: OBE

(* select from the list of Ownership Classification Codes provided below)

Check here if Certified by Agency:

Certification #: []

Agency: []

Certification #: []

Agency: []

Ownership Classification Codes:

MBE/African American	(Minority Business Enterprise/African American)
MBE/Hispanic	(Minority Business Enterprise/Hispanic)
MBE/Asian	(Minority Business Enterprise/Asian)
MBE/Pacific Islander	(Minority Business Enterprise/Pacific Islander)
MBE/Native American	(Minority Business Enterprise/Native American)
WBE	(Women Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
OBE	(Other Business Enterprise)

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

CERTIFICATE OF ASSISTANT SECRETARY
OF
BROWN AND CALDWELL,
A CALIFORNIA CORPORATION

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Assistant Secretary of Brown and Caldwell, a California corporation, and am keeper of the corporate records and seal of said corporation.
2. At the annual meeting of the Board of Directors on February 1, 2008, the following resolution was adopted:

RESOLVED that all Brown and Caldwell officers currently appointed to serve are ratified and authorized to continue to hold their offices at the pleasure of the Board of Directors of this corporation until the next annual meeting of the Board of Directors of this corporation or until their respective successors are elected or qualified, or until their earlier resignation. A listing of current company officers is attached.

BE IT FURTHER RESOLVED that all Brown and Caldwell officers listed are authorized to financially commit the corporation in accordance with the Company procedures and policies within their respective area of responsibility or as stated in the Bylaws.

3. Michael W. Nienberg is a Vice President of Brown and Caldwell, is so identified in the February 1, 2008, resolution referenced above, and in that capacity is duly authorized to financially commit the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 21st day of March, 2008.

SIGNED:



BLYTHE S. BUETZOW Assistant Secretary

(SEAL)

000287

OWNERSHIP INFORMATION

Consultant Firm Name: Brown and Caldwell

Project Name: 2010 Urban Water Management Plan
Proposed Contact No. H094517

City of San Diego Council requires the names and titles of the principals of each firm the City does business with. Please list in below table.

Also indicate if your firm is a _____ publicly traded, or privately held company. (check one)

Name	Title	Ownership Information
Craig A Goehring	Chief Executive Officer	6.6%
Jim Miller	President and Chief Operating Officer	0.8%
Valorie Feher	Senior Vice President and Director of Finance and Administration	.02%

You may attach a separate sheet that lists the required information. Insert "See attached sheet" in the above table.



THE CITY OF SAN DIEGO

CONSULTANT AWARD TRACKING FORM

Consultant Award Tracking Form: The purpose of this form is to track the cumulative amount of money awarded to both architectural and engineering (A&E) firms and non-A&E firms; and to ensure that the cumulative amount of money awarded to consultant does not exceed \$250,000 in a fiscal year including this contract. If this cumulative award limit is exceeded, inclusive of this contract award, Council approval is required.

A copy of this form must be attached to Forms PA-700, PA-2159, CM-1544, 1472, DP's and PO's for processing. In addition to this, a copy is to be sent to the Consultant Services Coordinator:

THIS SECTION TO BE COMPLETED BY CITY STAFF

Date: 12-29-08 Department Name: WATER
City Project Manager: GEORGE ADRIAN Phone: 533-4680
Name of Firm: BROWN AND CALDWELL
Project Name: 2010 URBAN WATER MANAGEMENT PLAN Contract Amount: \$400,000

Appropriate approval authority:

- Department Approval: See Section 5 of A.R. 25.60, and Section 5.2 of AR 25.70 for non-A&E firms
City Manager: See Section 6 of AR 25.60 and Section 6 of AR 25.70 for non-A&E firms
City Council: See Section 7 of AR 25.60

THIS SECTION TO BE COMPLETED AND REVIEWED BY CONSULTANT (Prior to the interview process)

The City reserves the right to disqualify any Consultant from the interview process if this tracking form is not completely and accurately executed prior to the consultant's contract award.

If it is determined subsequent to the contract award that this tracking form was not accurately executed, the underlying contract will be illegal and deemed void pursuant to Municipal Code Section 22.0226. In such an instance, the City shall not be responsible for any losses or damages which may result from the void contract and reserves the right in its sole discretion to award the contract to another Consultant.

Dollar Amount Awarded by the City of San Diego this fiscal year (July 1 through June 30)

Including this contract: \$549,930

I hereby certify that I am an authorized representative of:

Brown and Caldwell

(Name of Firm)

and that I have read and understand this form this 12 day of November 2008
(Day) (Month) (Year)

By Michael Nienberg
(Typed Name of Authorized Representative)

[Signature]
(Signature of Authorized Representative)

000289

A&E CONSULTANT INSURANCE CHECKLIST

Consultant Name: Brown & Caldwell

Contract #: H094517

	Licensed in CA? (Specify "L") If "No": Appears on LESEI List? (Specify "S"). If "No": Insurer is non-complaint with Section 4.3.3. Replacement insurer required.	AM Best Rating A-, VI Minimum (Specify Rating)
Insurer A <u>Greenwich Insurance Company</u>	<u>L</u>	<u>A, XV</u>
Insurer B <u>Greenwich Insurance Company</u>	<u>L</u>	<u>A, XV</u>
Insurer C <u>XL Specialty Insurance Company</u>	<u>L</u>	<u>A, XV</u>
Insurer D <u>Lloyd's of London</u>	<u>S</u>	<u>A, XV</u>
Insurer E	<u>Syndicate #'s 2623, 623, 33, 2488 listed on ACORD in "Description of..." box</u>	
Commercial General Liability		(Compliant?)
\$1M per/\$2M annual aggregate	Expiration Date: <u>05-31-09</u>	<u>Compliant</u>
Add'l Insured Endorsement ¹	¹ Or, equivalent (e.g. "anyone with whom you have a written contract")	<u>Compliant</u>
Primary & Non-Contributory Endorsement		<u>Compliant</u>
Automobile Liability		(Compliant?)
\$1M per occurrence	Expiration Date: <u>05-31-09</u>	<u>Compliant</u>
<u>Any Auto</u> or All Owned, <u>Hired</u> , & <u>Non-Owned</u>		<u>Compliant</u>
Add'l Insured Endorsement ¹	¹ Or, equivalent (e.g. "anyone with whom you have a written contract")	<u>Compliant</u>
Workers Compensation		(Compliant?)
\$1M coverage	Expiration Date: <u>05-31-09</u>	<u>Compliant</u>
Waiver of Subrogation Endorsement		<u>Compliant</u>
Professional Liability		(Compliant?)
\$1M per/\$2M annual aggregate (coverage may vary by contract)	Expiration Date: <u>05-31-09</u>	<u>Compliant</u>

Insurance Reviewer Name: Richard W. Calvi

Review Date: 1-13-09

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

5/31/2009

DATE (MM/DD/YYYY)

1/13/2009

PRODUCER Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

000290

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES AND AFFILIATES
1063648 201 NORTH CIVIC DRIVE
WALNUT CREEK CA 94596

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A : GREENWICH INSURANCE COMPANY (XL,PA)	
INSURER B : GREENWICH INSURANCE COMPANY (XL-NY)	
INSURER C : XL SPECIALTY INSURANCE COMPANY (NY)	
INSURER D : LLOYD'S OF LONDON	
INSURER E :	

COVERAGES BROCA02 PG

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GEC 0025903	3/26/2008	5/31/2009	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	RAD 9437294	3/26/2008	5/31/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$ XXXXXXXX
						BODILY INJURY (Per accident)	\$ XXXXXXXX
						PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$ XXXXXXXX
						OTHER THAN EA ACC	\$ XXXXXXXX
						AUTO ONLY: AGG	\$ XXXXXXXX
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX
						AGGREGATE	\$ XXXXXXXX
							\$ XXXXXXXX
							\$ XXXXXXXX
							\$ XXXXXXXX
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	RWD 9435207	3/26/2008	5/31/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		No				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D		OTHER PROFESSIONAL LIABILITY	LDUSA0800482	5/31/2008	5/31/2009		\$1,000,000 PER CLAIM & \$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: CITY OF SD 2010 URBAN WATER MANAGEMENT PLAN, CLIENT CONTRACT# H094517. CITY OF SAN DIEGO ADN ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES ARE ADDITIONAL INSURED AS RESPECTS TO GENERAL AND AUTO LIABILITY AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED'S COVERAGE IS EXCESS WITH THE GENERAL LIABILITY. WAIVER OF SUBROGATION APPLIES WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. DEDUCTIBLES AND SIR: GENERAL LIABILITY-\$100,000, AUTO LIABILITY-\$50,000, WORKERS COMPENSATION-\$100,000, PROFESSIONAL-\$500,000. SYNDICATE NUMBERS (LESLI)-2623, 623, 33, 2488.

CERTIFICATE HOLDER

4015616

SAN-14
CITY OF SAN DIEGO WATER DEPT
ATTN: GEORGE ADRIAN
600 B STREET SUITE 600
SAN DIEGO CA 92101

CANCELLATION [M54124] [M51629] [M100143] [M100429]

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL FORFEIT MAIL 30 DAYS. WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY FAX OR BY MAIL TO THE ADDRESS OF THE ISSUING INSURER OR BY MAIL TO THE ADDRESS OF THE PRODUCER OR AGENT OR REPRESENTATIVE.
 AUTHORIZED REPRESENTATIVE

George Adrian

000291

POLICY NUMBER: GEC 0025903

COMMERCIAL GENERAL LIABILITY

CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED --- OWNERS, LESSEES OR
CONTRACTORS -- SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name of Additional Insured Person(s)
or Organization(s):**

Location(s) of Covered Operations

ANY PERSON OR ORGANIZATION THAT YOU ARE
REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT
TO INCLUDE AS AN ADDITIONAL INSURED, PROVIDED
THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS
SUBSEQUENT TO THE EXECUTION OF THE WRITTEN
CONTRACT OR AGREEMENT.

Various - as required by written contract

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

Copyright, ISO Properties, Inc., 2004

000292

ENDORSEMENT #

This endorsement, effective 12:01 a.m., March 26, 2008, forms a part of

Policy No. GEC0025903 issued to: Brown and Caldwell

By: Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

000293

POLICY NUMBER: RAD 9437294

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form
Truckers Coverage Form
Business Auto Physical Damage Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective: 03/26/2008

Named Insured: Brown and Caldwell

SCHEDULE

Name of Person(s) or Organization(s): Any person or organization that you are required in a written contract or agreement to include as an insured provided the bodily injury or property damage occurs subsequent to the execution of the written contract or agreement. Coverage is primary for any liability assumed under an "insured" contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

CA 20 48 02 99

Copyright, Insurance Services Office, Inc. 1998

Page 1 of 1

000294

This endorsement, effective 12:01 a.m., March 26, 2008 forms a part of Policy #RWD9435207 to Brown and Caldwell by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Where required by written contract or agreement (except where not permitted by law).

All other terms and conditions remain the same.