



The City of San Diego

MEMORANDUM

DATE: August 22, 2017  
TO: James Nagelvoort, Director, Public Works Department  
FROM: Albert P. Rechany, Deputy Director, Public Works Contracts *AR*  
SUBJECT: Sole Source Agreement (H186591) for Specialized Technical Support Services for North City Pure Water Facility and Demonstration Pure Water Facility

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Contract Number: H186591  
Dept. Est. Total: \$4,860,000  
Vendor: Trussell Technologies  
Expiration Date: Five Years  
Recommendation: Approve Sole Source

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In accordance with SDMC §22.3016, this is to certify that a Sole Source Agreement (H186591) with Trussell Technologies for Specialized Technical Support Services for North City Pure Water Facility and Demonstration Pure Water Facility is necessary, and that a strict compliance with a competitive process would be unavailing or would not produce an advantage, and soliciting bids or proposals would be undesirable, impractical or impossible for the following reasons:

JUSTIFICATION:

In order to provide a safe, secure, and sustainable local drinking water supply, the City of San Diego (City) has relied heavily on Trussell to advance the Pure Water Program to its current level. The firm is recognized worldwide and highly regarded in the water treatment industry as proven leaders in treatment process engineering, water quality regulations, potable reuse implementation, and reliability of the water purification processes.

For the past twelve (12) years Trussell has been instrumental in providing the City with technical expertise and regulatory knowledge in potable water reuse. The City's reliance on Trussell has extended across all aspects of the future North City Pure Water Facility (NCPWF). Their extensive hands-on involvement in operations, testing, evaluating, and research at the Demonstration Pure Water Facility (DPWF) makes them uniquely qualified to continue to provide specialized and reliable assistance in the NCPWF design, monitoring strategy, operations optimization, and regulatory approval.

No other consultant is as intimately familiar with the complexities and nuances of the design and optimization of the future NCPWF, nor the overarching regulatory approach, nor has established working relationships with Regulatory Agencies; Division of Drinking Water (DDW) and Regional Water Quality Board (RWQCB). Retaining a new consultant at this time to perform the work will lead to significant schedule delays, as they will face an extreme learning curve to acquire the same level of familiarity with the project. Utilizing Trussell's continued services will ensure that consistency with the established design and regulatory parameters is maintained through the design completion, final regulatory approval, and implementation phase. Due to the fact that public health, welfare, and safety could be seriously impacted by using a less qualified consultant, it is imperative that the City continue with the firm that has a proven track record with the Pure Water Program for the past 12 years.

Trussell, under the City's direction, initiated and led several important studies and tasks prior to and during the Phase 1 of Pure Water San Diego Program. To date, Trussell's support of Pure Water Phase 1 has specifically included:

1. Treatment Process Engineering - Developing the research plan and subsequently conducting the actual research to demonstrate the feasibility of the concept of adding purified water in the Miramar Reservoir.
2. Water Quality Regulations - Coordinating with Regulatory Agencies; RWQCB and DDW, preparing multiple sections to City's Draft Title 22 Engineering Report, and securing DDW's willingness to collaborate with the City on the application for regulatory approval.
3. Potable Reuse Implementation - Preparing the 10% and 30% designs of the North City Pure Water Facility (NCPWF), a key component of Pure Water Phase 1.
4. Reliability and Robustness of NCPWF - Performing numerous treatment and monitoring research studies to optimize future NCPWF operations and form the facility's basis of design.
5. Operation and Maintenance of the DPWF - Providing technical support, troubleshooting, identifying and evaluating operation abnormalities, training City staff on how to operate the facility.

Pure Water Phase 1 is on an expedited schedule to deliver the City's first 30 million gallons per day (mgd) of purified water in late 2021. Due to the time constraints imposed by the project's completion schedule, any firm other than Trussell will not have enough time to meet these demanding requirements. Therefore, Trussell's continued involvement at the existing DPWF and future NCPWF is imperative in any future design modifications, obtaining required regulatory approvals and permits, evaluating upcoming and new technologies, and providing technical support to operation and maintenance staff and ensure the City is capable of meeting its Pure Water Program obligations. Soliciting bids or proposals would be undesirable and impractical at this stage. The City needs to retain Trussell's services to successfully and efficiently complete the planned tasks (listed below), as they are all a continuation of their ongoing work.

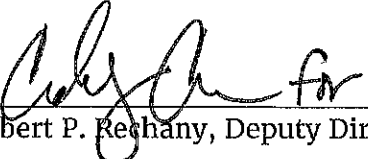
The planned Scope of Work to be performed by Trussell under the sole source agreement includes:

1. Continue to provide technical reviews of design submittals for the NCPWF to ensure compliance with new regulations and new technologies.
2. Continue to provide expertise and strategic support in securing regulatory approval of Pure Water Phase 1.
3. Continue to provide technical assistance to oversee and ensure efficient implementation of Pure Water Phase 1.
4. Continue to conduct research efforts and testing at the City's DPWF in order to complete the optimization of the future NCPWF's treatment, water quality monitoring, and operating strategies.
5. Continue to support City staff in the operations of the DPWF, as well as provide support for training and certification activities for operations and maintenance staff to prepare for future full-scale advanced purification processes and equipment.

AGREEMENT VALUE & DURATION:

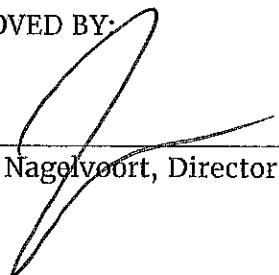
The total fee for these services shall not exceed the amount noted above and the term of the agreement will be in effect from date of the agreement execution, until the agreement is completed/closed, but will not exceed the above listed duration without issuance of a modification to duration of both the agreement and this sole source.

RECOMMENDED BY:

  
\_\_\_\_\_  
Albert P. Rehaney, Deputy Director, Public Works Contracts

Date: 8/22/17

APPROVED BY:

  
\_\_\_\_\_  
James Nagelvoort, Director, Public Works

Date: 8/22/17

AR:clc

cc: James Nagelvoort, Director, Public Works Department  
Myrna Dayton, Acting Assistant Director, Public Works Department  
John J. Helminski, Assistant Director, Public Utilities Department  
Amy Dorman, Program Manager, Public Utilities Department  
Margaret Llagas, Senior Civil Engineer, Public Utilities Department  
Teri A. Juybari, Principal Contract Specialist, Public Utilities Department  
Cindy Crocker, Principal Contract Specialist, Public Works Department



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: August 18, 2017

TO: Al Rechany, Deputy Director, Public Works Department

FROM: Amy Dorman, Program Manager, Public Utilities Department  
via John J. Helminski, Assistant Director, Public Utilities Department *JJH*

SUBJECT: Request for Sole Source Authorization for Specialized Technical Support Services for North City Pure Water Facility and Demonstration Pure Water Facility Agreement with Trussell Technologies Inc. (H186591)

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The Public Utilities Department (PUD) is seeking to enter into five (5) year, Not-to-Exceed \$4,860,000 single price sole source consultant agreement with Trussell Technologies, Inc. (Trussell). In order to provide a safe, secure, and sustainable local drinking water supply, the City of San Diego (City) has relied heavily on Trussell to advance the Pure Water Program to its current level. The firm is recognized worldwide and highly regarded in the water treatment industry as proven leaders in treatment process engineering, water quality regulations, potable reuse implementation, and reliability of the water purification processes.

For the past twelve (12) years Trussell has been instrumental in providing the City with technical expertise and regulatory knowledge in potable water reuse. The City's reliance on Trussell has extended across all aspects of the future North City Pure Water Facility (NCPWF). Their extensive hands-on involvement in operations, testing, evaluating, and research at the Demonstration Pure Water Facility (DPWF) makes them uniquely qualified to continue to provide specialized and reliable assistance in the NCPWF design, monitoring strategy, operations optimization, and regulatory approval.

No other consultant is as intimately familiar with the complexities and nuances of the design and optimization of the future NCPWF, nor the overarching regulatory approach, nor has established working relationships with Regulatory Agencies; Division of Drinking Water (DDW) and Regional Water Quality Board (RWQCB). Retaining a new consultant at this time to perform the work will lead to significant schedule delays, as they will face an extreme learning curve to acquire the same level of familiarity with the project. Utilizing Trussell's continued services will ensure that consistency with the established design and regulatory parameters is maintained through the design completion, final regulatory approval, and implementation phase. Due to the fact that public health, welfare, and safety could be seriously impacted by using a less qualified consultant, it is imperative that the City continue

with the firm that has a proven track record with the Pure Water Program for the past 12 years.

Trussell, under the City's direction, initiated and led several important studies and tasks prior to and during the Phase 1 of Pure Water San Diego Program. To date, Trussell's support of Pure Water Phase 1 has specifically included:

1. Treatment Process Engineering - Developing the research plan and subsequently conducting the actual research to demonstrate the feasibility of the concept of adding purified water in the Miramar Reservoir.
2. Water Quality Regulations - Coordinating with Regulatory Agencies; RWQCB and DDW, preparing multiple sections to City's Draft Title 22 Engineering Report, and securing DDW's willingness to collaborate with the City on the application for regulatory approval.
3. Potable Reuse Implementation - Preparing the 10% and 30% designs of the North City Pure Water Facility (NCPWF), a key component of Pure Water Phase 1.
4. Reliability and Robustness of NCPWF - Performing numerous treatment and monitoring research studies to optimize future NCPWF operations and form the facility's basis of design.
5. Operation and Maintenance of the DPWF - Providing technical support, troubleshooting, identifying and evaluating operation abnormalities, training City staff on how to operate the facility.

Pure Water Phase 1 is on an expedited schedule to deliver the City's first 30 million gallons per day (mgd) of purified water in late 2021. Due to the time constraints imposed by the project's completion schedule, any firm other than Trussell will not have enough time to meet these demanding requirements. Therefore, Trussell's continued involvement at the existing DPWF and future NCPWF is imperative in any future design modifications, obtaining required regulatory approvals and permits, evaluating upcoming and new technologies, and providing technical support to operation and maintenance staff and ensure the City is capable of meeting its Pure Water Program obligations. Soliciting bids or proposals would be undesirable and impractical at this stage. The City needs to retain Trussell's services to successfully and efficiently complete the planned tasks (listed below), as they are all a continuation of their ongoing work.


The planned Scope of Work to be performed by Trussell by mid Fiscal Year 2021 under a proposed sole source agreement includes:

1. Continue to provide technical reviews of design submittals for the NCPWF to ensure compliance with new regulations and new technologies.
2. Continue to provide expertise and strategic support in securing regulatory approval of Pure Water Phase 1.
3. Continue to provide technical assistance to oversee and ensure efficient implementation of Pure Water Phase 1.

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Al Rechany, Deputy Director, Public Works Department  
August 18, 2017

4. Continue to conduct research efforts and testing at the City's DPWF in order to complete the optimization of the future NCPWF's treatment, water quality monitoring, and operating strategies.
5. Continue to support City staff in the operations of the DPWF, as well as provide support for training and certification activities for operations and maintenance staff to prepare for future full-scale advanced purification processes and equipment.

Per SDMC §22.3016, I certify that a sole source agreement is necessary, and that a strict compliance with a competitive process would be unavailing or would not produce an advantage, and soliciting bids or proposals would be undesirable, impractical or impossible. Your understanding, support, and approval of this request would be greatly appreciated.



Amy Dorman  
Program Manager

AD/mpi/clc

cc: Cindy Crocker, Principal Contracts Specialist, Public Works Contracts, MS614C  
Margaret Llagas, Senior Civil Engineer, Public Utilities Department, MS 901A

**ORIGINAL  
DUPLICATE**

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
TRUSSELL TECHNOLOGIES, INC.**

**FOR  
SPECIALIZED TECHNICAL SUPPORT SERVICES  
FOR NORTH CITY PURE WATER FACILITY AND  
DEMONSTRATION PURE WATER FACILITY**

**CONTRACT NUMBER: H186591**

**R. 311484**

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**DESIGN PROFESSIONAL AGREEMENT EXHIBITS**

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
  - (AA) Disclosure of Discrimination Complaints
  - (BB) Work Force Report
  - (CC) Subcontractors List
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - Consultant Evaluation Form
- Exhibit I - Contractor Standards Pledge of Compliance
- Exhibit J - Regarding Information Requested under the California Public Records Act
- Exhibit K - Americans With Disabilities Act (ADA) Compliance Certification

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND TRUSSELL TECHNOLOGIES, INC.  
FOR SPECIALIZED TECHNICAL SUPPORT SERVICES FOR NORTH CITY  
PURE WATER FACILITY AND DEMONSTRATION PURE WATER  
FACILITY DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Trussell Technologies, Inc. [Design Professional] for the Design Professional to provide Professional Services to the City for the Specialized Technical Support Services for North City Pure Water Facility and Demonstration Pure Water Facility (H186591) [Project].

**RECITALS**

The City wants to retain the services of a professional Trussell Technologies, Inc. firm to provide Specialized Technical Support Services for North City Pure Water Facility and Demonstration Pure Water Facility services [Professional Services].

The Design Professional represents that it has the expertise, experience and personnel necessary to provide the Professional Services for the Project.

The City and the Design Professional [Parties] want to enter into an Agreement whereby the City will retain the Design Professional to provide, and the Design Professional shall provide, the Professional Services for the Project [Agreement].

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

**ARTICLE I  
DESIGN PROFESSIONAL SERVICES**

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

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

**1.2 Contract Administrator.** The Public Utilities Department is the contract administrator for this Agreement. The Design Professional shall provide the Professional Services under the direction of a designated representative of the Public Utilities Department. The City's designated representative will communicate with the Design Professional on all matters related to the administration of this Agreement and the Design Professional's performance of the Professional Services rendered hereunder. When this Agreement refers to

communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. However, when this Agreement refers to an act or approval to be performed by the 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 Design Professional's cost of, or the time required for, the performance of any of the Professional Services, the Design Professional shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Design Professional's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

**1.4 Written Authorization.** Prior to performing any Professional Services in connection with the Project, the Design Professional shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Design Professional 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 Design Professional from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

**1.5 Confidentiality of Services.** All Professional Services performed by the Design Professional, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Design Professional, 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 Design Professional, at the time that it was disclosed to the Design Professional by the City, (b) subsequently becomes publicly known through no act or omission of the Design Professional, or (c) otherwise becomes known to the Design Professional 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.** The Design Professional shall ensure that any plans and specifications prepared, required, or recommended under this Agreement allow for competitive bidding. The Design Professional shall design such plans or specifications so that procurement of services, labor or materials are not available from only one source, and shall not design plans and specifications 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 Design Professional shall submit this written justification to the City prior to beginning work on such plans or specifications. Whenever the Design Professional recommends a specific product or equipment for

competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Project.

## **ARTICLE II DURATION OF AGREEMENT**

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, this Agreement shall be effective until completion of the Scope of Services or for no more than sixty (60) months, whichever is the earliest. Any extension beyond sixty (60) months will require City Council approval via Ordinance.

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

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

**2.4 Delay.** If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Design Professional to a reasonable extension of time, but such delay shall not entitle the Design Professional 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 Design Professional's work; inability to obtain materials, equipment, or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Design Professional; provided, however, that: (a) this provision shall not apply to, and the Design Professional shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Design Professional; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Design Professional to an extension of time unless the Design Professional furnishes the City, in a timely manner, documentary proof satisfactory to City of the Design Professional'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 Design Professional's performance of the Professional Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Design Professional 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 Design Professional a sum equivalent to the reasonable value of the Professional Services the Design Professional has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Design

the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Design Professional shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

**2.6 City's Right to Terminate for Convenience.** The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Design Professional. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Design Professional. After termination of this Agreement, the Design Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Design Professional's Professional Services under this Agreement. For services satisfactorily rendered in completing the work, the Design Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Design Professional before the effective date of termination. After filing of documents and completion of performance, the Design Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Design Professional's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Design Professional 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 Design Professional fails to satisfactorily perform any obligation required by this Agreement, the Design Professional's failure constitutes a Default. A Default includes the Design Professional's failure to adhere to the Time Schedule. If the Design Professional 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 Design Professional, and any person claiming any rights by or through the Design Professional 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 Design Professional.

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** The total compensation payable by the City to the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, shall not exceed \$4,860,000. The compensation for the Scope of Services shall not exceed \$4,708,900 and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$151,100. Moreover, the total compensation to be paid to the Design Professional by the City for all work performed under each phase of this Agreement shall not exceed the amount for each phase as specified in the Phased Funding Schedule in Section 3.1.1 unless said amount is modified in writing by an amendment to this Agreement.

**3.1.1 Phased Funding Schedule.** The work to be performed under this Agreement shall be performed during the separate and specific phases identified in the following Phased Funding Schedule.

<b>PHASED FUNDING SCHEDULE</b>		
<b>Funding Phases</b>	<b>Dates</b>	<b>Total Not to Exceed Amount</b>
1	From date of execution of Agreement through completion of Agreement	\$2,993,079
2	From July 1, 2020 through completion of the Agreement	\$1,866,921
<b>Total</b>		<b>\$4,860,000</b>

**3.1.2** The Parties expressly agree and understand that each Funding Phase is subject to funds being appropriated and authorized by the City Council each fiscal year. The City's obligations and the Design Professional's obligations under this multi-phase contract which shall be funded by multi-phase funding authorizations are as follows:

- a. Only Phase 1 funding is available at time of contract award and no other phases are authorized. The City shall so notify the Design Professional in writing when the next Phase has been funded.
- b. The City is not obligated to the Design Professional for any amount over that specified in the Funding Schedule that has been authorized by the City Council.
- c. The Design Professional is not obligated to incur costs for the performance of work required for any subsequent Funding Phase after the first phase, until written notification is received from the City of the availability of funds for the next Phase. The Design Professional's obligation shall increase only to the extent authorized by the City.
- d. If the Agreement is terminated under Section 2.6 "City's Right to Terminate for Convenience", the settlement proposal shall be determined pursuant to procedures established in that section. The Design Professional shall be entitled to compensation for only those Services provided under Funding Phases that have been authorized by the City.
- e. The Phase Funding schedule may be amended as required by the City.



**3.1.3** The not-to-exceed amounts stated in the Funding Schedule in Paragraph 3.1.1 above include the following two specific elements:

3.1.3.1 Work described in this AGREEMENT and its Exhibits; and

3.1.3.2 Additional Services that may be authorized under Paragraph 3.2 of this AGREEMENT.

Funding Phases	Fixed Amount	Not to Exceed Amount for Additional Services	Total Not to Exceed Amount
1	\$2,917,529	\$75,550	\$2,993,079
2	\$1,791,371	\$75,550	\$1,866,921
<b>Total</b>	<b>\$4,708,900</b>	<b>\$151,100</b>	<b>\$4,860,000</b>

**3.2 Additional Services.** The City may require that the Design Professional perform additional Professional Services [Additional Services] beyond those basic services described in the Scope of Services [Exhibit A]. Prior to the Design Professional's performance of Additional Services, the City and the Design Professional 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 Design Professional for the performance of Additional Services in accordance with Section 3.3.

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

**3.4 Additional Costs.** Additional Costs are those costs that can be reasonably determined to be related to the Design Professional's errors or omissions, and may include Design Professional, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Design Professional shall not be paid for the Professional Services required due to the Design Professional's errors or omissions, and the Design Professional 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 Design Professional. Whether or not there are any monies due, or becoming due, the Design Professional shall reimburse the City for Additional Costs due to the Design Professional's errors or omissions.

**3.5 Eighty Percent Notification.** The Design Professional 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 DESIGN PROFESSIONAL'S OBLIGATIONS**

**4.1 Industry Standards.** The Design Professional agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional Environmental Research and Water Quality Engineering firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Design Professional 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 Design Professional's and any Subcontractor's premises to review and audit the Design Professional'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 Design Professional's premises, of any and all Project-related records 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 Design Professional 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.

**4.2.2.2 Accounting Records.** The Design Professional and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Design Professional and Subcontractors shall make available to the City for review and audit; all Project-related accounting records and documents, and any other financial data. Upon the City's request, the Design Professional 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 Design Professional 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 Design Professional'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 Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Design Professional's liabilities, including but not limited to Design Professional'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 Design Professional'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 Design Professional 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 Design Professional 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 Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional 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 Design Professional's employees who are subject to this Agreement and to the extent required by the applicable

state or federal law, the Design Professional 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 Design Professional 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 Architects & Engineers Professional Liability.** For all of the Design Professional's employees who are subject to this Agreement, the Design Professional 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 Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Professional Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Professional Services or termination of this Agreement whichever occurs last. The Design Professional 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 Design Professional and shall be disclosed to the City at the time the evidence of insurance is provided.

**4.3.3 Acceptability of Insurers.**

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

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

**4.3.4 Required Endorsements.**

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

**4.3.4.1 Commercial General Liability Insurance Endorsements.**

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

**PRIMARY AND NON-CONTRIBUTORY COVERAGE.** The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Design Professional's insurance and shall not contribute to it.

#### **4.3.4.2 Automobile Liability Insurance Endorsements**

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

#### **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 Design Professional's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Design Professional 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 Design Professional 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 Design Professional's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Design Professional shall list on the Subcontractor List (Exhibit D, Attachment CC) all Subcontractors known to the Design Professional at the time this Agreement is entered. If at any time after this Agreement is entered into, the Design Professional identifies a need for addition, deletion, or substitution of Subcontractor Services, the Design Professional must submit a written notice to the City requesting approval for the change modifying the Subcontractor Services. The Design Professional's written notice shall include a justification, a description of the scope of services, an estimate of all costs/percentage of contract participation for the Subcontractor Services, and an updated Exhibit D, Attachment CC reflecting the requested change(s). The City agrees to

consider such requests in good faith.

**4.4.1 Subcontractor Contract.** All contracts entered into between the Design Professional and any Subcontractor shall contain the information as described in Sections 4.6, 4.7, 4.10.2, and 4.18, and shall also provide as follows:

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

**4.4.1.2** The Design Professional is obligated to pay the Subcontractor, for Design Professional and City-approved invoice amounts, out of amounts paid by the City to the Design Professional, not later than fourteen working days from the Design Professional's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Design Professional 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 Design Professional 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 Design Professional shall pay the Subcontractor the amount withheld within fourteen working days of the Design Professional's receipt of the City's next payment.

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

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

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

#### **4.5 Contract Records and Reports.**

**4.5.1** The Design Professional shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors. Records shall show name, telephone number including area code, and business address of each

Subcontractor and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

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

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

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

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

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

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

#### **4.6 Non-Discrimination Requirements.**

##### **4.6.1 Compliance with the City's Equal Opportunity Contracting Program.**

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

**4.6.2 Non-Discrimination Ordinance.** The Design Professional shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Design Professional shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design Professional 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 Design Professional and any Subcontractors, vendors and suppliers.

**4.6.3 Compliance Investigations.** Upon the City's request, the Design Professional 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 Design Professional 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 Design Professional for each subcontract or supply contract. The Design Professional 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 Design Professional 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 Design Professional up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Design Professional 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 Design Professional 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 Design Professional 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 Design Professional's Notice to Employees.** The Design Professional 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 Design Professional shall establish a drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the work place; (2) the policy of maintaining a drug-free work place; (3) available drug counseling, rehabilitation, and employee assistance programs; (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 Design Professional shall post the drug-free policy in a prominent place.

**4.7.4 Subcontractor's Agreements.** The Design Professional further certifies that each contract for Subcontractor Services for this Project 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. Design Professionals and Subcontractors shall be individually responsible for their own drug-free work place program.

**4.8 Title 24/Americans with Disabilities Act Requirements.** Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive



requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design Professional understands that while the City will be reviewing Design Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's access review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

**4.9 Product Endorsement.** The Design Professional 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.

**4.10 Conflict of Interest.** The Design Professional 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.

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

**4.10.1.1** If a determination is made that certain individuals must disclose relevant financial interests, the statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The individual shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the individuals are subject to a conflict of interest code. Each year thereafter, the individuals 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 individual was subject to a conflict of interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.

**4.10.1.2** If the City requires an individual member of the Design Professional's organization to file a statement of economic interests as a result of the Professional Services performed, the individual 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.

**4.10.2** The Design Professional 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.

**4.10.3** The Design Professional and its Subcontractors having subcontracts amounting to 1% or more of the value of the Professional Services agreed to under this Agreement are precluded from participating in design services on behalf of the contractor, construction management, and any other construction services related in any way to these Professional Services without the prior written consent of the City.

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

**4.10.5** If the Design Professional violates any conflict of interest law or any of the provisions in this Section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Design Professional to liability to the City for attorneys' fees and all damages sustained as a result of the violation.

**4.11 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Professional Services provided under this Agreement, upon the City's request, the Design Professional, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Design Professional'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.

**4.12 Compensation for Mandatory Assistance.** The City will compensate the Design Professional for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.2. 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 Design Professional, its agents, officers, and employees, the Design Professional shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Design Professional, its agents, officers, and employees for Mandatory Assistance.

**4.13 Attorney Fees related to Mandatory Assistance.** In providing the City with dispute or litigation assistance, the Design Professional or its agents, officers, and employees may incur expenses and/or costs. The Design Professional 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.

**4.14 Energy Conservation Specifications.** Technological advances in energy conservation devices such as Lighting and Heating, Ventilation, and Air Conditioning (HVAC), enable additional energy savings over that required by the State of California's Energy Efficiency Standards (Title 24, Part 6 of the California Code of Regulations). The Design Professional shall model the energy performance of the building using an acceptable computer model such as Energy Pro, EQuest, DOE-2, Power DOE, HAP 3.22, etc. and present

the summary data to the City at or prior to 100 percent design. This analysis should include life cycle cost analysis showing recovery of construction costs through operation and maintenance costs (e.g., electricity and gas savings.) The Design Professional shall prepare a cost savings matrix that lists each device being considered and one, three, five and ten-year Project savings. The comparison shall include, but not be limited to, the following equipment: Lighting, HVAC, Water Heating, and Motors.

The Design Professional shall contact the SDG&E New Construction Program at (858) 636-5725 or the San Diego Regional Energy Office at (619) 595-5634 to integrate them into the design process to ensure maximum energy performance and access to technical resources. Design Professional shall endeavor to obtain from SDG&E a UTIL-1 (Utility Incentive Worksheet) to estimate energy savings and incentives available based on the design team energy modeling.

**4.15 Notification of Increased Construction Cost.** If, at any time prior to the City's approval of the final plans and specifications, the Design Professional anticipates that the total construction cost will exceed the estimated construction budget, the Design Professional shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Design Professional 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).

**4.16 Sustainable Building Policy.** The Project design and construction shall comply with City Council Green Building Policy 900-14 (Exhibit G). All new or significantly remodeled City facilities shall be designed and constructed to achieve at a minimum the Leadership in Energy and Environmental Design (LEED) "Silver" Level Certification.

**4.17 Design-Build Competition Eligibility.** Any architectural firms, engineering firms, Design Professionals, or individuals retained by the City to assist the City with developing criteria or preparing the preliminary design or the request for proposals for a Design-Build competition shall not be eligible to participate with any Design-Build Entity in that Design-Build competition. Additionally, the City may determine in its sole discretion that a Subcontractor hired to assist with a Design-Build competition, regardless of whether the Subcontractor was hired by the City or hired by an architectural firm, engineering firm, Design Professional, or individual retained by the City, has a competitive advantage and as such is ineligible to participate in that Design-Build competition.

**4.18 Storm Water Management Discharge Control.** Design Professional shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. Design Professional warrants and certifies that any and all plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. Design Professional understands that while the City will be reviewing Design Professional 's designs for storm water permit compliance

prior to acceptance of Design Professional 's designs, Design Professional understands and agrees that the City's Storm Water review process and its acceptance of Design Professional 's designs in no way limits the Design Professional 's obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

The Design Professional shall review the completed Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, the Design Professional shall incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. In addition, for Priority Development projects, the Design Professional shall prepare a Storm Water Quality Management Plan in accordance with the requirements of the Storm Water Standards Manual and prepare a BMP plan showing all permanent BMPs, LID designs, hydromodification management plan facilities, and include sufficient details and cross sections for construction.

Design Professional shall attend the Pre-construction meeting. The Project Manager will coordinate with the Design Professional on the inspection of the permanent BMP(s) during installation. Design Professional shall inspect and confirm that the permanent BMP was installed in accordance with the details on the plans and that the permanent BMP functions to meet the requirements of the MS4 Permit. Upon notification by the Project Manager, the Design Professional shall sign and stamp the Permanent BMP Self Certification on the plans or the Permanent BMP Self Certification Form (DS-563) prior to final acceptance by the City.

For projects requiring soil-disturbance work such as geotechnical borings, street coring and potholing as component of the design, the Design Professional shall complete a Minor Water Pollution Control Plan (DS-570), if applicable.

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

**4.20 Prevailing Wage Rates.** Reserved.

## **ARTICLE V RESERVED**

## **ARTICLE VI INDEMNIFICATION**

**6.1 Indemnification.** Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, Design Professional shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Design Professional or its Subcontractors), expense and liability of every kind, nature and

description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the Design Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Design Professional's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or sole willful misconduct of the Indemnified Parties.

## **6.2 Design Professional Services Indemnification and Defense.**

**6.2.1 Design Professional Services Indemnification.** To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), with respect to the performance of design professional services, Design Professional shall indemnify and hold harmless the City, its officers, or employees, from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

**6.2.2 Design Professional Services Defense.** Parties will work in good faith to procure applicable insurance coverage for the cost of any defense arising from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

**6.3 Insurance.** The provisions of this Article are not limited by the requirements of Section 4.3 related to insurance.

**6.4 Enforcement Costs.** The Design Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in this Article.

## **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, 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 and shall be delivered to the City upon request. The Design Professional, 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 Design Professional, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Design Professional, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Deliverable Materials mentioned in this article for purposes unrelated to Design Professional's work on behalf of the City without prior written consent of the City.

**8.3 Intellectual Property Rights Assignment.** Design Professional, 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.** Design Professional, 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 Design Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Design Professional, 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 Design Professional utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable Materials to the City, the agreement between Design Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable Materials/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable Materials/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable Materials, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

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

**8.7 Intellectual Property Warranty and Indemnification.** Design Professional 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 Design Professional to produce, at Design Professional'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. Design Professional further agrees to indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services, Deliverable Materials, or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Design Professional receives payment under this contract, City shall be entitled, upon written notice to Design Professional, to withhold some or all of such payment.

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

#### **ARTICLE IX MISCELLANEOUS**

**9.1 Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Public Utilities Department, c/o Margaret Llagas MS 901, 9192 Topaz Way, San Diego, CA 92123, e-mail: [MLlagas@sandiego.gov](mailto:MLlagas@sandiego.gov), and notice to the Design Professional shall be addressed to: Trussell Technologies, Inc., R. Shane Trussell, 380 Stevens Ave., Suite 212; Solana Beach, CA 92075, e-mail: [shanet@trusselltech.com](mailto:shanet@trusselltech.com)/[joyd@trusselltech.com](mailto:joyd@trusselltech.com), main phone (858) 458-1030 .

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

**9.3 Non-Assignment.** The Design Professional 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 Design Professional and any Subcontractors employed by the Design Professional 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 Design Professional concerning the details of performing the Professional Services, or to



exercise any control over such performance, shall mean only that the Design Professional shall follow the direction of the City concerning the end results of the performance.

**9.5 Design Professional and Subcontractor Principals for Professional Services.** It is understood that this Agreement is for unique Professional Services. Retention of the Design Professional's Professional Services is based on the particular professional expertise of the following members of the Design Professional's organization: R. Rhodes Trussell, R. Shane Trussell, Celine Trussell, David Hokanson, Brian Pecson, Fred Gerringer, Eileen Idica, Aleks Pisarenko, John Kenny, Elise Chen, Brett Faulkner, Aviv Kolakovsky, Mitch Bartolo, Sarah Triolo, and Rodrigo Tackaert[Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Design Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Design Professional. 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 Design Professional, to require any of the Design Professional's employees or agents to be removed from performance of the Scope of Services.

**9.6 Additional Design Professionals or Contractors.** The City reserves the right to employ, at its own expense, such additional Design Professionals or contractors as the City deems necessary to perform work or to provide the Professional Services on the Project.

**9.7 Employment of City Staff.** This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Design Professional 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 Design Professional.

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

**9.9 Compliance with Controlling Law.** The Design Professional shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720 relating to the payment of prevailing wages during the design and preconstruction phases of a project, including inspection and land surveying work. In addition, the Design Professional 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.

**9.10 Jurisdiction.** The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any

related disputes shall be in accordance with the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**9.11 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.

**9.12 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.

**9.13 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.

**9.14 No Waiver.** No failure of either the City or the Design Professional 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.

**9.15 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.

**9.16 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 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.

**9.19 Design Professional Evaluation.** City will evaluate Design Professional's performance of Professional Services on the Project using the Consultant Evaluation Form (Exhibit H).

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

**9.21 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.

**9.22 Contractor Standards.** This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 30 adopted by Ordinance No. O-20148. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit I. The Contractor Standards are available online at [www.sandiego.gov/purchasing/vendor/index.shtml](http://www.sandiego.gov/purchasing/vendor/index.shtml) or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

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

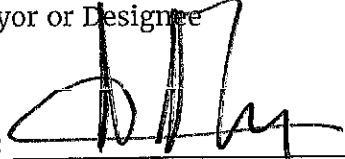
**9.24 Public Records.** This Agreement is a public document subject to the California Public Records Act, and as such may be subject to public review per Exhibit J (Regarding Information Requested under the California Public Records Act).

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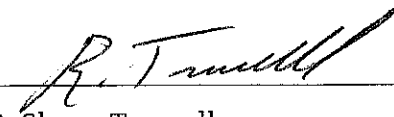
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution No. R.311484, authorizing such execution, and by the Design Professional pursuant to Trussell Technologies, Inc's Signature Authority Document.

Dated this 23<sup>rd</sup> day of FEBRUARY, 2018.

THE CITY OF SAN DIEGO  
Mayor or Designee


By:   
Albert P. Rechan  
Deputy Director  
Public Works Contracts

I HEREBY CERTIFY I can legally bind Trussell Technologies, Inc. and that I have read all of this Agreement, this 27<sup>th</sup> day of October, 2017.

By:   
R. Shane Trussell  
President

I HEREBY APPROVE the form of the foregoing Agreement this 26<sup>th</sup> day of Feb., 2018.

MARA W. ELLIOTT, City Attorney

By:   
Deputy City Attorney

**DESIGN PROFESSIONAL AGREEMENT**  
**EXHIBITS**

## SCOPE OF SERVICES

Pure Water Phase 1 is on the expedited schedule to deliver the City's first 30 million gallons per day (mgd) of purified water by the end of 2021. The Public Utilities Department (PUD) Pure Water Division is currently undergoing a fast-paced design review for the North City Pure Water Facility (NCPWF) and is fully engaged in continued testing and research related to water treatment optimization.

Trussell Technologies, Inc. (Trussell) has been involved in the NCPWF preliminary design, research studies, operations and process optimization, monitoring strategy, and regulatory compliance. The City, with Trussell's continuing process design expertise, will continue research and testing of new emerging products, technologies, and operational philosophies and will evaluate the results to modify and improve the current NCPWF design and implementation efforts.

Trussell nor its subcontractors will participate in any work subject to California prevailing wage laws, including but not limited to pre-construction, construction or repair field activities that trigger prevailing wage. If any such work under this contract should occur, Trussell must immediately notify the City of San Diego.

Trussell will work on the following planned tasks, as they are all a continuation of work they have initiated and led.

### **Task 1. Provide Technical Reviews of Design Submittals for the NCPWF:**

In Task 1, Trussell will provide a technical review of the process design submittals for 100% and Final NCPWF designs. The purpose of this review is to ensure congruity of the current design with predesign concepts, Demonstration Pure Water Facility DPWF study outcomes, compliance with monitoring strategy set forth in Title 22 Engineering Report submitted to Division of Drinking Water (DDW), and regulatory compliance. Trussell will review the ozone, biological activated carbon, membrane filtration, reverse osmosis, ultraviolet advanced oxidation process, post-treatment designs and associated chemical dosing systems and process monitoring instruments for each design level submittal. Trussell will also review all process-related items including:

- Design specifications
- Piping and instrumentation diagrams
- Process control narratives
- Programming logic
- All aspects of the design related to City operations and maintenance
- All aspects of the design related to regulatory compliance including failure response and performance reliability.

#### **Task 1.1 100% Design Review**

Deliverables: Review comments will be submitted in a template provided by the City within three 3 weeks from receiving 100% design drawings and specifications.

#### **Task 1.2 Final Design Review**

Deliverables: Review comments will be submitted in a template provided by the City within three (3) weeks from receiving the final design.

**Task 2. Provide Expertise and Strategic Support in Securing Regulatory Approval of Pure Water Phase 1:**

The purpose of this task is for Trussell to assist the City in securing regulatory approval throughout the design, construction, and acceptance of the Pure Water Phase 1 project. The Work will commence after the Draft 2 (Addendum 1) Title 22 Engineering is submitted.

**Task 2.1 Title 22 Engineering Report Revisions**

Trussell will provide assistance in addressing comments/questions from DDW after the Draft 2 (Addendum 1)<sup>1</sup> Title 22 Engineering Report (T22 ER) is submitted. Draft 1 of the T22 ER is currently being reviewed by DDW and comments are due in October 2017. The schedule assumes that Addendum 1 will be submitted to DDW by February 2018 and that DDW will review for a period of 6 months. Trussell will make all necessary updates to the T22 ER taking place after the review of the Addendum 1, including:

- Revisions per DDW review comments/questions on the First Addendum to the T22 ER
- Changes between 30% NCPWF predesign and 60%/100% NCPWF design
- Outcomes of the 8.7 gpm/sf Additional Filter Loading Rate Testing
- Outcomes of the Independent Advisory Panel (IAP) Expert Panel meetings on the Pathogen Monitoring Study
- Outcomes of the DDW Pathogen Monitoring Study review
- Finalization of an Addendum 2, the approved Final T22 ER

Deliverables: Monthly meetings with the City/DDW, comment responses provided to regulatory agencies, T22 ER updated in Addendum 2 (approved Final T22 ER) within two (2) weeks from receiving the regulatory input.

**Task 2.2 Address Regulatory Agencies Requirements Regarding Integrity Monitoring of Treatment Processes.**

If requested by regulatory agencies following their review of the T22 ER and as a separate effort from T22 ER revisions, Trussell will develop a technical memorandum (TM) responding to requirements for additional testing and integrity monitoring of treatment processes at the NCPWF.

Deliverables: Draft and Final TM within three (3) weeks and one (1) week prior to Task completion.

**Task 2.3 Operations Plan**

Once the T22 ER has been finalized, the next regulatory document required by DDW is the Operations Plan, which usually requires information from the final design of the facility being permitted. Trussell will support the development of the Operations Plan which will comply with the requirements set forth in the Source Water Assessment (SWA) regulations. The goal of the Operations Plan is to support the goal of optimizing facility operations for the reliable production of purified water. The Operations Plan is a comprehensive document describing all project components including, but not limited to:

- Process design criteria

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<sup>1</sup> Addendum 1 refers to the updated draft that incorporated DDW's first set of comments scheduled to be received by the City in October 2017. Trussell is currently scoped to work on Addendum 1 with Stantec but work for any further revisions are not included in any existing scope of work with Stantec.

- Process schematics
- Process control strategies
- Modes of operation
- Emergency operating procedures
- Alarms (including trigger points, responses, and corrective actions)
- Process performance monitoring (including critical control points to support Log Removal Values (LRVs))
- Water quality monitoring and reporting requirements
- Miramar Reservoir operations
- Staffing plan
- Communication procedures

Deliverables: Monthly meetings with the City/DDW, one comment/review cycle of the Draft Operations Plan with City, two comment/review cycles of the Draft Operations Plan with DDW within two (2) weeks from receiving Draft Operations Plan.

#### **Task 2.4 Support Regulatory Compliance during Construction, Commissioning, and Operational Ramp-Up**

As part of implementation of the NCPWF (i.e., construction, commissioning, and operational ramp-up), which occurs after the T22 ER is complete and the Operations Plan is near complete, Trussell will support regulatory compliance of all major treatment processes. During construction of the NCPWF, DDW will be onsite conducting inspections of major processes as they come online. Trussell will be present to support (non-prevailing wage work only) the City during these regulatory inspections to ensure that all processes are compliant. Trussell will also support the City during NCPWF operational ramp-up by developing a template of the monthly DDW Compliance Report for the NCPWF and supporting the submission of twelve monthly compliance report submissions.

Deliverables: Response and/or review up to 10 RFIs/submittals related to regulatory compliance, participation and attendance at up to 10 onsite regulatory inspections by DDW, support of submission of monthly NCPWF DDW Compliance Reports by the City (covering twelve monthly operating periods) Responses will be due within two (2) weeks from receiving each RFI.

#### **Task 2.5 Public Water System Permit Application and Support**

Trussell will coordinate with the City and regulatory agencies to compile all the information and documentation necessary for the Public Water System (PWS) permit for the Miramar Drinking Water Treatment Plant (DWTP). A PWS is required in order for the Miramar DWTP to run on the new purified water source, and therefore must be approved before NCPWF discharge to the Miramar Reservoir. Trussell will assist the City staff in obtaining the PWS permit and will support the City with subsequent monthly reporting through the flow ramp up to the Miramar Reservoir.

Deliverables: Quarterly meetings with DDW, Preparation and Strategy Meetings with City to obtain final approved PWS permit for Miramar DWTP (as needed), Draft Monthly Compliance Report Template for Miramar DWTP, support of submission of Monthly Miramar DWTP DDW Compliance Reports by the City (covering six monthly operating periods) at the beginning of the following month.

#### **Task 2.6 Review and Analyze Newly Proposed Legislation and Policy Initiatives**

Trussell will support the City by reviewing and analyzing proposed legislation and policy initiatives set forth by federal, state, or local government entities that impact the design and implementation of the NCPWF. Trussell's review and response to specific legislation



will be requested by the City. Examples may include the Final SWA regulations or energy usage mandates.

Deliverables: 1 legislative analysis per year (each analysis includes 1 meeting and 1 written response) due within four (4) weeks prior to Task completion.

### **Task 2.7 Miramar Reservoir Tracer Study**

Trussell will develop a test protocol for review by the City, IAP, and DDW. The City or hired contractor will be responsible for conducting the tracer study field work including tracer release, monitoring of the tracer plume, and environmental measurements such as wind and temperature. Trussell will support the City during the tracer study to ensure that the approved Test Protocol objectives are met and report on the Tracer Study results.

Deliverables: Draft Protocol with City, Draft Protocol with IAP, Draft Protocol with DDW, Final Protocol with City, Final Protocol with IAP, Final Protocol with DDW, Draft Report with City, Draft Report with IAP, Draft Report with DDW, Final Report with City, Final Report with IAP, Final Report with DDW, monthly meetings with City/contractor. Draft Reports are due within eight (8) weeks prior to task completion, Final Reports are due within two (2) weeks prior to Task completion.

### **Task 3. Provide Technical Assistance during Implementation Phase:**

#### **Task 3.1 Technical Assistance during Construction and Commissioning**

Trussell will support the City by providing engineering oversight and technical expertise during the implementation of the NCPWF. Trussell will support treatment process implementation during construction and commissioning by:

- Responding to RFIs related to plant operations and maintenance (RFIs related to regulatory compliance are covered in Task 2.5)
- Coordinating with design and construction management teams regarding process construction and commissioning
- Coordinating with City/contractor programmers to ensure appropriate programming logic per specifications and plans outlined in the T22 ER and Operations Plan
- Providing operational support during construction to maintain recycled water production
- Evaluating and providing solutions to unforeseen field conditions

Deliverables: Response and/or review of up to 30 RFIs/submittals related to plant operations and maintenance, monthly meetings with City, design contractor, and/or construction project manager. Responses are due within two (2) weeks from receiving each RFI.

### **Task 4. Perform Research at the City's DPWF to Complete the Optimization of the Future Treatment, Monitoring, and Operating Strategies at the NCPWF:**

#### **Task 4.1 Additional Filter Loading Rate Testing under Stressed Conditions**

Trussell will conduct Additional Filter Loading Rate Testing at NCWRP under stressed conditions to ensure that feed water quality to the NCPWF is not significantly impacted under higher filter loading rate conditions. High solids loading conditions will be simulated with high ferric chloride doses up to 20 mg/L. This task entails meter maintenance and routine analysis, meetings with NCWRP staff, a test protocol, report, and project management. By following the Additional Filter Loading Rate Testing, this work

will benefit from the existing work done for obtaining a temporary filter loading rate waiver, the calibration of particle counters and turbidimeters, and optimizing filter operations during testing.

Deliverables: Draft and Final Test Protocol, Draft and Final Report are due within two (2) weeks and four (4) weeks from Task commencement.

#### **Task 4.2 Additional Pathogen Monitoring**

Trussell may be required to conduct Additional Pathogen Monitoring at NCWRP depending on the outcomes of the IAP Expert Panel meetings and DDW review of the current Pathogen Monitoring Study. The current pathogen Monitoring Study included one year of sampling, however an additional year of sampling may be required based on EPA LT2 *Cryptosporidium* sampling for surface water sources. The recommended number of additional samples and recommended microbiological assays for obtaining LRV credit will be formulated after the IAP meetings and the DDW review, both of which are centered on the current Pathogen Monitoring Study and Experimental Plan.

Deliverables: Draft and Final Test Protocol, Draft and Final Report are due within two (2) weeks and four (4) weeks from Task commencement,

#### **Task 4.3 High Reverse Osmosis Recovery Testing**

Trussell will lead the testing of high reverse osmosis (RO) recovery at a set point of up to 95% recovery at the DPWF. This testing will investigate the potential for brine minimization at the full-scale NCWPF by investigating the impacts of high recovery on RO specific flux, transmembrane pressure, cleaning frequencies and effluent water quality at the DPWF. This will entail conversion of the current RO trains at the DPWF to 3-stage systems resembling the full-scale NCPWF design. Trussell will develop the test protocol, oversee the design and construction of the RO train modifications, and support DPWF operations at the higher recovery, and prepare the testing report. This task entails a year and a half of testing with one year for design, construction, and test protocol development in the beginning and 3 months for reporting and project close out at the end.

Deliverables: Draft and Final Test Protocol, Draft and Final Report are due within 4 weeks and two (2) weeks prior to Task completion, monthly meetings with operations staff

#### **Task 4.4 Additional Chemical Monitoring for Compounds of Emerging Concern, Nutrients, and MCLs.**

Trussell will oversee the monitoring of compounds of emerging concern (CECs) related to Unregulated Contaminant Monitoring Rule UCMR4 and the California Toxics Rule as they are needed to update the T22 ER. This task entails quarterly sampling throughout the entire contract length in order to maximize the compilation of CEC data. Nutrients such as nitrogen species, boron, phosphorus, and sulfate will also continue to be monitored during this time. Additionally, primary and secondary maximum contaminant levels (MCLs) will also be sampled at a frequency of once per year. The data will be collected at various locations at the DPWF until December 2021 when the full-scale NCPWF begins producing purified water. From December 2021 through June 2022, water quality data will be collected from the full-scale NCPWF. No CEC or MCL data will be collected from October 2018 through September 2019 as the DPWF will be offline due to ozone and BAC relocation. Trussell will coordinate sampling and all laboratory analyses and prepare yearly TMs discussing the results (1 TM every 4 sampling events).

Deliverables: 4 Drafts and Final TMs Each Draft Report is due within 4 weeks from completing a full set of sampling events. Final Report is due within two (2) weeks prior to Task completion.

#### **Task 4.5 Assist City with Evaluation of Unsolicited Proposals for Treatment Technologies**

Trussell will provide support by evaluating the applicability of unsolicited proposals for new and emerging technologies and treatment products. These technologies may include, but are not limited to, online instrumentation, meters, operational philosophies, alternative membranes, and post-treatment technologies.

Deliverables: 3 technologies evaluated per year as requested by the City (each evaluation includes 1 meeting and 1 written recommendation). Written recommendation is due within four (4) weeks from completing each evaluation.

#### **Task 4.6 High Purity Oxygen Evaluation in Raw Wastewater**

Trussell, in association with any of its sub-consultants, will lead the City's effort in pilot testing the injection of high purity oxygen (HPO) at the Penasquitos Pump Station (PQPS) to reduce the septicity of the wastewater reaching the North City Water Reclamation Plant and reduce odors at the force main terminus. The support will include providing technical oversight of the needed minor pump station modifications and sampling and monitoring, assisting with securing a contract with an equipment vendor, analyzing the data collected, and preparing a technical memorandum summarizing the results of the pilot test. Trussell will determine the impact of HPO injection on the NCWRP performance and odors at the force main terminus, and recommend an optimum HPO dosing strategy to maintain aerobic conditions in the wastewater reaching the NCWRP while reducing the odors at the force main terminus. Trussell and its sub-consultant will meet with City staff for a combined total of 4 months of weekly process meetings. It is assumed that the City will provide the following:

- All sampling and monitoring equipment
- All laboratory analyses required
- Modified piping to enable the wastewater in the force main to be extracted, injected with HPO, and re-introduced to the force main
- All utilities (power and potable water) required to operate the oxygen saturation pilot equipment
- Lead the acquisition of a permit from the San Diego Fire Department
- Develop drawings required for permitting

Deliverables: 4 months of weekly process meetings, Draft and Final Test Protocol, Draft are due within two (2) weeks and four (4) weeks from Task commencement. Final Technical Memorandum is due two weeks prior to Task completion.

#### **Task 4.7 Extended RO Integrity Monitoring for Increased LRV Crediting**

Trussell will assist with practical aspects of implementing RO integrity monitoring to achieve increased LRV credit by overseeing an extended RO integrity monitoring study to further develop the LRV database and investigate the impacts of aging membranes. During the initial six months from the start of the contract, Trussell will assist the City in selecting the appropriate analytical method for measuring strontium, which will be used for RO LRV crediting. Trussell will subsequently design and lead the study to monitor the 3-tiers of the proposed RO LRV crediting approach (strontium, total organic carbon, electrical conductivity) at the DPWF. Trussell will develop a test protocol, 3 interim reports, and the final monitoring report.

Deliverables: Draft and Final Test Protocol within four (4) weeks and six (6) weeks from Task commencement, 3 Draft and Final Interim Reports within 15 month intervals, Draft and Final Report within four (4) weeks and two (2) week prior to Task completion.

**Task 4.8 Research and Assist with Obtaining Grant Funding and Grant Administrations**

Trussell will assist the City in locating and applying for grant funding related to DPWF research and all areas relevant NCPWF implementation over the entire period of the contract.

Deliverables: Support for 1 grant application per year as requested by the City for 4 total applications

**Task 4.9 Design Review of Modifications to the DPWF**

Trussell will support the City by reviewing any modifications, upgrades, or improvements to the existing DPWF to ensure conformity with intended treatment objectives. Examples of vulnerable components and areas of the DPWF that have increased downtime and could greatly benefit from improvement are included in Section 5 of the DPWF Reliability Evaluation TM prepared for the City by Trussell. Trussell's design review may include, but is not limited to:

- Ozone and biological activated carbon relocation and modifications
- Ozone electrical system modifications
- Addition of EDR pump pressure relief system
- Addition of ozone chiller recirculation line taps
- Addition EDR PLC system
- Additional ambient ozone monitoring
- Modifications to MF/UF product tank piping
- Chemical pump improvements
- Service MF/UF pressure reducing devices and evaluate possibility of removal

Deliverables: Review comments for 15 design modifications will be submitted in a template provided by the City (including 2 comment and review cycles and 2 meetings per design)

**Task 5. Support City Staff in the Operations of the DPWF**

**Task 5.1 Operator Training**

Trussell will provide support for training and certification activities for operations and maintenance staff to prepare for the current DPWF and the future full-scale advanced purification processes and equipment. This training modules presented below will be a continuation of the current training that Trussell is scoped to provide under Task Order 20. Trainings will be consistent with procedures detailed in the most current draft of the Operations Plan. The trainings below will be conducted over a set of up to 10 modules, with no less than 4 hours devoted to each module and 2-3 employees present during each module. One training (up to 10 modules) will be conducted per year in 2018 and 2019. The following modules may be included in the training:

- Module 1: Ozone system
- Module 2: Biological Activated Carbon system
- Module 3: Membrane Filtration
- Module 4: Reverse Osmosis

- Module 5: Ultraviolet Advanced Oxidation
- Module 6: Preventative Maintenance/Maintenance Plan for Treatment Equipment
- Module 7: Operation & Maintenance of Instrumentation
- Module 8: Water Quality Treatment Goals and Monitoring Plan
- Module 9: Chemical Management, Reporting, and Safety Plan
- Module 10: Data Management and Reporting

Deliverables: One training per year for 2 years beginning in 2018 through 2019

#### **Task 5.2 Operator Technical Support**

Trussell will provide assistance to O&M staff to ensure stable and reliable treatment performance at the DPWF as a continuation of the work currently scoped in TO 20, Task 8. Trussell will assist with clean-in-place (CIP) on membrane units, troubleshoot shutdowns and equipment failure, and support regulatory compliance monitoring and reporting.

Deliverables: Monthly DPWF operations meetings, 51 full days of operator, 17 days of operator supervisor, and 11 days of instrumentation and controls (I&C) programmer to be available on-site per year

#### **Task 5.3 Monthly Audit of Plant Performance Data**

Trussell will conduct monthly audits of plant performance and provide analysis of operational and performance data and compare with historical values as a continuation of the work currently scoped in TO 20, Task 7. Trussell will review DPWF operational and performance data, identify potential problems and operational abnormalities, prioritize maintenance tasks to minimize downtime, identify necessary process changes, and provide written recommendations and action items.

Deliverables: Monthly DPWF operations meetings, 2 written TMs (Draft and Final) of recommendations per year. Draft Reports are due within mid-year and Final Reports are due within two (2) week of the following year.

#### **Task 5.4 DCS/COMNET Integration Support**

Trussell will continue to support the City as the DPWF instrumentation and controls are integrated into the DCS/COMNET system. This will ensure that all process monitoring, controls, and alarms are integrated in a manner consistent with the intended design to enable operators to gain experience with the DPWF DCS/COMNET system in preparation for the full-scale NCPWF.

Deliverables: Bi-monthly meetings (up to 24 meetings)

#### **Task 6. Additional Services**

## COMPENSATION AND FEE SCHEDULE

Task	Title	Amount	Phase 1 Cost	Phase 2 Cost
1	Technical Reviews of Design Submittals for the NCPWF	\$146,990	\$146,990	
2	Expertise and Strategic Support in Securing Regulatory Approval of Pure Water	\$1,329,710	\$707,723	\$621,987
3	Technical Assistance During Implementation Phase	\$150,960	\$150,960	
4	Research of the City's DPWF to Complete Optimization of the future Treatment, Monitoring, and Operating Strategies at the NCPWF	\$2,145,580	\$1,347,531	\$798,049
5	Support City staff in the Operations of the DPWF	\$935,660	\$564,325	\$371,335
6	Additional Services	\$151,100	\$75,550	\$75,550
<b>TOTAL</b>		<b>\$4,860,000</b>	<b>\$2,993,079</b>	<b>\$1,866,921</b>

## TIME SCHEDULE

Task #	Sub Task #	Task Description	Start Date (# of calendar days from NTP)	Duration (in months)
1		<b>NCPWF Technical Design Reviews</b>	<b>120</b>	<b>2</b>
	1.1	100% Design Review	120	1
	1.2	Final Design Review	150	1
2		<b>Support in Securing Regulatory Approval of Pure Water</b>	<b>150</b>	<b>55</b>
	2.1	Title 22 Engineering Report Revisions	120	1
	2.2	Address Requirements Regarding Integrity Monitoring	150	6
	2.3	Operations Optimization Plan	150	18
	2.4	Support Regulatory Compliance during Construction, Commissioning, and Operational Ramp-Up	334	49
	2.5	Public Water System Permit Application and Support	881	24
	2.6	Review and Analyze Newly Proposed Legislation and Policy Initiatives	150	55
	2.7	Miramar Reservoir Tracer Study	1096	17
3		<b>Provide Technical Assistance During Implementation Phase</b>	<b>334</b>	<b>36</b>
	3.1	Technical Assistance during Construction and Commissioning	334	36
4		<b>Research to Complete the Optimization of Future NCPWF</b>	<b>1</b>	<b>60</b>
	4.1	Additional Filter Loading Rate Testing under Stressed Conditions	150	7
	4.2	Additional Pathogen Monitoring	28	21
	4.3	High RO Recovery Testing	242	33
	4.4	Additional Chemical Monitoring for CECs, Nutrients, and MCLs	1	60
	4.5	Assist City with Evaluation of Unsolicited Proposals for Treatment Technologies	1	60
	4.6	High Purity Oxygen Evaluation in Raw Wastewater	89	6

**EXHIBIT C**

	4.7	Extended RO Integrity Monitoring for Increased LRV Crediting	1	60
	4.8	Research and Assist with Obtaining Grant Funding	1	47
	4.9	Design Review of Modifications to the DPWF	1	60
<b>5</b>		<b>Support City Staff in the Operations of the DPWF</b>	<b>150</b>	<b>55</b>
	5.1	Operator Training	150	23
	5.2	Operator Technical Support	150	55
	5.3	Monthly Audit of Plant Performance Data	150	55
	5.4	DCS/COMNET Integration Support	150	42
<b>6</b>		<b>Additional Services</b>	<b>1</b>	<b>60</b>

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



**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

**CONSULTANT REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

1. For all consultant contracts, the City shall apply a maximum of an additional 12 points for SLBE or ELBE participation, to the proposer's subtotal maximum evaluation points..

Additional points will be awarded as follows to achieve the proposer's final maximum evaluation points :

- a. If the proposer achieves 20% participation, apply 5 points to the proposer's score; or
  - b. If the proposer achieves 25% participation, apply 10 points to the proposer's score; or
  - c. If the prime consultant is a SLBE or an ELBE, apply 12 points to the proposer's score.
- B. Subcontractor Participation List. The Subcontractor Participation List (Attachment CC) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

#### V. **Maintaining Participation Levels.**

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

#### VI. **Definitions.**

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

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

**Disadvantaged Business Enterprise (DBE):** a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

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

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

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

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

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

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

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

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

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

certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

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

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

**VII. Certifications.**

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

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

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

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

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

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

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

**VIII. List of Attachments.**

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

**DISCLOSURE OF DISCRIMINATION COMPLAINTS**

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

CHECK ONE BOX ONLY.

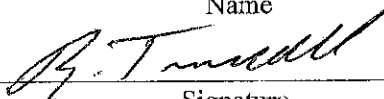
- The undersigned certifies that within the past 10 years the Design Professional has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Design Professional has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Design Professional Name Trussell Technologies, Inc.

Certified By B. Shane Trussell Title President

Name

  
Signature

Date 10/27/2017

**USE ADDITIONAL FORMS AS NECESSARY**



City of San Diego

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

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

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

**WORK FORCE REPORT****ADMINISTRATIVE**

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

**NO OTHER FORMS WILL BE ACCEPTED****CONTRACTOR IDENTIFICATION**Type of Contractor:  Construction  Vendor/Supplier  Financial Institution  Lessee/LessorName of Company:  Consultant  Grant Recipient  Insurance Company  Other  
Trussell Technologies, Inc.

AKA/DBA:

Address (Corporate Headquarters, where applicable): 232 N. Lake Ave., Suite 300City Pasadena County Los Angeles State CA Zip 91101Telephone Number: (626) 486-0560 FAX Number: (626) 486-0571Name of Company CEO: Robert Shane Trussell

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

Address: 380 Stevens Avenue, Suite 212City Solana Beach County San Diego State CA Zip 92075Telephone Number: (858) 458-1030 FAX Number: (626) 486-0571 Email: shane@trusselltech.comType of Business: Engineering Consulting Services Type of License: State of CA - Small BusinessThe Company has appointed: Dr. David Hokanson

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: 232 N. Lake Ave., Suite 300, Pasadena, CA 91101Telephone Number: (626) 483-0388 FAX Number: (626) 486-0571 Email: davidh@trusselltech.com One San Diego County (or Most Local County) Work Force - Mandatory Branch Work Force \* Managing Office Work Force

Check the box above that applies to this WFR.

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

I, the undersigned representative of Trussell Technologies, Inc.

(Firm Name)

San Diego, California hereby certify that information provided  
(County) (State)herein is true and correct. This document was executed on this 27<sup>th</sup> day of October, 20 17.R. Trussell  
(Authorized Signature)R. Shane Trussell  
(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: Trussell Technologies, Inc. DATE: 10/27/2017

OFFICE(S) or BRANCH(ES): Solana Beach COUNTY: San Diego

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

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

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

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

Totals Each Column						2				1		5	4		
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Grand Total All Employees	<b>12</b>
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

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

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															



**WORK FORCE REPORT** – NAME OF FIRM: Trussell Technologies, Inc. DATE: 10/27/2017

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

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

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

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

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

Totals Each Column			1	1	1	1						5	5		
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Grand Total All Employees	<b>14</b>
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled															
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Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

WORK FORCE REPORT -- NAME OF FIRM: Trussell Technologies, Inc. DATE: 10/27/2017

OFFICE(S) or BRANCH(ES): Oakland COUNTY: Alameda

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
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

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

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

Totals Each Column									1		3	4		
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Grand Total All Employees 8

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

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – NAME OF FIRM: Trussell Technologies, Inc. DATE: 10/27/2017

OFFICE(S) or BRANCH(ES): Albuquerque COUNTY: Bernalillo County

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

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

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

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

Totals Each Column												1		
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Grand Total All Employees 1

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

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – NAME OF FIRM: Trussell Technologies, Inc. DATE: 10/27/2017

OFFICE(S) or BRANCH(ES): Las Vegas COUNTY: Clark County

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

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

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

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

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

Grand Total All Employees	1
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – NAME OF FIRM: Trussell Technologies, Inc. DATE: 10/27/2017

OFFICE(S) or BRANCH(ES): Shelby Township, MI COUNTY: Macomb

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
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

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

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

Totals Each Column												1		
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Grand Total All Employees 1

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

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



# CITY OF SAN DIEGO 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 (African-American, Hispanic or Latino, Asian, American Indian, Asian Pacific Islander, Caucasian, and Other Ethnicities) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

## WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm’s work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County WFR.<sup>1</sup> 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 WFR from that county.<sup>2</sup> If participation in a San Diego project is by work forces from San Diego County

and, for example, from Los Angeles County and from Sacramento County, we ask for separate WFRs representing your firm from each of the three counties.<sup>1</sup>

## 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.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

## TYPES OF WORK FORCE REPORTS

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

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> 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
Media and Communication Workers
Other Teachers and Instructors

Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

**Architecture & Engineering, Science, Computer**

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

**Technical**

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

**Sales**

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

**Administrative Support**

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

**Services**

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

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

**Crafts**

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

**Operative Workers**

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

**Transportation**

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

**Laborers**

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

## SUBCONTRACTOR PARTICIPATION LIST

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

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

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

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
<b>Brown and Caldwell</b>	Support Task 4.6 in High Purity Oxygen Evaluation	1%	N/A	N/A

List of Abbreviations:

- |  |             |
|--|-------------|
| <b>Small Local Business Enterprise</b>         | <b>SLBE</b> |
| <b>Emerging Local Business Enterprise</b>      | <b>ELBE</b> |
| Certified Minority Business Enterprise         | MBE*        |
| Certified Woman Business Enterprise            | WBE*        |
| Certified Disadvantaged Business Enterprise    | DBE*        |
| Certified Disabled Veteran Business Enterprise | DVBE*       |
| Other Business Enterprise                      | OBE*        |

\* Listed for informational purposes only.

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



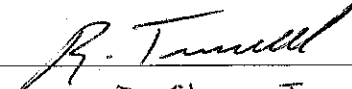
**CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE**

PROJECT TITLE: Specialized Technical Support Services for  
North City Pure Water Facility and Demonstration Pure Water Facility

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:

Trussell Technologies, Inc.  
Name under which business is conducted

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

Signed   
Printed Name R. Shane Trussell  
Title President  
Date 10/27/2017

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

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

2 California Code of Regulations defines a "consultant" as an individual who, pursuant to a contract with a state or local government agency, either makes a governmental decision or serves in a staff capacity with the state or local government agency and in that capacity participates in making a governmental decision. For the complete definition of "consultant", refer to Government Code section 18701(a)(2). This section can be located at:

[http://www.fppc.ca.gov/index.html?ID=52&r\\_id=/legal/regs/18701.htm](http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm)

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name:
2. Name of Specific Consultant & Company: Trussell Technologies, Inc.
3. Address, City, State, ZIP: 232 N. Lake Ave., Suite 300, Pasadena, CA 91101
4. Project Title (as shown on 1472, "Request for Council Action"): Specialized Technical Support Services for North City Pure Water Facility and Demonstration Pure Water Facility (H186591)
5. Consultant Duties for Project: Provide professional services to continue research and testing of new emerging products, technologies, and operational philosophies and will evaluate the results to modify and improve the current NCPWF design and implementation efforts.

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

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

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

- or -

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

Blank lines for listing specific economic interests.

By: JOTHU J HELMINSKI / ASSISTANT DIRECTOR 11/14/2017
[Name/Title]\* [Date]

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

## DEFINITION OF "CONSULTANT"

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

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

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

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

Regulation 18701 (a)(2)  
[http://www.fppc.ca.gov/index.html?ID=52&r\\_id=/legal/regs/18701.htm](http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm)  
1/28/2006

CITY OF SAN DIEGO, CALIFORNIA  
**COUNCIL POLICY**

SUBJECT: SUSTAINABLE BUILDING POLICY  
POLICY NO.: 900-14  
EFFECTIVE DATE: May 20, 2003

BACKGROUND:

Existing buildings and the building development industry consume nearly half of the total energy used in the United States. The City of San Diego's commitment to become increasingly efficient with resources, including energy, water, and materials associated with construction projects, is demonstrated in Council Policy 900-14 "Green Building Policy" adopted in 1997, Council Policy 900-16 "Community Energy Partnership," adopted in 2000, and the updated Council Policy 900-14 "Sustainable Buildings Expedite Program" adopted in 2001.

On April 16, 2002, the Mayor and City Council adopted CMR 02-060 which requires City projects to achieve the U.S. Green Building Council's LEED silver standard for all new buildings and major renovations over 5,000 square feet. This places San Diego among the most progressive cities in the nation in terms of sustainable building policies.

As a participant in the International Council for Local Environmental Initiatives (ICLEI) Cities for Climate Protection Program, as a Charter member in the California Climate Action Registry and as an active member of the U.S. Green Building Council, the City of San Diego is committed to reducing greenhouse gas emissions by implementing more sustainable practices, including green building technologies.

PURPOSE:

The purpose of this policy is to reassert the City's commitment to green building practices in City facilities, and to provide leadership and guidance in promoting, facilitating, and instituting such practices in the community.

POLICY:

The following principles will be required for all newly constructed facilities and major building renovation projects for City facilities:

LEED (Leadership in Energy and Environmental Design):

The LEED (Leadership in Energy and Environmental Design) Green Building Rating System is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings. Members of the U.S. Green Building Council representing all segments of the building industry developed LEED and continue to contribute to its evolution.

The City of San Diego is committed to achieving LEED "Silver" Level Certification for all new City facilities and major building renovation projects over 5,000 square feet.

SUSTAINABLE BUILDING MEASURES:

In addition to achieving LEED "Silver" Level Certification, Council Policy 900-14 encourages the following sustainable building measures for all newly constructed facilities and major renovation projects regardless of square footage:

1. Design and construct mechanical and electrical systems to achieve the maximum energy efficiency achievable with current technology. Consultants shall use computer modeling programs, (Energy Pro) to analyze the effects of various design options and select the set of options producing the most efficient integrated design. Energy efficiency measures shall be selected to achieve energy efficiencies at least 22.51% better than California's Title 24.2001 standards for both new construction and major renovation projects.
2. Incorporate self-generation using renewable technologies to reduce environmental impacts associated with fossil fuel energy use. Newly constructed City facilities shall generate a minimum of 10%, with a goal of 20% from renewable technologies (e.g., photovoltaic, wind and fuel cells).
3. Eliminate the use of CFC based refrigerants in newly constructed facilities and major building renovations and retrofits for all heating, ventilation, air conditioning and refrigerant-based building systems.
4. Incorporate additional commissioning and measurement and verification procedures as outlined by LEED 2.0 Rating System, Energy and Atmospheres, credit 3 and credit 5 for all projects over 20,000 sq. ft.
5. Reduce the quantity of indoor air contaminants that are odorous or potentially irritating to provide installer(s) and occupant(s) health and comfort. Low-emitting materials will include adhesives, paints, coatings carpet systems, composite wood and agri-fiber products.
6. In order to maximize energy efficiency measures within these requirements, projects will combine energy efficiency measures requiring longer payback periods, with measures requiring shorter payback periods to determine the overall project period.
7. Comply with the storm water development requirements in the Storm Water Management and Discharge Control Ordinance (Municipal Code § 43.03), and the City's grading and drainage regulations and implementing documents (MC § 142.01 and 142.02, respectively).

CITY OF SAN DIEGO, CALIFORNIA  
**COUNCIL POLICY**

In addition to achieving the minimum sustainable building measure this Council Policy encourages the following measures be incorporated into newly constructed facilities and major renovation projects whenever possible:

1. Use high efficiency irrigation technology, drought tolerant native plants and recycled site water to reduce potable water for irrigation by 50%. Additionally, building water consumption should be reduced by 30%.
2. Limit disruption of natural water flows and minimize storm water runoff by minimizing building footprints and other impervious areas, increasing on-site infiltration, preserving and/or restoring natural drainage systems, and reducing contaminants introduced into San Diego's bays, beaches and the ocean.
3. Facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills. Provide an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling. Recycling should include paper, glass, plastic and metals at a minimum.
4. Incorporate building products that have recycled content reducing the impacts resulting from the extraction of new materials. Newly constructed City facilities shall have a minimum of 25% of building materials that contain in aggregate, a minimum weighted average of 20% post consumer recycled content materials.
5. Reduce the use and depletion of finite raw and long-cycle renewable materials by replacing them with rapidly renewable materials. Newly constructed City facilities should consider incorporating rapidly renewable building materials for 5% of the total building materials.
6. Establish minimum indoor air quality (IAQ) performance to prevent the development of indoor air quality problems in buildings, maintaining the health and well-being of the occupants. Newly constructed City facilities will comply with IAQ by conforming to ASHRAE 62-1999.
7. City buildings will be designed to take the maximum advantage of passive and natural sources of heat, cooling, ventilation and light.

The Environmental Services Department, Energy Conservation and Management Division has been designated by this Council Policy as the clearing authority for issues relating to energy for the City of San Diego. The Energy Conservation and Management Division will enter into a Memorandum of Understanding with those City Departments who design, renovate and build new city owned facilities to insure all new City facilities reflect the intent of Council Policy 900-14.

PRIVATE-SECTOR/INCENTIVES:

It shall be the policy of the City Council to expedite the ministerial process for projects which meet the following criteria:

CITY OF SAN DIEGO, CALIFORNIA  
**COUNCIL POLICY**

1. Residential projects that provide 50% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
2. Commercial and industrial projects that provide 30% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
3. Residential and commercial and industrial projects that exceed the State of California Title 24 energy requirements by:
  - a. 15% better than California's Title 24.2001 for Residential Buildings.
  - b. 10% better than California's Title 24.2001 for Commercial and Industrial Buildings.

It shall be the policy of the City Council to expedite the discretionary process for projects which meet the following criteria:

1. Incorporate the U.S. Green Building Council, Leadership in Energy and Environmental Design (LEED) 2.0 Rating System "Silver" Level Certification for commercial development projects.
2. Incorporate self-generation through renewable technologies (e.g., photovoltaic, wind and fuel cells) to reduce environmental impacts associated with fossil fuel energy use for commercial and industrial projects generating a minimum of 30% or more of the designed energy consumption from renewable technologies such as photovoltaic, wind and fuel cells.
3. Residential discretionary projects of 4 units or more within urbanized communities as defined in the Progress Guide and General Plan that provide 50% of their projected total energy use utilizing renewable energy resources.

HEALTH AND RESOURCE CONSERVATION:

1. Projects will be designed to avoid inflicting permanent adverse impact on the natural state of the air, land and water, by using resources and methods that minimize pollution and waste, and do not cause permanent damage to the earth, including erosion.
2. Projects will include innovative strategies and technologies such as porous paving to conserve water, reduce effluent and run-off, thus recharging the water table.
3. When feasible, native plants will be used in landscaping to reduce pesticide, fertilizer, and water usage.
4. Buildings will be constructed and operated using materials, methods, mechanical and electrical systems that ensure a healthful indoor air quality, while avoiding contamination by carcinogens, volatile organic compounds, fungi, molds, bacteria, and other known toxins.



CITY OF SAN DIEGO, CALIFORNIA  
**COUNCIL POLICY**

5. Projects will be planned to minimize waste through the use of a variety of strategies such as: a) reuse of materials or the highest practical recycled content; b) raw materials derived from sustainable or renewable sources; c) materials and products ensuring long life/durability and recyclability; d) materials requiring the minimum of energy and rare resources to produce and use; and e) materials requiring the least amount of energy to transport to the job site.

OUTREACH / EDUCATION:

1. An education and outreach effort will be implemented to make the community aware of the benefits of "Green Building" practices.
2. The City will sponsor a recognition program for innovative Green Building projects implemented in the public as well as private sector in an effort to encourage and recognize outstanding environmental protection and energy conservation projects.

IMPLEMENTATION:

The City will seek cooperation with other governmental agencies, public interest organizations, and the private sector to promote, facilitate, and implement Green Building and energy efficiency in the community.

LEGISLATION:

The City will support State and Federal legislation that promotes or allows sustainable development, conservation of natural resources, and energy efficiency technology.

REFERENCES:

Related existing Council Policies:  
400-11, Water Conservation Techniques  
400-12, Water Reclamation/Reuse  
900-02, Energy Conservation and Management  
900-06, Solid Waste Recycling

HISTORY:

Adopted by Resolution R-289457 11/18/1997  
Amended by Resolution R-295074 06/19/2001  
Amended by Resolution R-298000 05/20/2003

**CITY OF SAN DIEGO**  
**Consultant Performance Evaluation**

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

**Section I**

1. PROJECT DATA		2. CONSULTANT DATA																	
1a. Project (title, location):  1b. Brief Description:  1c. Budgeted Cost: \$ _____ WBS/IO: _____	2a. Name and address of Consultant:  2b. Consultant's Project Manager: _____ Phone: (____) _____																		
3. CITY DEPARTMENT RESPONSIBLE																			
3a. Department (include Division): _____	3b. Project Manager (address & phone): _____  Phone: (____) _____																		
4. & 5. CONTRACT DATA (DESIGN PHASE <input type="checkbox"/> OR CONSTRUCTION SUPPORT <input type="checkbox"/> )																			
<b>4. Design Phase</b>																			
Agreement Date: _____ Resolution #: R- _____		Initial Contract Amount 4a. \$ _____ 4b. Prev. Amendment(s): \$ _____																	
4c. Current Amendment: \$ _____ / Number: _____		4d. Total Agreement (4a. + 4b. + 4c.): \$ _____																	
4d. Type of Work (design, study, as-needed services, etc.): _____	4e. Key Design Phase Completion Dates:  <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">% of Design Phase Completion</td> <td style="width:10%; text-align: center;">%</td> <td style="width:10%; text-align: center;">%</td> <td style="width:10%; text-align: center;">100%</td> </tr> <tr> <td>Agreed Delivery Date:</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Actual Delivery Date:</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Acceptance of Plans/Specs.:</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>		% of Design Phase Completion	%	%	100%	Agreed Delivery Date:				Actual Delivery Date:				Acceptance of Plans/Specs.:				Final Construction Est. Completion: _____ Actual Completion: _____
% of Design Phase Completion	%	%	100%																
Agreed Delivery Date:																			
Actual Delivery Date:																			
Acceptance of Plans/Specs.:																			
<b>5. Construction Support</b>																			
5a. Contractor _____ (name and address)		Phone (____) _____																	
5b. Superintendent _____																			
5c. Notice to Proceed _____ (date)	5f. Change Orders: Errors/Omissions _____ % of const. cost \$ _____ Unforeseen Conditions _____ % of const. cost \$ _____ Changed Scope _____ % of const. cost \$ _____ Changed Quantities _____ % of const. cost \$ _____ Total Construction Cost \$ _____																		
5d. Working days _____ (number)																			
5e. Actual Working days _____ (number)																			
6. OVERALL RATING FOR DESIGN PHASE <input type="checkbox"/> OR FOR CONSTRUCTION SUPPORT <input type="checkbox"/>																			
	Excellent	Satisfactory	Poor																
6a. Quality of Plans/Specifications/As-Built Compliance with Contract & Budget Responsiveness to City Staff	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>																
6b. Overall Rating _____																			
7. AUTHORIZING SIGNATURES																			
7a. Project Manager _____		Date _____																	
7b. Section Head _____		Date _____																	

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

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

Item  :

Item  :

Item  :

Item  :

(\*Supporting documentation attached: Yes  No )

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

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

**A. BID/PROPOSER/SOLICITATION TITLE:**

Specialized Technical Support Services For North City Pure Water Facility And Demonstration Pure Water Facility

**B. BIDDER/PROPOSER INFORMATION:**

Trussell Technologies, Inc.				
Legal Name			DBA	
232 N. Lake Ave, Suite 300	Pasadena	CA	91101	
Street Address		City	State	Zip
R. Shane Trussell, President		858-314-4134	626-486-0571	
Contact Person, Title		Phone	Fax	

**C. OWNERSHIP AND NAME CHANGES:**

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

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

2. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
 Yes       No

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

**D. BUSINESS ORGANIZATION/STRUCTURE:**

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

**Corporation** Date incorporated: 11 16 /2000 State of incorporation: California

List corporation's current officers: President: R. Shane Trussell  
 Vice Pres: N/A  
 Secretary: Elizabeth S. Trussell  
 Treasurer: Celine Trussell (Chief Financial Officer)

Is your firm a publicly traded corporation?  Yes  No

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

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

**Limited Liability Company** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

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

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

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

List names of all firm partners:

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

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

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

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

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

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

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

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

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

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

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

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
 **Yes**       **No**

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

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?  
 **Yes**       **No**

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

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
6. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: City National Bank

Point of Contact: Marat Manucharyan

Address: 89 South Lake Avenue, Pasadena, CA 91101

Phone Number: (818) 265-5656

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

**F. PERFORMANCE HISTORY:**

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

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

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

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

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

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

**EXHIBIT I**

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?  
 Yes       No

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

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?  
 Yes       No

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

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?  
 Yes       No

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

7. Performance References:

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

Company Name: Kennedy/Jenks Consultants, Inc.

Contact Name and Phone Number: Patrick Huston, (858) 676-7500

Contact Email: PatrickHuston@Kennedy-Jenks.com

Address: 9665 Granite Ridge Drive, Suite 210, San Diego, CA 92123

Contract Date: February 22, 2016

Contract Amount: \$619,131

Requirements of Contract: Engineering Services for the East County Advanced Water Purification Program for Padre Dam Municipal Water District

Company Name: Padre Dam Municipal Water District

Contact Name and Phone Number: Albert Lau, (619) 596-1804

Contact Email: ALau@padre.org

Address: P.O. Box 719003, Santee, CA 92072-9003

Contract Date: August 7, 2013

Contract Amount: \$1,000,066

Requirements of Contract: Program Manager for the Full Advanced Treatment Demonstration Project at the Ray Stoyer Water Reclamation Facility (WO 42884)

Company Name: WaterReuse Research Foundation (now Water Environment & Reuse Foundation)

Contact Name and Phone Number: Julie Minton, (571) 699-0023

Contact Email: jminton@werf.org

Address: 1199 N Fairfax St., Suite 900, Alexandria, VA 22314-1145

Contract Date: October 24, 2014

Contract Amount: \$2,073,748

Requirements of Contract: Implement the Project WRRF-14-12: Demonstrating Redundancy and Monitoring to Achieve Reliable Potable Reuse

**G. COMPLIANCE:**

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

Yes       No

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

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

Yes       No

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

**H. BUSINESS INTEGRITY:**

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

Yes       No

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

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

Yes       No

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

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

Yes       No

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



**I. WAGE COMPLIANCE:**

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes  No  If Yes, use Attachment "A" to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

**J. STATEMENT OF SUBCONTRACTORS:**

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

Company Name: Brown and Caldwell

Contact Name and Phone Number: Victor Occlano, (619) 203-3077

Contact Email: VOcciano@BrwnCald.com

Address: 9665 Chesapeake Drive, Ste 201, San Diego, CA 92123

Contract Date TBD

Sub-Contract Dollar Amount: \$50,000

Requirements of Contract: Support Task 4.6 in High Purity Oxygen Evaluation

What portion of work will be assigned to this subcontractor: 1% of overall contract, 33% of Task 4.6

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES  NO

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

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date \_\_\_\_\_

Sub-Contract Dollar Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

What portion of work will be assigned to this subcontractor: \_\_\_\_\_

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES  NO

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

**K. STATEMENT OF AVAILABLE EQUIPMENT:**

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

If no equipment is necessary to complete the work specified, please write "Not Applicable."

Equipment Description: Not Applicable

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: \_\_\_\_\_

Year, Make & Model: \_\_\_\_\_

Explanation: \_\_\_\_\_

Equipment Description: \_\_\_\_\_

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: \_\_\_\_\_

Year, Make & Model: \_\_\_\_\_

Explanation: \_\_\_\_\_

Equipment Description: \_\_\_\_\_

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: \_\_\_\_\_

Year, Make & Model: \_\_\_\_\_

Explanation: \_\_\_\_\_

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

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated 2 / 6 / 15.

**Complete all questions and sign below.**

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

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

my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

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

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

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

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

R. Shane Trussell, President  
Name and Title

  
Signature

10/27/2017  
Date

**City of San Diego Purchasing & Contracting Department  
CONTRACTOR STANDARDS  
Pledge of Compliance Attachment "A"**

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

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

Eileen Idica, Supervising  
Print Name, Title  
Engineer

Eileen Idica  
Signature

11/14/2017  
Date

REGARDING INFORMATION REQUESTED UNDER THE  
CALIFORNIA PUBLIC RECORDS ACT

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

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

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

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

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

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

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

Trussell Technologies, Inc.  
Name of Firm

  
Signature of Authorized Representative

R. Shane Trussell  
Printed/Typed Name

10/27/2017  
Date

## CONSULTANT CERTIFICATION

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### AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION


PROJECT TITLE: Specialized Technical Support Services for North City Pure Water Facility and Demonstration Pure Water Facility.

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

Trussell Technologies, Inc.

(Name under which business is conducted)

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

Signed  10/27/2017  
Printed Name R. Shane Trussell  
Title President

RESOLUTION NUMBER R- 311484

DATE OF FINAL PASSAGE JAN 18 2018

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING AN AGREEMENT WITH TRUSSELL TECHNOLOGIES, INC. FOR SPECIALIZED TECHNICAL SUPPORT SERVICES FOR NORTH CITY PURE WATER FACILITY AND DEMONSTRATION PURE WATER FACILITY (H186591).

WHEREAS, this action is for the approval of an agreement with Trussell Technologies, Inc. (Trussell) for a five year term (FY 2018 - FY 2022) to perform specialized technical support services for the North City Pure Water Facility and the Demonstration Pure Water Facility in the amount not to exceed \$4,860,000.

WHEREAS, Trussell will continue testing and performing research related to water treatment and optimization as their services are a critical aspect of successful implementation of Pure Water Phase 1 to deliver the City of San Diego's first 30 million gallons per day of purified water by the end of 2021; and NOW, THEREFORE,

BE IT RESOLVED, by the City Council of the City of San Diego, that the Mayor, or his designee, is authorized to execute a phase funded agreement with Trussell Technologies, Inc. to provide specialized technical support services for the North City Pure Water Facility and the Demonstration Pure Water Facility in the amount not-to-exceed \$4,860,000, for a duration of five years.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to expend an amount not to exceed \$4,860,000, from Water Utility Operating Fund 700011, to be spent as \$2,993,079 for Phase 1 (FY 2018) and \$1,866,921 for Phase 2 (FY 2021), contingent upon

adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

APPROVED: MARA W. ELLIOTT, City Attorney

By C Leone  
Christine M. Leone  
Deputy City Attorney

CML:amc  
November 15, 2017  
Or.Dept: Public Utilities  
CC No. n/a  
Doc. No.: 1627734

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JAN 09 2018.

ELIZABETH S. MALAND  
City Clerk

By [Signature]  
Deputy City Clerk

Approved: 1/18/18  
(date)

[Signature]  
KEVIN L. FAULCONER, Mayor

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

\_\_\_\_\_  
KEVIN L. FAULCONER, Mayor



Passed by the Council of The City of San Diego on JAN 09 2018, by the following vote:

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

Date of final passage JAN 18 2018

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

AUTHENTICATED BY:

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

(Seal)

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

By , Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 311484

Passed by the Council of The City of San Diego January 9, 2018, by the following vote:

**YEAS:** BRY, ZAPP, WARD, COLE, KERSEY, CATE, SHERMAN,  
ALVAREZ, GÓMEZ.

**NAYS:** NONE.

**NOT PRESENT:** NONE.

**RECUSED:** NONE.

AUTHENTICATED BY:

**KEVIN L. FAULCONER**

Mayor of The City of San Diego, California

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(Seal)

By: Matthew R. Hilario, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
RESOLUTION NO. R-311484, approved on January 9, 2018. The date of final  
passage is January 18, 2018.

**ELIZABETH S. MALAND**

City Clerk of the City of San Diego, California

(Seal)

By:  Deputy