

ORIGINAL

AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
TRUSSELL TECHNOLOGIES, INC
FOR
SBWRP REVERSE OSMOSIS SYSTEM
CONTRACT NUMBER: H2125819

ORIGINAL
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DESIGN PROFESSIONAL AGREEMENT EXHIBITS

Exhibit A - Scope of Services

(1) Design Completion Checklists

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 - Determination Form

Exhibit F - Consultant Performance Evaluation Form

Exhibit G - Contractor Standards Pledge of Compliance

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND TRUSSELL TECHNOLOGIES, INC.
FOR 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 SBWRP Reverse Osmosis System [Project].

RECITALS

The City wants to retain the services of a professional Engineering firm to provide Design 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 Engineering and Capital Projects is the contract administrator for this Agreement. The Design Professional shall provide the Professional Services under the direction of a designated representative of the Engineering and Capital Projects. 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 4.0. 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 Professional. The City may then require the Design Professional to resume performance of 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 City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$1,303,497.00. The compensation for the Scope of Services shall not exceed \$1,203,497.00, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$100,000.00.

3.2 Additional Services. The City may require that the Design Professional perform additional Professional Services [Additional Services] beyond those 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 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 Compensation and Fee Schedule. The Design Professional shall submit one invoice per calendar month in a form acceptable to the 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 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 of this Agreement. However, failure to obtain the required documents prior to the Professional Services commencing shall not waive Design Professional's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time. 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. The Design Professional shall keep in full force and effect Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

4.3.1.2 Commercial Automobile Liability. For all of the 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). If the Design Professional does not possess owned automobiles then coverage for hired and non-owned automobiles shall be provided.

4.3.1.3 Workers' Compensation. For all of the 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, and (c) your work, including but not limited to your completed operations performed by you or on your behalf.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected

officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Design Professional's insurance and shall not contribute to it.

4.3.4.2 Worker's Compensation and Employer's Liability Insurance Endorsements.

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

4.3.5 Reservation of Rights. The City reserves the right, from time to time, to review the 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. By signing this Agreement the Design Professional agrees that it is aware of, and hereby certifies that it agrees to comply with, the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference. Council Policy 100-17 is available on line at <https://www.sandiego.gov/city-clerk/officialdocs>.

4.7.1 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 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the 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 E].

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 Design Professional shall comply with City Council Policy 900-14 (Sustainable Building Policy) in the performance of the Scope of Services, including but not limited to the requirement that 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. By signing this Agreement the Design Professional agrees that it is aware of, and hereby certifies that it agrees to comply with, the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference. Council Policy 100-04 is available at <https://www.sandiego.gov/city-clerk/officialdocs>.

4.20 Prevailing Wage Rates. Prevailing wage rates apply to this Agreement.

Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, the Design Professional and its subconsultants shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

4.20.1 Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Design Professional and its subconsultants

shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

4.20.1.1 Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Design Professional and its subconsultants shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

4.20.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

4.20.2 Penalties for Violations. Design Professional and its subconsultants shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

4.20.3 Payroll Records. Design Professional and its subconsultants shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Design Professional shall require its subconsultants to also comply with section 1776. Design Professional and its subconsultants shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Design Professional is responsible for ensuring its subconsultants submit certified payroll records to the City.

4.20.3.1 In addition to the requirements in 4.20.3, the Design Professional and its subconsultants shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

4.20.4 Apprentices. Design Professional and its subconsultants shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Design Professional shall be held responsible for the compliance of their subconsultants with sections 1777.5, 1777.6 and 1777.7.

4.20.5 Working Hours. Design Professional and its subconsultants shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight (8) hours a day and forty (40) hours a week, unless all hours worked in excess of eight (8) hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than eight (8) hours per day and forty (40) hours per week in violation of California Labor Code sections 1810 through 1815.

4.20.6 Required Provisions for Subcontracts. Design Professional shall include at a minimum a copy of the following provisions in any contract they enter into with a subconsultant: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

4.20.7 Labor Code Section 1861 Certification. Design Professional in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Agreement, Design Professional certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

4.20.8 Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred.

4.20.9 Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Design Professional or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

4.20.9.1 A Design Professional’s inadvertent error in listing a subconsultant who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subconsultant is registered prior to proposal due date; (2) within twenty-four hours after the proposal due date, the subconsultant is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subconsultant is replaced by another registered subconsultant pursuant to Public Contract Code section 4107.

4.20.9.2 By submitting a bid or proposal to the City, Design Professional is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Design Professional shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

4.20.10 Stop Order. For Design Professional or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Design Professional or unregistered subcontractor(s) on ALL public works until the unregistered Design Professional or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

4.20.11 List of all Subcontractors. The Design Professional shall provide a complete list of subcontractors (regardless of tier) utilized on this Agreement, along with their DIR registration numbers, if applicable, prior to any work being performed on this Agreement,

and Design Professional shall provide a complete list of subcontractors, regardless of tier, with each invoice. Additionally, Design Professional shall provide the City with a complete list of all subcontractors utilized on this Agreement, regardless of tier, within ten working days of the completion of the Agreement, along with their DIR registration numbers, if applicable. The City shall withhold final payment to Design Professional until at least thirty (30) days after this information is provided to the City.

4.20.12 Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Design Professional shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

4.20.12.1 Registration. The Design Professional will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

4.20.12.2 Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Design Professional will need to keep those records for at least three years following the completion of the Agreement. (Labor Code section 1771.4).

4.20.12.3 List of all Subcontractors. The Design Professional shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor Code section 1773.3).

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: Engineering and Capital Projects, c/o Gabriel Torres, PE., 525 B Street, Ste. 750, MS 908A San Diego CA 92101, and notice to the Design Professional shall be addressed to: Trussell Technologies, Inc, Celine C. Trussell, PE., BCEE, 380 Stevens Ave, Suite 212 Solana Beach, CA 92075, Celinet@trusselltech.com.

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

9.3 Non-Assignment. The 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: Celine Trussell, Shane Trussell, Eileen Idica, Rodrigo Tackaert, John Kenny, Elaine Howe, Keel Robinson, Aleks Pisarenko, Aviv Kolakovsky, Nate La Breche, Mitch Bartolo. [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 F].

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-20316. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit G.

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. By Signing this Agreement the Design Professional agrees that it is aware that the contents of this Agreement and any documents pertaining to the performance of the Agreement requirements/Scope of Services resulting from this Agreement are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.

If the Design Professional 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 Design Professional** 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 Design Professional 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 Design Professional 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 Design Professional will hold the City harmless for release of this information.

It will be the Design Professional's obligation to defend, at Design Professional'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 Design Professional's request. Furthermore, the Design Professional 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 Design Professional's request.

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

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

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution Number R:313982, authorizing such execution, and by the Design Professional pursuant to Trussell Technologies, Inc. signature authority document.

RST 4/19/22

AW 4/20/22

I HEREBY CERTIFY I can legally bind Trussell Technologies, Inc. and that I have read all of this Agreement, this 4th day of February, 2022.

By R. H. Trussell
R. Shane Trussell
CEO

Dated this 11th day of April, 2022.

THE CITY OF SAN DIEGO
Mayor or Designee

By Cindy Crocker
Cindy Crocker
Acting Deputy Director
Purchasing & Contracting Department

I HEREBY APPROVE the form of the foregoing Agreement this 20th day of APRIL, 2022

MARA W. ELLIOTT, City Attorney
By Mara W. Elliott
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

SCOPE OF SERVICES

GENERAL

The Scope of Services defines the extent of the Design Consultant, herein referred to as “Design Professional”, services to complete the work and documents specified herein for Design (Plans, Specifications & Estimate), assistance during the Bid, and Construction Support for the South Bay Water Reclamation Plant Reverse Osmosis System herein referred to as “Project”.

PROJECT DESCRIPTION

This project will design the removal of the existing trailer mounted Electrodialysis Reversal (EDR) units that serve as a demineralization facility at the South Bay Water Reclamation Plant (SBWRP) to reduce the total dissolved solids of the reclaimed water and replace the entire EDR system with a new slab mounted Reverse Osmosis (RO) Units. These replacements will avoid repeated equipment failures of the existing EDR units due to corrosion, leaks, and obsolete equipment, and reduce maintenance requirements. PUD-Wastewater Treatment and Disposal (WWTD) maintenance has been assigned to repair the existing EDR units as issues arise. It is anticipated that these issues will only get worse as the equipment gets older. Currently, the SBWRP is experiencing Title 22 Waste Discharge Requirements (WDR) Permit exceedances for sodium and chloride and therefore needs a reliable method of total dissolved solids removal. The Design Professional will prepare Title 22 Recycled Water Engineer's Report Addendum and provide the required regulatory coordination. The capacity of the existing EDR system is currently 1.342 MGD per each unit for a total of 2.684 MGD for both units. It is anticipated that the equivalent capacity of the new RO system will be 1.44 MGD. It will be confirmed during the predesign effort. The project will require the installation of a Pretreatment system in the form of Microfiltration/Ultrafiltration (MF/UF) prior to the RO system. The system will require an inter-process storage tank.

Timing of the installation of the new RO units must be coordinated with the City. Replacement of the existing EDR units is preferred during the low recycled water demand on the winter/rainy season.

PROJECT ASSUMPTIONS

The City will provide any Storm Water Quality Management support services and CEQA support for the project. The City will submit and complete the DS-560 Storm Water Requirements Applicability Checklist, the Water Pollution Control Plan and the Storm Water Quality Management Plan.

The City does not anticipate that biological survey services will be needed.

The City will take the lead in coordinating with the City Development Services Department (DSD) and Environmental Services.

The City will provide geotechnical information sufficient for the design at the start of the project. The “front-end” Division 00 specifications will be prepared by the City.

The City will provide the assessment of the equipment they wish to keep: pumps, storage, piping.

The City does not want to perform a condition assessment on the buried piping and pumps stations because they are fairly new.

It is assumed that most above-grade piping and systems will be demolished.

The design will be based on desktop hydraulic evaluations to select new feed and effluent pumps.

It is anticipated to confirm that the existing can size is adequate.

New chemical containment area with concrete walls and pads for various equipment are assumed.

It is assumed that new foundations will be needed for the proposed equipment. Shallow spread footings are anticipated.

It is assumed that a new steel canopy over the RO equipment will be needed. It is assumed that the existing canopy can be reused and connected to.

It is assumed that new steel pipe support racks with shallow spread footings will be used.

It is assumed that the Electrical building will be reused and sufficient to hold the new electrical equipment.

A corrosion engineer will review the design. Cathodic protection design beyond the review for compliance with the White book standard is not anticipated.

During the predesign the team will determine the MF/RO capacity equivalent to that of the existing RO system. It is anticipated that the plant capacity will be 1.44 MGD.

At this time, the procurement method for the MF and RO systems is unknown. It is assumed that the City will prepare the contracting documents to implement their preferred procurement method. The consultant will provide the technical information to support the City's chosen MF and RO systems procurement methods.

It is assumed that the City will provide all necessary information at the start of the project such as: As-built of the EDR site in Microstation format, geotechnical information, existing surveying information, water quality information, demand projection, etc.

The City's plant already has a site security system. The project will add a single security camera and its design will be incorporated in electrical drawings set.

PROJECT TASKS

TASK 1: PROJECT MANAGEMENT SUPPORT

1.1 General Management

1.1.1 Invoicing, Reporting and Record Management

Provide management and technical support to the City ensuring that work, budget, and timeline are progressing according to the agreed upon scope of services outlined below.

Provide monthly progress reports ensuring all project team action items are addressed in coordination with City Project Manager. Monthly progress reports will include budget information, issues encountered, out-of-scope items and status, action items, and percentage of task completion.

Establish Document Control System compatible with City Public Utilities Records Management Document Control System. Design Professional will use FileCloud to transmit and store all project deliverables. Design Professional will coordinate with City Project Manager and provide a list of assigned individuals and emails for FileCloud access.

1.1.2 Project Management Communication

Maintain communications between the City's Project Manager, Design Professional's Project Manager, and design team. The Project Management is for the following project phases: Design, Bid/Award and Construction Phase support.

1.1.3 Project Schedule

Schedule should include milestones for the following deliverables as outlined for 30%, 60%, 100%, and Final design.

Deliverables:

- Monthly updates of Design Professional's schedule (PDF)
- Monthly Invoices
- Monthly Project Management Communication

1.2 Meetings

Coordinate team meetings with City's Project Manager and representatives, Engineering & Capital Projects Department, Public Utilities, subconsultants, and permitting agencies necessary for the completion of design plans, specifications and related services as specified in the Scope; document meetings through meeting minutes and include action items, responsible party or person, and expected finish per item. Due to Covid-19, meetings with City staff may be held in virtual spaces.

Per City Project Manager's request, attend project related meetings including:

1.2.1 Kick off meeting

One (1) design kick-off meeting.

1.2.2 Coordination meetings:

Twelve (12) coordination meetings (one-hour duration) to be scheduled on an as-needed basis, including preparation of meeting agendas prior to the meetings and meeting notes documenting key points and distributed no later than a week after the meeting.

1.2.3 Coordination meetings

30-minute verbal updates as-needed to the City's Project Manager addressing progress of work, schedule, action items, and budget to ensure steady progress and preparation of key upcoming deliverables and events.

1.2.4 Design Review

Three (3) Design Review meetings at 30%, 60% and 100% design.

Deliverables:

- Status Updates: Schedule, Action Steps, Current Work Tasks (PDF)
- Meeting Agendas (PDF)
- Draft Meeting Agenda and Minutes (PDF)
- Final Meeting Agenda and Minutes (PDF)
- Monthly Progress Memos (PDF)

TASK 2: PRE-DESIGN

2.1 SUBSURFACE UTILITY EXPLORATION (POTHOLING)

Design Professional will perform utility location/potholing . The task shall include contact with USA DigAlert for local utility information, follow-up with the identified utilities and mapping prior to finalizing the pothole locations. Budget assumes up to 7 potholes less than 5 feet deep and up to 3 potholes between 5 and 8 feet deep, all within the footprint of the current EDR site.

Deliverables:

- Utility Exploration Report (PDF)
- Utility As-Built Plans (PDF) as needed

2.2 SITE TOPOGRAPHY AND BASE MAPPING

Design Professional will prepare topographic mapping for the site. Using record maps, public and private utility drawings, and survey files that were used for design of the EDR units. The Design Professional will verify site conditions and create a digital base map to be used for all plans, reports, and exhibits. In accordance with the Citywide CADD Standards 2016 Edition, and the Engineering & Capital CMFE Projects Survey Deliverables.

Draft survey MicroStation CADD files shall be submitted to Engineering & Capital Project Department (E&CP) Surveying Engineers for review and acceptance. Comments will be addressed following the E&CP surveying review and a final survey CADD file will be submitted.

Deliverables:

- Draft Survey MicroStation CADD files submitted to E&CP surveying
- Approved Survey MicroStation CADD files submitted to E&CP surveying

2.3 GEOTECHNICAL AND ENVIRONMENTAL INVESTIGATION, TESTING, AND REPORTING

It is assumed that the City will provide geotechnical information sufficient for the design of the project. No additional geotechnical investigation will be performed. The Design Professional will analyze the data gathered by the City to provide geotechnical and seismic recommendations for the proposed improvements as part of Task 3- Design Development.

Deliverables: No Deliverable

TASK 3: DESIGN DEVELOPMENT:

The Design Professional will facilitate 1 (one) O&M Workshops to gather the City's preferences for Process, Controls and Overall Layout.

The Design Professional will prepare a Draft and Final Basis of Design report that will consist of short summaries of the findings of Task 2 and define the project main process, water quality and conveyance, storage and pumping requirements.

Upon complete submission and approval of pre-design deliverables and Final Basis of Design Report, Design Professional will proceed with design development. PDFs, spreadsheets, or other formats, as indicated, will be provided of the listed deliverables below. Native files will be provided at the request of the City.

3.1 30% DESIGN SUBMITTAL AND REVIEW

Design Professional will develop a preliminary design of the project for City's formal review and comment at the 30% design level. The 30% design will include the preparation of 30% design level of:

1. Title Sheet
2. Vicinity and location map
3. Title block (City provided); north arrow; scales; project title; construction notes; construction legend; standard symbols; telephone numbers of utilities and other affected agencies and businesses; basis of bearing and benchmark; general notes and abbreviations.
4. Existing Conditions with input from the City, including, but not limited to: base map, property lines, roads, utility lines and appurtenances (above and underground), drainage facilities.
5. Demolition plans
6. Site access, mobilization, and storage areas
7. Piping mechanical design
8. Structural design
9. Grading and paving
10. Electrical, instrumentation and controls
11. Site security design for one camera for the MF/RO pad on the electrical drawing

Design Professional will provide internal quality control review of all deliverables per the project specific Quality Management Plan to ensure they meet the requirements of the agreed upon scope of services.

It is anticipated that 44 drawings will be submitted at the 30% design level. The Design Professional will implement a design freeze after the 30% design.

Deliverables:

- One O&M workshops
- Draft Basis of Design Report
- Final Basis of Design Report
- 30% design drawings (PDF)
- 30% specifications table of contents (PDF)

- 30% design calculations (PDF)
- 30% design review checklist (PDF)
- Preliminary O&M guidelines table of contents

3.2 60% DESIGN SUBMITTAL AND REVIEW

Prepare and submit detailed 60% design package for City's formal review and comment. The 60% design package will incorporate the City's 30% design comments as well as community comments. The 60% design will include the completion of 60% level of design on the items listed in Task 3.1.

Design Professional will provide internal quality control review of all deliverables per the project specific Quality Management Plan to ensure they meet the requirements of the agreed upon scope of services.

It is anticipated that 101 drawings will be submitted at the 60% design level.

Deliverables:

- An approved 30% city wide plan check
- 60% design drawings (PDF)
- 60% specifications (PDF)
- 60% design calculations (PDF)
- 60% design OPCC (PDF)
- 60% design review checklist (PDF)

3.3 100% DESIGN SUBMITTAL AND REVIEW

Design Professional will prepare and submit a detailed 100% design package for City's formal review and comment. The 100% design package will incorporate the City's 60% design comments. The 100% design will include the completion of 100% level of design on the items listed in Task 3.1. DSD coordination is not included in this task.

Any deferred reviews such as security systems are not included in this task.

Design Professional will provide internal quality control review of all deliverables per the project specific Quality Management Plan to ensure they meet the requirements of the agreed upon scope of services.

It is anticipated that 101 drawings will be submitted at the 100% design level.

Deliverables:

- An approved 60% City wide plan check
- 100% design drawings (PDF)
- 100% specifications (PDF)
- 100% design calculations (PDF)
- 100% Design OPCC (PDF)
- 100% design review checklist (PDF)
- An approved plan check set of plans
- Submittal master and tracking list (PDF)

3.4 CONSTRUCTION/CONTRACT DOCUMENTS

3.4.1 Final Design Submittal

Design Professional will prepare and submit a final design package for bidding. The design package will incorporate the City's 100% design comments.

Design Professional will provide internal quality control review of all deliverables per the project specific Quality Management Plan to ensure they meet the requirements of the agreed upon scope of services.

It is anticipated that 101 drawings will be submitted at the Final Design Submittal.

Final Design Deliverables:

- Three (3) signed full sized drawings
- Final Design CADD files (.DGN)
- Final Design OPCC (PDF)

3.4.2 Permitting

Design Professional involvement with permitting is limited to the preparation of the Title 22 Recycled Water Engineer's Report Addendum and the required regulatory coordination with the State Board.

It is assumed that City staff will take the lead in coordinating efforts with DSOD and environmental services.

The City assumes that Project qualifies for NOE, pursuant to the California Environmental Quality Act (CEQA). Environmental Permitting support is assumed to consist of assisting City staff with updating quantities required for the NOE such as calculating areas of increases of impervious surfaces and earth work quantities anticipated.

Design Professional is not responsible for any fees associated with permitting.

TASK 4: BID AND AWARD SUPPORT:

Upon complete submission and approval of design development deliverables, Design Professional will support City staff during the bid and award phase.

4.1 MEETINGS

Per City's request, attend 3 project related meetings: Pre-Bid Conference, 1 (one) site visit required and 1 (one) Project Meeting.

4.2 REQUEST FOR INFORMATION (RFI) AND CLARIFICATION RESPONSES

Prepare responses to 2 RFIs or clarification (or up to 80 hours) as requested by City staff.

TASK 5: CONSTRUCTION & POST CONSTRUCTION SERVICES:

After the construction contract is awarded and executed, Design Professional will support

EXHIBIT A

construction administration by providing a complete set of baseline information, analysis, and data to inform, develop, and evaluate the guiding principles, criteria, network concepts, decisions and recommendations required to complete the scope intent to City staff and Contractor. This task includes response to RFI's, review of RFP's to Contractor, review of submittals, attendance at progress meeting and responses to construction services and site meetings as defined below.

5.1 MEETINGS

Attend pre-pre-construction, pre-construction, and 12 monthly progress meetings as requested by City staff. Meeting agendas and meeting minutes are assumed to be provided by the City Construction Manager.

5.2 CONSTRUCTION SUPPORT

5.2.1 Permitting

Design Professional will be available up to 20 hours to incorporate permitting comments into the drawings.

5.2.2 Submittal Review

Review Contractor 50 submittals (or up to 250 hours) in a timely fashion with respect to Submittal Master and Tracking List. Provide responses within 20 working days.

5.2.3 Change Orders

This task includes review of 1 (one) Contractor Change Order (or up to 55 hours for this task) due to unforeseen conditions that may have arisen during the course of the project.

- Review and evaluate submission to scope intent.
- Provide revision sketches, direction and/or specifications as required and sufficient for Contractor to adequately price the work through the Construction Manager RFP.

5.2.4 Request for Information/Clarification (RFI/RFC)

Provide responses to 20 RFIs or RFCs (up to 150 hours) related to interpretation of contract documents, unforeseen conditions, value engineering proposals, and changes in scope.

RFIs will be returned to the Construction Manager within 5 working days.

5.3 OPERATIONS AND MAINTENANCE

5.3.1 Start-up and Testing

Assist the Construction Manager for up to 16 hours in preparing functional acceptance test procedures to witness operational performance of any system installed and participate in the functional tests. During the Start-up period, the Design Professional will be available up to 4 days on site.

EXHIBIT A

5.3.2 Deficiencies Report

Design Professional will define deficiencies in the equipment construction and software configuration and prepare and submit a report to the City outlining the resolution of problems.

Deliverables:

- Draft Deficiencies Report (PDF)
- Approved Deficiencies Report (PDF)

5.3.4 Operations and Maintenance Manual Compilation from Equipment Vendor Submittals

Assemble the O&M manual submittals from each equipment vendor into a binder with a table of content.

5.3.4 Final Walkthrough and As-Builts

Conduct final walkthrough with City staff

Provide punch list to the City Construction Manager for substantial completion of the project

Record final as-built conditions to CADD files

END OF SCOPE OF SERVICES

Sewer, Water & Storm Drain Projects

Checklist for Plans at **30% Submittal**

(This is a guide for items required for plans, specifications, and estimates. DCE/PM shall provide additional information as required to address comments during the Citywide Plan Check.)

Project: _____	DATE: _____
COMPLETED BY: _____ (PM'S SIGNATURE)	
PM'S PRINTED NAME: _____	
CIVIL DESIGN FILES shall include but not limited to the following:	

	ITEMS	COMMENTS
<input type="checkbox"/>	1. A geospatially correct dgn file with clean line work of the design referenced with the preliminary topo. (Units set to Survey Feet)	
<input type="checkbox"/>	2. An alg file containing horizontal & vertical alignments for all design line work along with a cogo buffer containing all points with coordinates shown on the plans. (No duplicate point numbers)	

COVER SHEET				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Key Map	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Vicinity Map	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Work to Be Done	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Contractor's Responsibility	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Legend	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. Construction Storm Water Protection	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Existing Structure	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Monumentation/Survey Notes Benchmark	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Field Notes, Datum, Major Streets	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Abbreviations	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Discipline Code	

TITLE BLOCK				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Drawing Number	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. Project Title	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. W.B.S Numbers	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. Project Engineer/Drafter Initials	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. Lambert Coordinates	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. Associate Engineer's Name	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20. Assistant Engineer's Name	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21. Deputy City Engineer's Name	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22. Survey Monuments	

BORDER				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	23. Project Title	

PLAN VIEW				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24. Right-of-Way Lines	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25. Street Names	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	26. Block Numbers	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	27. Easement	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	28. North Arrow/Scale	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	29. Street Closures	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	30. Existing - Sewer Main, Laterals, Manholes, Appurtenances	

Attachment 1

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	31. Gas Lines, Valves, Services	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	32. Existing - Storm Water Conveyance, Structures, Appurtenances	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	33. Electric Lines, Boxes, Services	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	34. Telephone Lines, Boxes, Services	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	35. Cable T.V., Boxes, Services	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	36. Existing - Water Main, Services, Appurtenances include pump stations & pressure reducing stations (PRS)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	37. Subdivision Name	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	38. Lot Lines, Lot Numbers, Addresses, Ownership Lines	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	39. Trolley Tracks	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	40. Proposed Sewer Main, Manholes (i.e. Pipe sizes & dimension between sewer & other utilities)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	41. Proposed Water Main (i.e. Pipe sizes & dimension between water & other utilities)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	42. Proposed Storm Water Conveyance, Structures	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	43. Curb Lines	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	44. Oil/Line Fuel Pressure	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	45. Pressure Zone Boundary	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	46. Reference Data	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	47. Fire Hydrants	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	48. Stationing	

PROFILE VIEW				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	49. Existing Surface, Grade, Pavement	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	50. Existing Sewer Main, Manholes with IES	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	51. Existing Water Main	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	52. Existing Storm Water Conveyance, Structures	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	53. Street Names	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	54. Horizontal/Vertical Scale	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	55. Elevation Scales	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	56. Existing Sewer Crossing	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	57. Existing Water Crossing	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	58. Existing Storm Drain Crossing	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	59. Private Utility Crossing	

Sewer, Water & Storm Drain Projects

Checklist for Plans at **60% Submittal**

(This is a guide for items required for plans, specifications, and estimates. DCE/PM shall provide additional information as required to address comments during the Citywide Plan Check.)

Project: _____	DATE: _____
COMPLETED BY: _____ (PM'S SIGNATURE)	
PM'S PRINTED NAME: _____	
CIVIL DESIGN FILES shall include but not limited to the following:	

Please see [D-410 QAQC Design Review for Sewer Water and Storm Drain Projects SOP for reference.](#)

COVER SHEET				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Limits of Work	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Work to Be Done	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Discipline Code	

TITLE BLOCK				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Street Names and Limits	

PROPOSED PLAN VIEW				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Stationing	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Manhole Stationing Callouts (manholes shall be consecutively numbered)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Water Services / Fire Services	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. Sewer Laterals	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Fire Hydrants	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Residential 450'	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Commercial 350'	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Industrial 250'	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire hydrant at cul de sac (5' before curb return)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Crosses, Tees	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Dimensioning	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Plugs and Dead Ends	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Blow-Offs (Blow off at low point dead ends)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2" blow off for pipes 12" and smaller	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4" or 6" blow offs for pipes > 12"	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Air Valves (air valve at high point dead ends)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1" for 12" and below	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2" for 16"- 48"	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4" for > 48"	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. Cutoff Wall, Encasements ,Cradles	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.Valve	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Valve separation 800' for 8" diameter mains and smaller	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1,200' for > 8"-12" diameter mains	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1,600 for > 12" diameter mains (verify with PUD)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. Horizontal Alignment Report	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. Water Construction Notes	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. Special Plan Notes (See CADD standard template for these notes)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20. Caution Callouts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21. Begin & End Horizontal Curve Data. Details of all curves, i.e.; deflection of pipes	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22. Storm Drain Structure Type, Size and Stationing Callout, Northing and Easting of Centerline of Box, Storm Drain Pipe Data Table with corresponding data number on plan view.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	23. Legends show all items of work and are consistent with the symbols on the plans. Details of manholes re-channelization showing, i.e.; of all inlets and outlets and the drop across the Manhole (straight through flow acceptable for 8"-15" mains)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24. Above ground proposed appurtenances shown by location and detailed	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25. Main separation: (if applicable, please check below that apply) - meet with PUD to check	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10' Water/Sewer	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5' Sewer/Gen. Utility meet with PUD to check	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10' Storm Drain/Sewer meet with PUD to check	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5' Storm Drain/Potable Water meet with PUD to check	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5' Potable Water/Gen. Utility meet with PUD to check	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reclaimed Water and Other Storm Drains meet with PUD to check	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	26. Construction work conforms to notes on the plans, typical all sheets	

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	27. City Forces Work conforms to notes on the plans, typical all sheets	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	28. Valves identified by size, type, connection type and direction (1-16 valve, BK,AHD,MJ)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	29. Standard abbreviations and symbols are used	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	30. Utility facilities are properly identified (elevations and alignment are shown)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	31. There are sufficient construction details for items not covered by standard plans	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	32. Phased construction is shown adequately on plans (and it's also reflected on the working days in the specifications)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	33. Sewer main retirement information is provided on individual sheets	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	34. Water main retirement information is provided on individual sheets	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	35. Storm Drain retirement information is provided on individual sheets	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	36. Fire hydrants; unprotected/unimproved areas shall have protection post	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	37. Easement width for each utility per Design Standard Manual.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	38. Verify each replumb address has replumb detail (sewer only)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	39. Survey Monuments	

General Notes:
 Identify appurtenance placement to avoid dual curb ramps and minimize community impact (hydrants, air valves, etc.) Notify homeowner.

PROPOSED PROFILE VIEW				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	40. Proposed Sewer Main, Manholes	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	41. Proposed Water Main	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	42. Proposed Storm Water Conveyance, Structures	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	43. Manhole Inverts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	44. Storm Water Structure Inverts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	45. Manhole Station Callouts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	46. Storm Water Structure Station Callouts & Notes	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	47. Stationing	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	48. Major Grade Breaks w/ inverts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	49. Blow-Offs/Air-Valves	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	50. Butterfly Valve with bypass (16" & larger)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	51. Pipe Slope of Sewer and/or Storm Water Conveyance (<1% slope include flow velocity for sewer)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	52. Dimensioning Between Manholes/Structures	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	53. Top of Pipe 12" and above	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	54. Water Pipe Invert Callout	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	55. Encasement cradles	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	56. Manhole Numbering & Structure Numbering	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	57. Special Profile Notes	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	58. Vertical Curve Data	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	59. Pipe Size / Class / D-Loading for Storm Drain (check with PUD)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	60. Lengths stated in Profiles Match Stationing	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	61. Piping shown by size, location, and slope (%) sewer/storm drains	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	62. Horizontal and vertical scale correctly identified	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	63. Existing grade, pavement and project grades shown	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	64. Inverts for all mains and manholes shown	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	65. Profile and plan data consistent	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66. All pipes have proper cover and clearance e.g., water main depth of cover; 3'-5' Distribution Main and 5'-8' Transmission Main. (Less than 3 feet or more than 8 feet of cover require loading, deflection, and safety calculations.)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67. Provide min. 1' sand cushion or min. 6" sand cushion w/1" neoprene pad for all crossing where vertical clearance is less than 1'; typical all sheets.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	68. Cut-Off walls for slopes over 20% (Sewer Mains) in paved areas (SDS-114) is used.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69. Cut-Off walls for Slopes over 20% (Sewer Mains) in unpaved areas (SDS-115) is used.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	70. Cut-Off walls for Slopes over 20% (Water Mains) in unpaved areas (WP-05) is used.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	71. Cut-Off walls for Slopes over 20% (Water Mains) in paved areas (WP-07) is used.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72. Pipe quantities match calculated distance between Manholes/Crosses	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	73. Cut-off walls for Slopes 3:1 or steeper for slope drains.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	74. Hydraulic gradeline in storm drain profile.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	75. Water tight joints for pipes under pressure and slopes greater than 25%	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	76. Q50 and V50 or Q100 and V100 of storm drain pipes, as applicable	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	77. Riprap class, length, width, thickness and velocity	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78. Energy Dissipaters at outfalls with detail or per Standard Drawing	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	79. IE (in) and IE (out) at inside face of box	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	80. Provide storm drain pipe load calculation for depths greater than 40 feet.	

Sewer, Water & Storm Drain Projects

Checklist for Plans at **100% Submittal**

(This is a guide for items required for plans, specifications, and estimates. DCE/PM shall provide additional information as required to address comments during the Citywide Plan Check.)

Project: _____ DATE: _____
 PREPARED BY: _____ (PM'S SIGNATURE)
 ACKNOWLEDGED BY: _____
 DCE'S PRINTED NAME: _____

SPECIAL PROVISIONS				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. All work shown on typical cross sections, layouts, etc., is covered by Standard Specifications or Supplementary special provisions, including measurement and payment	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Structures, civil, landscape, electrical, and other special provisions complement each other and are combined properly	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Terminology used agrees with that used in estimate and plans	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Standard style and format are used, especially with measurement and payment	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. There are sufficient summaries of quantities	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Corrosion protection of the piping has been addressed	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Final pay items are identified	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. All bid items have reference payment (specification to cover each item)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Bid quantities match actual field representation	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Cross-references to other specifications are correct	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Sufficient information for contract design of sheeting and shoring	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Removed unnecessary sections and verbiage that does not apply	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Attachments and appendices included	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Soils reports and other technical reports are referenced (all projects with trenching in new alignments shall have a soil report)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. List of submittals to be reviewed included in section 2-5.3, i.e. traffic shop drawings, re-vegetation, diversion plans, etc. identified	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. All items in Specifications indicated, "as shown" or "as detailed" are on drawings	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. Phased construction language included	

BID PROPOSAL				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. Are NAICS Code and Payment Reference complete and correct per latest Master Bid List?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. Are quantities correct per final plans?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20. Are Common bid items listed?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21. Alternates are properly listed?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22. Cost Estimates Base on Latest Bid?	

ADDITIONAL PROJECT REQUIREMENTS				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	23. Has all replumb agreements been recorded?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24. Has shut down notices for fire services been sent?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25. Is citywide plan check review completed and comments addressed?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	26. Is constructability review completed and comments addressed?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	27. Is easement required, processed and finalized?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	28. Are all conflicts with other projects resolved and noted in Accela?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	29. Paving moratoriums are not an issue?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	30. Are permits and environmental clearances obtained?	

ADDITIONAL SHEETS				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	31. Curb Ramp Location Sheet	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	32. Curb Ramp Detail Sheet	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	33. Resurfacing Sheet	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	34. Work by City Forces Sheet	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	35. Abandonment Sheet	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	36. Permanent Storm Water Best Management Practices	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	37. Traffic Control Plans	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	38. Replumb Detail Sheet	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	39. Batch Discharge Plan	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	40. Fire Department Information Sheet	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	41. Cathodic Protection Design Sheet	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	42. Survey Monument Sheet	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	43. DCE's Signature and Consultant's Stamp/Signature, on the first page for Citywide Plan Check	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	44. Drawings/Details for Trenchless Construction	

Engineering and Capital Projects

Survey Deliverables Checklist at 60%, 90 and/or 100% Submittal

Project Name: _____

WBS#: _____ CIP#: _____ D-Sheet: _____

Project Engineer: _____ Date: _____

Resident Engineer: _____ Date: _____

COVER SHEET				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Design file working units are set to Survey Feet.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. The design file is geospatially correct and referenced with the preliminary topo. The survey file deliverable shall be one Master.dgn and one Master.alg file containing all external reference files as separate models, geospatially referenced. Multiple asset-specific files will be acceptable, so long as they have appropriate file naming conventions. The file naming convention shall be WBS_Prop_Asset.dgn/.alg (e.g. B19175_Prop_WTR.dgn, B19175_Prop_SWR.dgn, B19175_Prop_CURB.dgn, B19175_Prop_SD.dgn, etc.).	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Design line work is clean. Only the latest design line work is shown with no gaps or overlaps on lines that should be connected.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. The .alg file contains horizontal alignments for all design line work. All Computer Aided Drafting (CAD) work must be done in accordance with Citywide CADD Standards and must utilize the City's seed files (.job, .txt, .dgn, .alg, .raw, .fwd, .dtm, .pdf, .docx, .xlsx, .tif, and .jpg).	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Cogo buffer (if applicable) contains all points with coordinates shown on the plans. All cogo points on the plans are annotated with their assigned point numbers.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. There are no duplicate point numbers.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. All alignments are free of "non-coincident" and "transpose" integrity issues.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. The line work in the .dgn file matches the data in the .alg file (Alignments in the .alg file highlight directly over the line work in .dgn file when reviewed.). All line work and stationing matching both the plans and the project geometry (.alg) files or .xml file.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. The .alg files match all data on the plans.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. All right of way lines are based on field survey measurements and a boundary analysis by a Licensed Land Surveyor.	

COVER SHEET				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Topography Source. (Topo Name, Work Order Number, Company Name and Date).	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Basis of Bearing. (As tied to ROS 14492 or equivalent, based on CCS 1983, Zone 6).	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Bench Mark. (Vertical Datum must be NGVD 29 in accordance with the City of San Diego Vertical Bench book).	

TITLE BLOCK				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Final Plans are signed by a DCE.	

LEGEND				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. All Survey Monuments are shown on the plans with symbols showing both well monuments and the property markers. (This can be shown on the cover sheet legend or in a legend on the Monumentation Sheet). A separate monument sheet is not required if monuments are shown on the improvement plan sheets.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. Monumentation note on the cover sheet or on its own Monumentation sheet.	

PLAN VIEW				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. Street center line and record width right-of-way lines, including all pertinent easements, vacations and dedications where applicable.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. All record, non-record monuments, and Bench Marks shall be shown on the plans. When boundary analysis is required for the project, monuments will control the boundary determination. These monuments must be shown on a Monumentation Map, and all monuments within construction limits must be shown (see City of San Diego Bulletin 591). All monuments in the topo survey files must be geospatially referenced in the design .dgn file and be on its own level.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. All proposed improvements are designed within the right of way or easements.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20. Any necessary set-aside easements are in place for infrastructure crossing in to city owned property.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21. Plans show survey data for Easements, Temporary construction areas, jurisdictional waterways delineations (if applicable), etc.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22. All linear objects not parallel with center line have independent layout line alignments. For site specific design, provide layout line alignments along the curb line (e.g. detailed curb ramp design).	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	23. Non-Concentric features for proposed construction must have .alg files generated in InRoads or .xml files generated in AutoCAD. Horizontal alignments must be provided for all linear objects such as, sewer, water, storm drain, face of curb, walls, street center line, etc. However, horizontal alignment reports and vertical profiles must be shown on the plans.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24. All station callouts are within the alignment limits.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25. All appurtenances are drawn in the .dgn and called out on the plans.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	26. All cleanouts, inlets and structures are drawn view scale. (Storm drain).	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	27. Storm drain alignments run along centerline of pipe and through the center of structure via the ends of pipe at the inside face of structure.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	28. Alignment Reports on plans. (Stations and Coordinates with Bearings and Angles formatted to Degrees, Minutes, and Seconds).	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	29. Station and Offset callouts on plans.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	30. Station equations. (if needed)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	31. Vertical Profiles on plans stationed along layout lines.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	32. For Curbs: All proposed curb returns and pop-outs showing design elevations on the plans must have their own layout line alignment along the face of curb line with their own stationing. All horizontal event points must be called out on the plan view and all horizontal alignment reports of the face of curb alignments must be shown on the plans. Finish surface elevations may be included when applicable, with dimension callouts from the face of curb line and slope percentages. The profile view must show the stations and elevations of all proposed top of curb and vertical event points.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	33. Non-Standard Curb Ramps: When only showing the location of a single proposed non-standard ramp within an existing curb return, where most of the return will remain undisturbed, the station of the centerline of the ramp along the face of curb alignment must be called out. The face of the curb alignment must run the length of the curb return and the horizontal alignment report must be shown on the plans. When the curb return follows a standard drawing it must be clearly labeled that it is per standard drawings and no horizontal or vertical alignment needs to be shown. Dimension callouts from the face of curb line and slope percentages to ramp features may be shown if applicable. Non-radial or directional ramps require an additional station and offset callout from the face of curb alignment to the centerline of the ramp at the back of ramp.	

PROFILE VIEW				
YES	NO	N/A	ITEMS	COMMENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	34. All tie in points are taken from the preliminary topo. (No GIS data).	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	35. All profiles show percentages along lines and design grades at vertical event points except for water lines if minimum depth governs.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	36. All storm drain profiles show station and IE grades at all vertical angle points, in's and out's, dissipaters and structures.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	37. For Curbs: The profile view must show the stations and elevations of all proposed top of curb and flow line grade breaks along with slope percentages. Existing top of curb and flowline must also be shown on the profile view.	

Notes:

1. City CADD seed files can be accessed at the following link: <https://www.sandiego.gov/publicworks/edocref/drawings>

2. Resource files will be provided by the City Project Manager or designee to Design Consultant if requested. The City's AutoCad seed files and cell Libraries must be used and have been created to City Standards for Consultant use. If the Consultant chooses to use the City AutoCad resource files, the City will accept AutoCad file submittals without conversion to Microstation only for projects outside of the City right of Way (IE. Parks, major buildings), except for Public Utilities Projects. Microstation shall be used for all projects related to Public Utilities Department.. The City AutoCad seed file must be used.

3. When receiving preliminary topographic surveys from consultants, a 3D surface model showing break lines and spot elevations must be provided along with all planimetric features and appurtenances that are necessary for the project, which may include, including but not limited to, water valves, meters, vaults, manholes, fire hydrants, utility boxes, cleanouts, poles, etc., as defined in the scope.

4. Surveys performed must list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35. The vertical datum used must be NGVD 29 in accordance with the City of San Diego Vertical Bench book.

COMPENSATION AND FEE SCHEDULE

Exhibit B - Compensation and Fee Schedule

TASK	Rate	San Diego					Total Labor	GFC	M/H	Sub (no mark up)	Total (no mark up)
		Total Labor + GFC (with MarkUp)	Principal in Charge	PM Assistant	Technical	CDM Drafters					
		5%	10%	15%	20%	25%				5%	
1.1 Project Management Support											
1.1.1 Online PM	\$										
1.1.1.1 Monthly review reports, design, Procurement, Fieldwork	\$										
1.1.1.2 Communication for 12 months	\$										
1.1.1.3 Project Schedule Updates	\$										
1.2 Meetings	\$										
1.2.1 Kick-off Meeting	\$										
1.2.1.1 Kick-off/coordination Meeting 1 every 2 months for 24 months	\$										
1.2.1.2 Design Review Meeting	\$										
1.2.2 Quarterly Check-in with client every 3 weeks	\$										
2.1 Preliminary	\$										
2.1.1 Preliminary Utility Explanations (Preliminary)	\$										
2.1.1.1 Perform utility investigations	\$										
2.1.1.2 Utility explanation report	\$										
2.1.1.3 Utility field photos	\$										
2.2 Site Topography and Stake Mapping	\$										
2.2.1 Perform Stake Mapping	\$										
2.2.2 Draft Survey Map CAD files	\$										
2.2.3 Final Survey Map CAD files	\$										
2.3 Geotechnical Investigations, Testing and Reporting	\$										
2.3.1 Geotech investigation, assume 2 borings	\$										
2.3.1.1 City/State Permit for Boring	\$										
2.3.1.2 Geotech analysis and report preparation	\$										
2.4 Erosion Control Plan	\$										
2.4.1 Erosion Control Plan	\$										
2.4.2 Erosion Control Plan	\$										
2.4.3 Erosion Control Plan	\$										
2.5 Electrical Investigations and Coordination	\$										
2.5.1 Electrical Coordination	\$										
2.5.2 Site Work/Retainment	\$										
3. Design Development	\$										
3.1 20% Design	\$										
3.1.1 Precast Retainment Wall and Footing	\$										
3.1.1.1 Precast Retainment Wall and Footing	\$										
3.1.1.2 Design	\$										
3.1.1.2.1 Design	\$										
3.1.1.2.2 Design	\$										
3.1.1.2.3 Design	\$										
3.1.1.2.4 Design	\$										
3.1.1.2.5 Design	\$										
3.1.1.2.6 Design	\$										
3.1.1.2.7 Design	\$										
3.1.1.2.8 Design	\$										
3.1.1.2.9 Design	\$										
3.1.1.2.10 Design	\$										
3.1.1.2.11 Design	\$										
3.1.1.2.12 Design	\$										
3.1.1.2.13 Design	\$										
3.1.1.2.14 Design	\$										
3.1.1.2.15 Design	\$										
3.1.1.2.16 Design	\$										
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3.1.1.2.19 Design	\$										
3.1.1.2.20 Design	\$										
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3.1.1.2.32 Design	\$										
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3.1.1.2.98 Design	\$										
3.1.1.2.99 Design	\$										
3.1.1.300 Design	\$										

Exhibit B - Compensation and Fee Schedule

TASK	San Diego						MBI		Sub (no mark up)		Total (no mark up)	
	Total Labor + ODC with Markups	5%	PM Architect	PM Architect	Architect	CAD/Drawn	Other	Total Labor	ODC	Total Labor + ODC with Markups	5%	TOTAL
3.3.1 Approved 45% City with Pain Check	\$ -							\$ -	\$ -	\$ -		\$ -
3.3.2 Overlays	\$ -							\$ -	\$ -	\$ -		\$ -
General	\$ -							\$ -	\$ -	\$ -		\$ -
Civil	\$ -							\$ -	\$ -	\$ -		\$ -
Field PE/EG	\$ -							\$ -	\$ -	\$ -		\$ -
Contract Review Only	\$ -							\$ -	\$ -	\$ -		\$ -
Architecture	\$ -	1	0	0	0	0	\$ 1,624	\$ -	\$ 1,624	\$ -		\$ 1,624
Electrical	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
Mechanical	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
Plumbing	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
Structural and Building	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
Insulation	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
Demolition	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.3.3 100% Specifications	\$ -		8			4	\$ 1,408	\$ -	\$ 1,408	\$ -		\$ 1,408
3.3.4 Design Submittals	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.3.5 100% Design ODC	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.3.6 Construction Schedule	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.3.7 Design Review Checklist	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.3.8 Preparing O&M Manual (not used)	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.3.9 Approved plan check set of plans	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.3.10 Submit master and testing set	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.3.11 O&M	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.4 Construction/Contract Discrepancy	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.4.1 Incorporate comments and Prepare final Drawings for final	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
General	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
Civil	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
Field PE/EG	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
Contract	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
Architecture	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
Electrical	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
Mechanical	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
Plumbing	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
Structural	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
Insulation	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
Demolition	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.4.2 Incorporate comments and Prepare final space	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.4.3 final Design ODC	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.4.4 O&M	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.4.6 Permitting Support as needed (N) and NPLS prime (1)	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
4 Bid and Award Support	\$ -						\$ 760	\$ -	\$ 760	\$ -		\$ 760
4.1 Meetings	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
1. project meetings, pre bid conference, 1 site visit	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
2. meeting	\$ -						\$ 760	\$ -	\$ 760	\$ -		\$ 760
Responses to RFI and Clarifications (Volume 2)	\$ -		4				\$ 760	\$ -	\$ 760	\$ -		\$ 760
Construction and Pre Construction Services	\$ -						\$ 3,000	\$ -	\$ 3,000	\$ -		\$ 3,000
Meetings	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
1. Preconstruction, April 12 (4-hour meeting)	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
2. Construction Support	\$ -						\$ 2,450	\$ -	\$ 2,450	\$ -		\$ 2,450
3.1 Permitting	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.2 Submit Review (not applicable as no pre-submittal)	\$ -		12	2			\$ 3,450	\$ -	\$ 3,450	\$ -		\$ 3,450
3.3 Change Orders (1 CO + 30 type CO)	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.4 NPLS CO (NPLS + 3.4 NPLS per RF)	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.5 Operations and Maintenance	\$ -						\$ 540	\$ -	\$ 540	\$ -		\$ 540
3.1 Training, O&M and Testing & Run start	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.2 O&M Operations Report	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.3 Approved O&M Report	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.4 O&M Manual development	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.5 O&M Manual Report	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
3.6 O&M Manual	\$ -		1	0	0	0	\$ 540	\$ -	\$ 540	\$ -		\$ 540
3.7 O&M Manual and submittal development	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
Additional Services	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
Additional Services	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
Additional Services	\$ -						\$ -	\$ -	\$ -	\$ -		\$ -
TOTAL HOURS	\$ 13,600	2	36	0	30	4	\$ 10,278	\$ -	\$ 10,278	\$ 572,607	\$	\$ 1,305,497

TIME SCHEDULE

TIME SCHEDULE

Activity Description	Estimated Working Days
PHASE A - DESIGN PHASE	580
DESIGN DEVELOPMENT	
Task 1 Project Management	
Task 2 Predesign Studies	
Task 3 Design Development	
Task 3.1 30% Design Submittal	
Task 3.2 60% Design Submittal	
Task 3.3 100% Design Submittal	
Task 3.4 Construction/Contract Documents	
PHASE B - BID/AWARD PHASE	100
Task 4 Bid & Award Services	
PHASE C - CONSTRUCTION	520
Task 5 Construction and Post Construction Services	
TOTAL (PHASES A+B+C)	1200 working days from NTP

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

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
CONSULTANT REQUIREMENTS
TABLE OF CONTENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. **Maintaining Participation Levels.**

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

VI. **Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. Certifications.

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

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

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

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

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

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

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

VIII. List of Attachments.

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

DISCLOSURE OF DISCRIMINATION COMPLAINTS

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


CHECK ONE BOX ONLY.

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

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

Consultant Name Trussell Technologies, Inc.

Certified By R. Shane Trussell Title CEO and President

 Name
Signature Date 2/17/2021

USE ADDITIONAL FORMS AS NECESSARY

EQUAL OPPORTUNITY CONTRACTING (EOC)

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

A. WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

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

Name of Company: Trussell Technologies, Inc.

ADA/DBA: N/A

Address (Corporate Headquarters, where applicable): 232 North Lake Avenue, Ste. 300

City: Pasadena County: Los Angeles State: CA Zip: 91101

Telephone Number: (626) 486-0560 Fax Number: (626) 486-0571

Name of Company CEO: R. 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, Ste. 212

City: Solana Beach County: San Diego State: CA
Zip: 92075

Telephone Number: (858) 458-1030 Fax Number: (626) 486-0571 Email: shanet@trusselltech.com

Type of Business: Engineering Consulting Services Type of License: State of CA - Small Business

The Company has appointed: R. Shane Trussell

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: 380 Stevens Avenue, Ste. 212, Solana Beach, CA 92075

Telephone Number: (858) 458-1030 Fax Number: (626) 486-0571 Email: shanet@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, CA hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 17 day of February, 2021

R. Trussell

(Authorized Signature)

R. Shane Trussell

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: Trussell Technologies, Inc. DATE: 2/17/2021

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

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

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

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

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

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

Totals Each Column			1		2		1	1		6	2			
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Grand Total All Employees

13

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														

R. Trussell

(Authorized Signature)

R. Shane Trussell

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: Trussell Technoloiges, Inc. DATE: 2/17/21

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

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial												2	1		
Professional															
A&E, Science, Computer		1		2		1						2	1		
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		3		1						4	4		
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Grand Total All Employees	13
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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															

R. Trussell

(Authorized Signature)

R. Shane Trussell

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: Trussell Technoloiges, Inc.

DATE: 2/17/2021

OFFICE(S) or BRANCH(ES): Oakland, CA COUNTY: Alameda County

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

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

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

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

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

Totals Each Column					1	1			1		1	3		
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Grand Total All Employees 7

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														



(Authorized Signature)

R. Shane Trussell

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: Trussell Technologies, Inc.

DATE: 2/17/2021

OFFICE(S) or BRANCH(ES): Albuquerque, NM

COUNTY: Bernalillo County

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

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

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

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

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

Totals Each Column												1		
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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														

R. Trussell
(Authorized Signature)

R. Shane Trussell

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: Trussell Technologies, Inc. DATE: 2/17/2021
 OFFICE(S) or BRANCH(ES): Bend, OR COUNTY: Deschutes County

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial												1		
Professional														
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
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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														

R. Trussell

(Authorized Signature)

R. Shane Trussell

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: Trussell Technologies, Inc.

DATE: 2/17/2021

OFFICE(S) or BRANCH(ES): Lakewood, CO

COUNTY: Jefferson County

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

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

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

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

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

Totals Each Column													1	
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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														

R. Trussell

(Authorized Signature)

R. Shane Trussell

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: Trussell Technologies, Inc.

DATE: 2/17/2021

OFFICE(S) or BRANCH(ES): Nashville, TN

COUNTY: Davidson County

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

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

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

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

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

Totals Each Column													1	
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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														

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**
Kathy Haynes, PE Senior Professional Kleinfelder, Inc. 550 West C Street, Suite 1200 San Diego, CA 92101	Design Management; Mechanical (Conveyance and Storage)	17.899	OBE	N/A
Ronald Ross, PE, President Ross Engineering Group, Inc. 6354 Camino Corto San Diego, CA 92120	Civil Engineering Design	11.248	SLBE/DBE/ MBE	City of San Diego, Caltrans Supplier Clearinghouse
Alan Brown, LEED AP BD+C Principal BSE Engineering, Inc. 9903 Businesspark Avenue, Ste. 104 San Diego, CA 92131	MEP Engineering Services	10.439	SLBE	City of San Diego
Jeff Puzzullo, Owner/Principal Puzzullo Consulting 504 Machado Way Vista, CA 92083	Cost Estimating and Scheduling	1.304	SLBE/ELBE	City of San Diego
Andrew Karydes, Principal Land Surveyor/Vice President San Dieguito Engineering, Inc. 462 Stevens Avenue, Ste. 305 Solana Beach, CA 92075	Land Surveying	1.043	SLBE DBE/WMBE	City of San Diego, CPUC
Gail McMorran, President AirX Utility Surveyors, Inc. 2534 East El. Norte Pkwy., Ste. C Escondido, CA 92020	Underground Utility Locating and Potholing	0.977	SLBE WBE	City of San Diego CPUC
Minh Nguyen, President MBN Group, Inc. 5755 Oberlin Dr., Ste. 10 San Diego, CA 92121	Architectural Design	0.788	SLBE	City of San Diego
Richard R. (Rick) Yeager, Jr. PE President/Principal RFYeager Engineering Inc. 1016 Broadway, Suite A El Cajon, CA 92021	Corrosion Engineering	0.229	SLBE/ELBE/ DVBE/SBE	City of San Diego, CA Dept of Gen Svcs

SUBCONSULTANT SUMMARY DATA

Prime Consultant Trussell Technologies, Inc.

SUBCONSULTANTS					
Legal Name & Address	Address(es) of San Diego County Offices	No. of Years in San Diego County	No. of San Diego County Employees	City of San Diego Business Tax Cert. # / DIR Registration #	Name, Title, Address, Telephone Number, & E-mail Address of Contact Person
Kathy Haynes, PE Senior Professional Kleinfelder, Inc. 550 West C Street, Suite 1200 San Diego, CA 92101	50 West C Street, Suite 1200 San Diego, CA 92101	22	241	B2014016589 1000001733	Kathy Haynes, PE Senior Professional Kleinfelder, Inc. 550 West C Street, Suite 1200 San Diego, CA 92101 619-831-4600 khaynes@kleinfelder.com
AirX Utility Surveyors, Inc. 2534 East El Norte Pkwy., Ste. C Escondido, CA 92020	2534 East El Norte Pkwy., Ste. C Escondido, CA 92020	18	75	B2007027640 1000008968	Gail McMorran, President 2534 East El Norte Parkway, Suite C Escondido, CA 92027 760-480-2347 x101 gmmorran@airxus.com
Alan Brown, LEED AP BD+C Principal BSE Engineering, Inc. 9903 Businesspark Avenue, Ste. 104 San Diego, CA 92131	9903 Businesspark Avenue, Ste. 104 San Diego, CA 92131	53	17	B1974002507 1000038973	Alan Brown, PE LEED AP President BSE Engineering, Inc. 9903 Businesspark Avenue, Ste. 104 San Diego, CA 92131 (858) 800-6030 abrown@bseengineering.com
Minh Nguyen, President MBN Group, Inc. 5755 Oberlin Dr., Ste. 10 San Diego, CA 92121	5755 Oberlin Dr., Ste. 10 San Diego, CA 92121	17	1	B2004001788 N/A	Minh Nguyen, President MBN Group, Inc. 5755 Oberlin Dr., Ste. 10 San Diego, CA 92121 (858) 678-0150 mnguyen@mbngroup.net
Jeff Puzzullo, Owner/Principal Puzzullo Consulting 504 Machado Way Vista, CA 92083	504 Machado Way Vista, CA 92083	41	1	B2013020622 N/A	Jeff Puzzullo Owner/Principal 504 Machado Way Vista, CA 92083 (760) 533-3500 jpuzzullo@puzzullo.com

Subconsultant Summary Data

<p>Richard F. (Rick) Yeager, Jr, PE President/Principal Corrosion Engineer NACE Int'l Cathodic Protection Specialist No. 6321 RFYeager Engineering Inc. 1016 Broadway, Suite A El Cajon, CA 92021</p>	<p>1016 Broadway, Suite A El Cajon, CA 92021</p>	<p>17</p>	<p>4</p>	<p>B2004009396 1000020466</p>	<p>Richard F. (Rick) Yeager Jr., PE President/Principal Corrosion Engineer NACE Int'l Cathodic Protection Specialist No. 6321 1016 Broadway, Suite A El Cajon, CA 92021 Phone: 619.647.6265 rfyeager@rfyeager.com</p>
<p>Ronald Ross, PE President Ross Engineering Group Inc. 6354 Camino Corto San Diego, CA 92120</p>	<p>6354 Camino Corto San Diego, CA 92120</p>	<p>10</p>	<p>1</p>	<p>B2011011170 1000031910</p>	<p>Ronald Ross, PE President Ross Engineering Group Inc. 6354 Camino Corto San Diego, CA 92120 619-200-4893 ron@ross.engineer</p>
<p>Andrew Karydes Principal Land Surveyor/Vice President San Dieguito Engineering Inc. 462 Stevens Avenue, Ste. 305 Solana Beach, CA 92075</p>	<p>462 Stevens Avenue, Ste. 305 Solana Beach, CA 92075</p>	<p>45</p>	<p>15</p>	<p>B2011016305 1000009409</p>	<p>Andrew Karydes, Principal Land Surveyor and VP 462 Stevens Avenue, Ste. 305 Solana Beach, CA 92075 858-345-1149 akarydes@sdeinc.com</p>

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

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

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

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

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

www.sandiego.gov/city-clerk/elections/eid/codes.shtml

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: Engineering & Capital Projects Department
- 2. Name of Specific Consultant & Company: Trussell Technologies, Inc.
- 3. Address, City, State, ZIP: 232 North Lake Ave Ste 300
Pasadena CA 91101
- 4. Project Title (as shown on 1472, "Request for Council Action"): SBWRP Reverse Osmosis System
- 5. Consultant Duties for Project: Design and construction support services for
Replacement of two trailer mounted Electro
Dialysis Reversal Systems with a Reverse
Osmosis System.

6. Disclosure Determination [select applicable disclosure requirement]:

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.]

By: 
Elif Cetin, Deputy Director
Architectural Engineering & Parks

2/1/2022
[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.

CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION

The purpose of this form is to evaluate the consultant's performance and will be retained by Public Works Contracts for five years to provide historical data to City staff when selecting consultants.

Section I PROJECT INFORMATION

1. PROJECT DATA	2. CONSULTANT DATA
1a. Project (title, location):	2a. Name, address, phone & email of Consultant:
1b. Brief Description:	2b. Consultant's Project Manager:
1c. Contract Amount: \$ WBS/IO:	Phone: () Email:
3. CITY DEPARTMENT RESPONSIBLE	
3a. Department (include Division): Deputy Director:	3b. Project Manager (name, address, phone & email address): Phone: () Email:

Section II SPECIFIC RATINGS

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

Section II

SPECIFIC RATINGS Continued

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

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes No)

Section IV

FINAL RATING

4. OVERALL RATING			
Consultant Rating	Excellent	Satisfactory	Unsatisfactory
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. AUTHORIZING SIGNATURES			
5a. Project Manager _____			
Name	Signature	Date	
5b. Deputy Director _____			
Name	Signature	Date	
5c. Provided to Consultant _____			
Name of Recipient	Signature	Date Provided	
Consultant Concurrence*: Yes <input type="checkbox"/> No <input type="checkbox"/>			
*Note: Consultant has the right to appeal the contents of this evaluation. Please refer to SDMC 22.0811(a) for more details.			

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

A. BID/PROPOSER/SOLICITATION TITLE:

DESIGN OF SBWRP REVERSE OSMOSIS SYSTEM FOR THE ENGINEERING & CAPITAL PROJECTS DEPARTMENT

CONTRACT NUMBER: H2125819

B. BIDDER PROPOSER INFORMATION

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

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

* The precise nature of the interest includes:

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

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

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

R. Rhodes Trussell, Ph.D., P.E., BCEE Senior Company Officer

Name Title/Position

Pasadena, CA

City and State of Residence

Employer (if different than Bidder/Proposer)

25.50% Owner

Interest in the transaction

R. Shane Trussell, Ph.D., P.E., BCEE CEO and President

Name Title/Position

San Diego, CA

City and State of Residence Employer (if different than Bidder/Proposer)

27.31% Owner

Interest in the transaction

Elizabeth Trussell Senior Company Officer

Name Title/Position

Pasadena, CA

City and State of Residence Employer (if different than Bidder/Proposer)

25.50% Owner

Interest in the transaction

C. Bryan Trussell, P.E. Principal Engineer I

Name Title/Position

Glendale, CA

City and State of Residence Employer (if different than Bidder/Proposer)

9.56% Owner

Interest in the transaction

Celine Trussell, P.E. Principal Engineer III

Name Title/Position

San Diego, CA

City and State of Residence Employer (if different than Bidder/Proposer)

3.22% Owner

Interest in the transaction

David Hokanson, Ph.D., P.E. Principal Engineer II

Name Title/Position

Arcadia, CA

City and State of Residence Employer (if different than Bidder/Proposer)

3.22% Owner

Interest in the transaction

Eileen Idica, Ph.D., P.E. Principal Engineer II

Name Title/Position

Carlsbad, CA

City and State of Residence Employer (if different than Bidder/Proposer)

1.77% Owner

Interest in the transaction

Use Attachment "A" if additional pages are necessary.

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

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

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

Yes No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation

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

List corporation's current officers:

President: R. Shane Trussell

Vice Pres.: N/A

Secretary: C. Bryan Trussell

Treasurer: Celine Trussell

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: N/A State of formation: N/A

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

Partnership

Date formed: N/A State of formation: N/A

List names of all firm partners:

Sole Proprietorship

Date started: N/A

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: N/A

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Name of Bank: 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.

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

Yes No

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

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

Yes No

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

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

Yes No

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

7. Performance References:

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

Company Name: Monterey One Water

Contact Name and Phone Number: Paul Sciuto, General Manager. 831-645-4600

Contact Email: paul@my1water.org

Address: 5 Harris Court, Building D. Monterey, CA. 93940

Contract Date: 2012 to present

Contract Amount: \$4,447,849

Requirements of Contract: Monterey One Water various

Company Name: Padre Dam Municipal Water District

Contact Name and Phone Number: Mark Niemiec, Director of Engineering and Planning. 619-258-4766

Contact Email: mniemiec@padre.org

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

Contract Date: August 2013 to present

Contract Amount: \$4,264,067

Requirements of Contract: Program Manager for the Full Advanced Treatment Demonstration Project at the Ray Stoyer Reclamation Facility (WO 42884), Permitting Support for the East County Advanced Water Purification Project various

Company Name: City of San Diego

Contact Name and Phone Number: Margarit Llagas, Senior Civil Engineer. 858-654-4494

Contact Email: mllagas@sandiego.gov

Address: 9192 Topaz Way, San Diego, CA 92123

Contract Date: February 2018

Contract Amount: \$4,860,000

Requirements of Contract: Specialized Technical Support Services for North City Pure Water Facility and Demonstration Pure Water Facility (H186591) various

G. COMPLIANCE:

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

Yes No

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

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

Yes No

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

H. BUSINESS INTEGRITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

I. WAGE COMPLIANCE:

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

Yes No

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

J. STATEMENT OF SUBCONTRACTORS:

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

Company Name: Kleinfelder, Inc. _____

Contact Name and Phone Number: Kathy Haynes, PE _____

Contact Email: KHaynes@Kleinfelder.com _____

Address: 550 West C Street, Suite 1200, San Diego, CA 92101 _____

Contract Date: TBD _____

Contract Amount: \$233,311.00 _____

Requirements of Contract: Design Management; Mechanical (Conveyance and Storage) _____

What portion of work will be assigned to this subcontractor: 17.899% _____

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

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

K. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated mm/dd/yyyy 02/17/2021

Complete all questions and sign below.

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

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

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

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

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

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

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

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

R. Shane Trussell, CEO and President
Name and Title


Signature

2/1/2022
Date

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

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

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

B. BIDDER PROPOSER INFORMATION - continued

Name: Brian Pecson, Ph.D., P.E.
 Title/Position: Principal Engineer II
 City and State of Residence: Berkeley, CA
 Employer (if different than Bidder/Proposer)
 Interest in the transaction: 1.77% Owner

J. Statement of Subcontractors - continued

Company Name: AirX Utility Surveyors, Inc.
 Contact Name and Phone Number: Gail McMorrان, President, 760-294-3803
 Address: 2534 East El Norte Parkway, Ste. C Escondido, CA 92027 Contract
 Date: TBD
 Contract Amount: \$12,740.00
 Requirements of Contract: Underground Utility Locating and Potholing
 What portion of work will be assigned to this subcontractor: 0.977%
 Contractor is certified: SLBE, WBE

Company Name: BSE Engineering, Inc.
 Contact Name and Phone Number: Alan J. Brown, President, 858-800-6030
 Address: 9903 Businesspark Avenue, Suite 104 San Diego, CA 92131
 Contract Date: TBD
 Contract Amount: \$136,068.00
 Requirements of Contract: MEP Engineering Services
 What portion of work will be assigned to this subcontractor: 10.439%
 Contractor is certified: SLBE

Company Name: MBN Architects
 Contact Name and Phone Number: Minh Nguyen
 Address: 5755 Oberlin Drive, Suite 10, San Diego, CA 92121
 Contract Date: TBD
 Contract Amount: \$10,298.00
 Requirements of Contract: Architectural Design
 What portion of work will be assigned to this subcontractor: 0.788%
 Contractor is certified: SLBE

Attachment A is continued on next 2 pages (11 of 10 and 12 of 10)

R. Shane Trussell, CEO and President



2/1/2022

Print Name, Title

Signature

Date

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

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

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

Page 2 - J. Statement of Subcontractors - continued

Company Name: Puzzullo Consulting
Contact Name and Phone Number: Jeff Puzzullo, Owner, 760-533-3500
Address: 504 Machado Way, Vista, CA 92083
Contract Date: TBD
Contract Amount: \$17,000.00
Requirements of Contract: Cost Estimating
What portion of work will be assigned to this subcontractor: 1.304%
Contractor is certified: SLBE

Company Name: RFYeager Engineering, Inc.
Contact Name and Phone Number: Richard F. Yeager Jr., 619-647-6265
Address: 1016 Broadway, Suite A El Cajon, CA 92021
Contract Date: TBD
Contract Amount: \$2,990.00
Requirements of Contract: Corrosion Engineering
What portion of work will be assigned to this subcontractor: 0.229%
Contractor is certified: SLBE, ELBE, DVBE, SBE

Company Name: Ross Engineering Group, Inc.
Contact Name and Phone Number: Ronald Ross, 619-200-4893
Address: 6354 Camino Corto San Diego, CA 92120
Contract Date: TBD
Contract Amount: \$146,620.00
Requirements of Contract: Civil Engineering Design
What portion of work will be assigned to this subcontractor: 11.248%
Contractor is certified: SLBE, DBE, MBE

Company Name: San Dieguito Engineering, Inc.
Contact Name and Phone Number: Andrew G. Karydes, VP, 858-345-1158
Address: 462 Stevens Avenue, Ste. 305 Solana Beach, CA 92075
Contract Date: TBD
Contract Amount: \$13,600.00
Requirements of Contract: Land surveying
What portion of work will be assigned to this subcontractor: 1.043%
Contractor is certified: SLBE, DBE, MBE

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

R. Shane Trussell, President
Print Name, Title


Signature

2/1/2022
Date

RESOLUTION NUMBER R- 313982

DATE OF FINAL PASSAGE MAR 24 2022

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE AWARD AND EXECUTION OF THE CONSULTANT AGREEMENT H2125819 WITH TRUSSELL TECHNOLOGIES INC., FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE SOUTH BAY WATER RECLAMATION PLANT REVERSE OSMOSIS SYSTEM PROJECT.

WHEREAS, the City of San Diego (City) issued a Request for Proposal H2125819 to solicit professional Engineering Services for South Bay Water Reclamation Plant (SBWRP) Reverse Osmosis System, to which five firms submitted proposals; and

WHEREAS, Trussell Technologies Inc. (Contractor) was selected based upon their qualifications in accordance with Council Policy 300-07; and

WHEREAS, the City now desires to award a consultant agreement to Contractor for professional design services, engineering estimates, permit documents, construction plans and specifications, design support services during the construction phase and close-out (Agreement); and

WHEREAS, the total contract amount for the Agreement is \$1,303,497.00; and

WHEREAS, San Diego Municipal Code section 22.3207(b), requires a Consultant Agreement for a public works project that exceeds \$1 million be approved by City Council;

NOW, THEREFORE,

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

1. That the Mayor, or his designee, is authorized to execute the Agreement (H2125819) with Trussell Technologies Inc. for design and construction support services for the CIP A-BO.00001 Metro Treatment Plants (B20122, SBWRP Reverse Osmosis System) Project.

2. That the Chief Financial Officer is authorized to expend an amount not to exceed \$1,303,497.00 from CIP A-BO.00001 Metro Treatment Plants (B20122, SBWRP Reverse Osmosis System), Fund 700009, Metro Sewer Utility CIP for the purpose of executing the Agreement.

APPROVED: MARA W. ELLIOTT, City Attorney

By /s/ Adam R. Wander
Adam R. Wander
Deputy City Attorney

ARW:cw
03/02/22
Or.Dept: Engineering & Capital Projects
CC No.: N/A
Doc. No.: 2902392
Companion to: R-2022-337

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego at this meeting of MAR 15 2022.

ELIZABETH S. MALAND
City Clerk

By [Signature]
Deputy City Clerk

Approved: 3/24/22
(date)

[Signature]
TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on MAR 15 2022, by the following vote:

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

Date of final passage MAR 24 2022.

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

AUTHENTICATED BY:

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

(Seal)

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

By , Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 313982

Passed by the Council of The City of San Diego on March 15, 2022, by the following vote:

YEAS: LACAVA, CAMPBELL, WHITBURN, MONTGOMERY STEPPE, CATE, CAMPILLO, MORENO, & ELO-RIVERA.

NAYS: NONE.

NOT PRESENT: VON WILPERT.

RECUSED: NONE.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)


By: Matthew R. Hilario, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of RESOLUTION NO. R-313982 approved on March 15, 2022. The date of final passage is March 24, 2022.

ELIZABETH S. MALAND

City Clerk of the City of San Diego, California

(Seal)

By:  _____, Deputy