

**CITY OF CHULA VISTA
CONSULTANT SERVICES AGREEMENT
WITH AFFORDABLE DRAIN SERVICES, INC. DBA AFFORDABLE PIPELINE SERVICES
TO PROVIDE STORM DRAIN COLLECTION SYSTEM CONDITION ASSESSMENT AND
EVALUATION**

This Agreement is entered into effective as of ["Effective Date"]¹ by and between the City of Chula Vista, a chartered municipal corporation ("City") and Affordable Drain Services, Inc. dba Affordable Pipeline Services, [a California Corporation] ("Consultant") (collectively, the "Parties" and, individually, a "Party") with reference to the following facts:

RECITALS

WHEREAS, [the City of Chula Vista has over 94,000 linear feet of Corrugated Metal Pipe (CMP) that convey storm water runoff to different watersheds throughout the City]; and

WHEREAS, [some of these CMPs have been exposed to harsh environment and might have sustained some deterioration and need to be either replaced or relined to contain and convey storm water runoff and to prevent structural failure of the pipe and sinkholes]; and

[WHEREAS, in 2005, Hirsh & Company completed the last condition assessment of CMPs for the City; and

WHEREAS, the City desires to retain a firm to provide a re-assessment of these CMPs in order to establish an updated priority list for the CMP Rehabilitation Capital Improvement Program; and

WHEREAS, on June 19, 2017, the City of Chula Vista's Engineering Division received three (3) proposals to provide consultant services for the evaluation of CMPs; and

WHEREAS, City staff has been satisfied with the work previously performed by Consultant; and

WHEREAS, the Consultant selection process has been conducted in accordance with Ordinance 3400 and Section 2.56.110C of the Chula Vista Municipal Code. The selection panel has determined that Consultant is the firm best qualified to undertake the services described in the Agreement; and |

WHEREAS, Consultant warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Consultant to City in accordance with the time frames and the terms and conditions of this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

¹ City of Chula Vista Agreement No.: [OBTAIN FROM CITY CLERK x5961]
Consultant Name: [Affordable Drain Services, Inc. dba Affordable Pipeline Services]

OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Consultant hereby agree as follows:

1. SERVICES

1.1 Required Services. Consultant agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Consultant, from time to time, reduce the Required Services to be performed by the Consultant under this Agreement. Upon doing so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Consultant provide additional services related to the Required Services (“Additional Services”). If so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Consultant expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Consultant of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Consultant or its subcontractors/sub-consultants.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Consultant to provide additional security for performance of its duties under this Agreement, Consultant shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Consultant shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Consultant shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Consultant shall submit for City’s information and approval a list of any and all subcontractors to be used by Consultant in the performance of the

Required Services. Consultant agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Consultant to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Consultant under this Agreement, Consultant shall ensure that each and every subcontractor carries out the Consultant's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Consultant's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Consultant in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Consultant agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Consultant must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Consultant. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Consultant for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon City review and determination of Project Completion, the holdback amount will be issued to Consultant.

2.5 Reimbursement of Costs. City may reimburse Consultant's out-of-pocket costs incurred by Consultant in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Consultant shall be responsible for any and all out-of-pocket costs incurred by Consultant in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Consultant for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Consultant, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Consultant understands and agrees that payment to the Consultant or reimbursement for any Consultant costs related to the performance of Required Services does not constitute

a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Consultant of the terms of this Agreement. If City determines that Consultant is not entitled to receive any amount of compensation already paid, City will notify Consultant in writing and Consultant shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Consultant must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the "Required Insurance"). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A X. For Workers' Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Consultant must include all sub-contractor/sub-consultants as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-contractor/sub-consultants must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City's Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Consultant's insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be "Primary." Consultant's general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Consultant and in no way relieves Consultant from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days' prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Consultant must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Consultant's insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Consultant waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Consultant shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Consultant has obtained the Required Insurance in compliance with the terms of this Agreement. The words “will endeavor” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The “Retro Date” must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date of this Agreement, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Consultant’s obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Consultant maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Consultant shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, “Indemnified Parties”), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys’ fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Consultant, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Consultant's obligations under this Section 4 is Consultant's obligation to defend, at Consultant's own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Consultant shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Consultant's Obligations Not Limited or Modified. Consultant's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Consultant. Furthermore, Consultant's obligations under this Section 4 shall in no way limit, modify or excuse any of Consultant's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Consultant agrees to pay any and all costs City incurs in enforcing Consultant's obligations under this Section 4.

4.6 Survival. Consultant's obligations under this Section 4 shall survive the termination of this Agreement.

5. FINANCIAL INTERESTS OF CONSULTANT.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and Consultants performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Consultant shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Consultant is required to file a Form 700, Consultant warrants and represents that it has disclosed to City any economic interests held by Consultant, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Consultant warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Consultant or Consultant's subcontractors. Consultant further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Consultant shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Consultant shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Consultant. Such notice shall identify the Default and the Agreement termination date. If Consultant notifies City of its intent to cure such Default prior to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Consultant up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Consultant shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Consultant as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Consultant may be entitled to compensation for work satisfactorily performed prior to Consultant's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Consultant of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Consultant shall immediately cease all work under the Agreement and promptly deliver all "Work Product" (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Consultant shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City's value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Consultant hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Consultant agrees that it is subject to personal jurisdiction in California. If Consultant is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Consultant irrevocably consents to service of process on Consultant by first

class mail directed to the individual and address listed under "For Legal Notice," in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively "Work Product") shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Consultant in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Consultant, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Consultant shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Consultant's unique qualifications and traits. Consultant shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City's prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Consultant warrants and represents that they have the authority to execute same on behalf of Consultant and to bind Consultant to its obligations hereunder without any further action or direction from Consultant or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Consultant agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Consultant is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents ("Consultant Related Individuals"), except as set forth in this Agreement. No Consultant Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Consultant Related Individuals; instead, Consultant shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Consultant shall not at any time or in any manner represent that it or any of its Consultant Related Individuals are employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.


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**SIGNATURE PAGE
CONSULTANT SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Consultant agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

AFFORDABLE DRAIN SERVICES, INC.
DBA AFFORDABLE PIPELINE SERVICES

CITY OF CHULA VISTA

BY: 
Duane Johnson
Vice President

BY: _____
Choose a signatory.
Choose the signatory's title. |

[ATTEST²

BY: _____
Donna R. Norris, CMC
City Clerk

APPROVED AS TO FORM

BY: _____
Glen R. Googins
City Attorney

² Attestation signature only required if the Mayor signs the Agreement. If Mayor is not signing agreement, delete entire attestation signature block.

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Roberto Yano
276 Fourth Ave, Chula Vista CA 91910
619-409-3805
RYano@ChulaVistaCA.org

For Legal Notice Copy to:
City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.gov

B. Consultant Contract Administration:

AFFORDABLE DRAIN SERVICES, INC. DBA AFFORDABLE PIPELINE SERVICES
8340 Juniper Creek Lane San Diego CA 92126
858-689-4000
djohnson@affordabledrain.com

For Legal Notice Copy to:
Duane Johnson
8340 Juniper Creek Lane, San Diego, CA 92126
858-689-4000
djohnson@affordabledrain.com

2. Required Services

A. General Description:

CCTV assessment, evaluation, and measurement of CMP storm drain pipe

B. Detailed Description:

TASK NO. 1a and 2a; CCTV ASSESSMENTS OF CMP STORM DRAINS

CCTV Assessment

Consultant shall provide all equipment required to perform the CCTV assessments as specified, including specialized televising equipment, self-propelled cameras, flotation mounted cameras, and hand carried equipment. Video assessment shall be performed by a certified NASSCO Pipeline Assessment & Certification Program (PACP) trained operator. Contractor shall provide an internal assessment of all pipelines shown in Exhibit "A". In the event the Contractor cannot televise a pipe segment from the

upstream to downstream direction, Contractor shall televise the segment from the downstream to upstream direction (reverse pull, RP).

The intent of the contract is to televise without cleaning or removing debris/refuse; however, if the Consultant's attempt to perform the assessment in both directions has failed, Consultant shall recommend cleaning work to the City. The City will either handle the cleaning, or get a quote from the Consultant to do the cleaning; the City may authorize the Consultant to do the cleaning. The City will compensate the Contractor for the cleaning work based on the agreeable quote. The Consultant will be compensated based upon total televised length of pipe. If a pipe segment consists of televising from upstream access and the downstream access point, the total combined footage will be paid. Consultant shall maintain a log of all CCTV assessment activities including time and date of site work. During the CCTV assessment, the camera shall stop at all defects and significant observations as defined by PACP to ensure a clear and focused view of the pipe condition and the camera head at the defect shall be rotated to allow for adequate evaluation at a later time. All defects and significant observations as defined by PACP shall include a text overlay of the recorded observation.

The video recordings, photographs, and data shall be reviewed by the City for focus, lighting, clarity of view, and technical quality. Videos or photographs recorded while a camera has flipped over in the process of traveling or the viewing of laterals, obstructions, or defects are blocked by cables, skids or other equipment will not be accepted.

Shape, focus, proper lighting, and clear, distortion-free viewing during the camera operations shall be maintained. Failure to maintain these conditions will result in the rejection of the video and/or photographs by the City.

Videos or photographs recorded showing steam, inadequate lighting, or other poor image quality will be cause for rejection by City.

Any reach of CMP where recording quality, assessment, and/or report is not acceptable according to this Technical Specifications to the City shall be re-televised, or data modified at no cost to the City. Contractor shall record observations and comments for the CCTV assessments into a database record associated with each video. This database shall be provided to the City in both Flexidata and PACP database format.

CCTV Equipment

The CCTV equipment provided by the Contractor shall include television camera, television monitor, cables, power source, lighting and other equipment necessary to the televising operation. All equipment inserted into a storm drain shall be of a type and design which provides protection from hazards arising from the combustibility and flammability of vapors, liquids, gases, dusts or fibers. Safety requirements for all equipment or devices which will be in the storm drains (Confined Space) shall comply with all existing CAL-OSHA safety requirements. During the assessment, if a camera will not pass through the entire pipeline section, Contractor shall reset the equipment at the other manhole and attempt to inspect the section of the pipe from the opposite direction. Assessment logs for this reach shall include an identification of the nature and location of the blockage. The camera equipment shall provide the

required view without submergence of the camera lens. Camera monitoring/operating equipment shall be located within a temperature controlled van.

Color Television Cameras

The color television cameras used for assessment shall be specifically designed and constructed to televise storm drains, and provide a clear, noise free image. Cameras used shall include footage counter accurate to 1 foot or better. The cameras shall have a rotary head with rotational pan and tilt movement in order to allow a full circumferential assessment and observe all portions of the pipeline. Cameras shall have a high resolution lens capable of spanning 360 degrees circumference and 270 degrees on a horizontal axis to televise pipelines. Optical focal distance shall be adjustable through a range of 1" to infinity. Cameras shall have a minimum 3X optical zoom capability. The camera source image capture shall provide an image with a minimum resolution of 320 x 240 pixels capture. The cameras shall be operative while submerged.

Hand Carry Equipment

CCTV equipment and appurtenant equipment for televising pipelines shall be hand carried into canyon and open space areas where necessary. Hand carry equipment shall be designed for disassembly as required in order that it can be hand carried by the CCTV crew to the manhole access locations with minimal environmental impact. Electrical power for the CCTV equipment shall be supplied by small hand carried generator units with a decibel rating of less than 60 dB. These units shall be designed for quiet engine exhaust operation.

Confined Space Entry

Where necessary, Contractor shall perform confined space entry into the manholes in order to access a facility for televising. Technicians are required to be CAL-OSHA certified for confined space entry, following all related CAL-OSHA guidelines and safety measures, using the proper safety equipment for the job.

Safety Requirements Representative –

Contractor shall comply with the requirements of CAL-OSHA. Contractor shall identify a Safety Representative who is located nearby to ensure compliance with safe working procedures. These duties shall include, but not be limited to: site assessment, incident investigation, employee training, preparation and updating site specific safety and health plans, preparation of Job Safety Analysis (JSA), enforcement of safety requirements, and reports as required by CAL-OSHA and the CITY.

Picture Quality and Assessment

To insure optimum picture quality throughout all conditions encountered during the televising, lighting intensity and camera focus shall be controllable from the monitoring station. Lighting for the camera shall reduce relative glare and camera quality shall be suitable to allow a clear, in focus picture with accurate color representation of the entire periphery of the pipe and the pipe joints for all conditions. Lighting shall be adequate for the diameter, type, texture and interior color of the pipe being inspected. The picture at all times shall be free of electrical interference and provide a clear, stable image at the resolutions specified. Any out of focus video recordings, or significant portions thereof, shall be cause for rejection of the video recording and will require re-televising at the Contractor's expense and at no additional cost to the City. The travel speed of the camera shall be uniform. The rate shall be set

between 30 feet per minute to 60 feet per minute, depending on pipe conditions. Where the pipeline has no or minimal apparent defects, the higher speed may be used as discussed/pre-approved by the City. Any means of propelling the camera through the pipeline that would exceed this rate of speed or produce non-uniform or jerky camera movements will not be acceptable. The camera shall clearly show all conditions and defects. The purpose of the rotating head camera is to view all service connections, and to locate all defects, as well as any pipeline problem conditions. The camera shall be moving through the storm drain section at a uniform rate, stopping and rotating the camera head at each defect and service connection to allow adequate evaluation. Contractor shall stop for at least fifteen (15) seconds to properly document the condition of the lateral, size and location, and observed structural defects such as misalignment, offset joints, protruding lateral taps, cracked pipe, roots in pipe, roots from laterals, sags in profile, and other pertinent observations as they are encountered. The camera will pause as necessary and pan/tilt/rotate to clearly show CMP condition and structural defects from the channel and lower manhole area to the upper CMP area as viewable by the camera. The camera operator shall record all fault conditions and other required information as a narrative on the video. The narrative shall be sufficiently free from electrical interference and/or background noise so that the narration is completely intelligible. The audio narrative shall describe all notable defects found including the location in feet from the upstream CMP and a description of each defect.

Assessment Codes

Contractor shall rate the assessment using Nassco Pipeline Assessment Certification Program (PACP) 6.0 codes criteria. All CCTV operators and quality control personnel shall be PACP certified, copies of the certificates with certificate number must be provided to the City prior to begin work.

Contractor shall use the comments field to provide detailed information about individual observations. For frequently recurring defects or defects that are continuing a PACP continuing defects code will be allowed.

CCTV Assessment Video

Consultant shall provide a video of the CCTV assessments with a narrative describing the findings as detailed below:

The video shall include the following opening text:

- a) Site location,
- b) Time/date,
- c) City Facility Number.
- d) Identification number of the upstream access point
- e) identification number of the downstream access point
- f) A voice narrative commenting on the above data shall accompany the text screens.

Continuously displayed on the monitors and recorded on the video shall be the Facility Number, the direction of the survey, the manholes associated with the storm drain, pipe size, pipe material, identified fault conditions and a continuous readout of the camera distance from the starting manhole.

As observations are made during the CCTV assessment, the PACP codes shall be displayed on the video and the narrative shall describe the observation. The video shall be recorded in MPG4 format. The video shall be at 30 frames per second. Consultant shall provide an initial submittal at the start of televising work demonstrating the typical video and audio quality to be provided for approval by the City. This submittal shall note any proposed changes to the specification regarding video format, data processing, compression or other condition for review and approval by the City.

CCTV Assessment Data

Consultant shall record observations and comments for the CCTV assessments into Flexidata database. Data shall be provided to the City in both Flexidata database and in a PACP database.

RED FLAG NOTIFICATIONS

When emergency conditions are discovered during contract work, Consultant shall notify the City of emergency repair requirements within twenty-four (24) hours of discovery by contacting Dave McRoberts at the City of Chula Vista Wastewater and Stormwater Operations Manager, at (619) 397-6009, or at email address dmcroberts@chulavistaca.gov. The next business day a report of the red flag condition should be emailed to Tim Weinman at tweinman@chulavistaca.gov. The person conducting the work shall determine emergency conditions. A red flag emergency notification shall include:

- a. Facility number
- b. Identification number of the upstream access point
- c. identification number of the downstream access point
- d. Location description.
- e. Description of red flag
- f. Approximate location of red flag from the beginning access point
- g. Digital picture of the red flag; and
- h. Video should be provided, if available.

The final logs shall be processed by the Consultant and forwarded to the City no later than one (1) week from the date of the discovery. Consultant shall maintain a record of all Red Flag Notifications submitted.

The City shall provide the Consultant with maps outlining and listing the CMP to be inspected. When submitting invoices, the Consultant shall mark these maps and shall submit log sheets listing Pipe ID number of the inspected CMP, CMP's location, size of CMP, date of assessment, and names of personnel who did the work, and any comments pertaining to pipe condition.

Data Review

The Consultant must review the film files using PACP certified personnel. Consultant is responsible for reviewing collected data, coding observations, and completing a full PACP evaluation of each inspected CMP Pipe.

FIELD SUPERVISION AND TRAFFIC CONTROL

The Consultant shall provide proper supervision at the job site during all phases of work and shall be responsible for coordinating the work to be done including traffic control. Work could take place in alley's, parking lots, and major busy streets. The Consultant shall provide copies of all applicable licenses and permits for administering the traffic control and inspecting the CMP as required by the State and the City.

Traffic control shall be administered to the satisfaction of the City of Chula Vista Traffic Division. Prior to start the CMP assessment, the Consultant shall submit typical traffic control plans to be approved by the City of Chula Vista, Traffic Division.

REPORT SUBMITTALS

Project Report Hard Copy Submittals

Consultant shall compile and organize data from CMP Assessments, CCTV Assessments, and Condition Assessments. The information presented in the reports shall be presented in an orderly manner with pipeline assessment reports preceding CMP assessment reports for the same areas. Consultant shall present a Sample Report for review and approval by the City.

Electronic submittals

Electronic submittals shall be made on a portable USB hard drive. Each submittal shall be contained in a 'folder' on a hard drive. All data for the submittal shall be contained in the folder for the submittal. Consultant shall provide the portable hard drives for the submittals, including all necessary power cords, transformers, cables and software. At the completion of the contract work all of the electronic data for the contract work shall be contained on the submitted drives. All electronic deliverables shall have printed labels for identification and storage

All assessment video (with audio). One file shall be provided for each storm drain system televised. In the case of pipe being CCTV from multiple directions, the Consultant shall provide all videos.

Deliverables

1. Draft Project Report (three [3] copies)
2. Final Project Report (three [3] copies)
3. Project Report Electronic Submittals in PDF format.
4. Portable Drive containing all videos and pictures

TASK NO.1B AND 2B: PIPE SIZING

It is the Consultant's responsibility to verify the provided pipe dimensions. The Consultant shall use any industry recognized method necessary to confirm the existing pipe dimension.

CLEANING

Should the Consultant or The City determine a line needs to be cleaned. The Consultant will submit an itemized estimate for the necessary work in order to remove any debris or obstacles, and dispose of removed debris in provide a more accurate condition assessment. The City will have the option to accept the estimate, or have the segment cleaned with City crews or accept the assessment without cleaning

3. **Term:** In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin [on September 27th, 2017] and end on [May 1, 2018] for completion of all Required Services.

4. Compensation:

A. Form of Compensation

Fixed Fee Paid in Increments. For the completion of each Deliverable of the Required Services, as identified in section 2.B., above, City shall pay the fixed fee associated with each Deliverable, in the amounts set forth below:

Task No.	Deliverable	Amount
1A	CMP CCTV Assessment (Inside ROW)	\$41,103.45
1B	CMP Pipe Size Measurement (Inside ROW)	\$12,960.00
2A	CMP CCTV Assessment (Outside ROW)	\$74,748.15
2B	CMP Pipe Size Measurement (Outside ROW)	\$20,160.00

For a total amount of \$148,971.60, including all Materials, and other "reimbursables" ("Maximum Compensation"). The Consultant shall be compensated in accordance to the following pricing schedule:

Phase IA (inside ROW)			
Storm Drain CMP Assessment and Evaluation			
Pipe Diameter	Length (feet)	Cost Per Linear Foot	Cost
12	386	2.55	\$984.30
15	38	2.55	\$96.90
18	2,541	2.55	\$6,479.55
21	94	2.55	\$239.70
24	3,028	2.55	\$7,721.40
27	219	2.55	\$558.45
30	670	2.55	\$1,708.50
36	1,935	2.55	\$4,934.25
42	643	2.55	\$1,639.65
43	91	2.55	\$232.05

48	160	2.55	\$408.00
54	436	2.55	\$1,111.80
60	1,262	2.55	\$3,218.10
78	165	2.55	\$420.75
180	51	2.55	\$130.05
Total	11,719	Total Cost of Assessment and Evaluation	
		\$29,883.45	

Phase IA (inside ROW)				
Storm Drain CMP Assessment and Evaluation				
Pipe Height	Pipe Width	Length (feet)	Cost Per Linear Foot	Cost
11	18	42	2.55	\$107.10
12	18	18	2.55	\$45.90
13	22	251	2.55	\$640.05
15	21	251	2.55	\$640.05
16	25	35	2.55	\$89.25
18	29	296	2.55	\$754.80
20	28	409	2.55	\$1,042.95
22	36	258	2.55	\$657.90
24	35	309	2.55	\$787.95
24	36	7	2.55	\$17.85
25	33	135	2.55	\$344.25
25	34	33	2.55	\$84.15
27	43	641	2.55	\$1,634.55
29	42	88	2.55	\$224.40
31	50	415	2.55	\$1,058.25
33	49	59	2.55	\$150.45
36	22	40	2.55	\$102.00
40	65	659	2.55	\$1,680.45
42	29	183	2.55	\$466.65
44	72	62	2.55	\$158.10
57	38	107	2.55	\$272.85
66	120	102	2.55	\$260.10

Total	4,400	Total Cost of Assessment and Evaluation
		\$11,220.00

Phase IB (Inside ROW)				
Storm Drain Round CMP Size Measurement				
Pipe Diameter		# of Segments	Cost Per Segment	Cost
12		10	\$90.00	\$900.00
15		1	\$90.00	\$90.00
18		28	\$90.00	\$2,520.00
21		2	\$90.00	\$180.00
24		20	\$90.00	\$1,800.00
27		1	\$90.00	\$90.00
30		4	\$90.00	\$360.00
36		13	\$90.00	\$1,170.00
42		4	\$90.00	\$360.00
43		1	\$90.00	\$90.00
48		1	\$90.00	\$90.00
54		3	\$90.00	\$270.00
60		5	\$90.00	\$450.00
78		1	\$90.00	\$90.00
180		1	\$90.00	\$90.00
	Total Segments	95	Total Cost of Size Measurement \$8,550.00	

Phase IB (Inside ROW)				
Storm Drain Arched CMP Size Measurement				
Pipe Height	Pipe Width	# of Segments	Cost Per Segment	Cost
11	18	1	\$90.00	\$90.00
12	18	1	\$90.00	\$90.00
13	22	3	\$90.00	\$270.00

15	21	6	\$90.00	\$540.00
16	25	1	\$90.00	\$90.00
18	29	3	\$90.00	\$270.00
20	28	2	\$90.00	\$180.00
22	36	3	\$90.00	\$270.00
24	35	2	\$90.00	\$180.00
24	36	1	\$90.00	\$90.00
25	33	2	\$90.00	\$180.00
25	34	1	\$90.00	\$90.00
27	43	5	\$90.00	\$450.00
29	42	1	\$90.00	\$90.00
31	50	4	\$90.00	\$360.00
33	49	2	\$90.00	\$180.00
36	22	1	\$90.00	\$90.00
40	65	6	\$90.00	\$540.00
42	29	1	\$90.00	\$90.00
44	72	1	\$90.00	\$90.00
57	38	1	\$90.00	\$90.00
66	120	1	\$90.00	\$90.00
Total Segments		49	Total Cost of Size Measurement	
			\$4,410.00	

Phase IIA (Outside ROW) Storm Drain CMP Assessment and Evaluation			
Pipe Diameter	Length (feet)	Cost Per Linear Foot	Cost
10	77	\$2.55	\$196.35
12	556	\$2.55	\$1,417.80
15	165	\$2.55	\$420.75
18	8,000	\$2.55	\$20,400.00
21	456	\$2.55	\$1,162.80
24	3,099	\$2.55	\$7,902.45
30	2,185	\$2.55	\$5,571.75

33	32	\$2.55	\$81.60
36	2,980	\$2.55	\$7,599.00
42	1,179	\$2.55	\$3,006.45
48	2,567	\$2.55	\$6,545.85
54	1,131	\$2.55	\$2,884.05
60	111	\$2.55	\$283.05
66	732	\$2.55	\$1,866.60
72	830	\$2.55	\$2,116.50
84	379	\$2.55	\$966.45
144	464	\$2.55	\$1,183.20
180	144	\$2.55	\$367.20
Total	25,087	Total Cost of Assessment and Evaluation	
		\$63,971.85	

Phase IIA (Outside ROW)				
Storm Drain CMP (Arch) Assessment and Evaluation				
Pipe Height	Pipe Width	Length (feet)	Cost Per Linear Foot	Cost
11	18	212	\$2.55	\$540.60
13	22	143	\$2.55	\$364.65
16	25	114	\$2.55	\$290.70
18	29	227	\$2.55	\$578.85
19	26	285	\$2.55	\$726.75
22	36	537	\$2.55	\$1,369.35
25	33	189	\$2.55	\$481.95
27	43	736	\$2.55	\$1,876.80
29	42	196	\$2.55	\$499.80
31	50	207	\$2.55	\$527.85
33	49	636	\$2.55	\$1,621.80
36	22	239	\$2.55	\$609.45
36	58	77	\$2.55	\$196.35
40	65	336	\$2.55	\$856.80
44	72	92	\$2.55	\$234.60
Total		4,226	Total Cost of Assessment and Evaluation	
			\$10,776.30	

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Phase IIB (Outside ROW)			
Storm Drain Round CMP Size Measurement			
Pipe Height	# of Segments	Cost Per Segment	Cost
10	1	\$90.00	\$90.00
12	5	\$90.00	\$450.00
15	1	\$90.00	\$90.00
18	88	\$90.00	\$7,920.00
21	2	\$90.00	\$180.00
24	22	\$90.00	\$1,980.00
30	15	\$90.00	\$1,350.00
33	1	\$90.00	\$90.00
36	15	\$90.00	\$1,350.00
42	7	\$90.00	\$630.00
48	14	\$90.00	\$1,260.00
54	9	\$90.00	\$810.00
60	1	\$90.00	\$90.00
66	2	\$90.00	\$180.00
72	3	\$90.00	\$270.00
84	1	\$90.00	\$90.00
144	4	\$90.00	\$360.00
180	2	\$90.00	\$180.00
Total Segments	193	Total Cost of Size Measurement	\$17,370.00

Phase II (outside ROW)				
Storm Drain Arched CMP Size Measurement				
Pipe Height	Pipe Width	# of Segments	Cost Per Segment	Cost
11	18	1	\$90.00	\$90.00
13	22	2	\$90.00	\$180.00
16	25	1	\$90.00	\$90.00
18	29	4	\$90.00	\$360.00
19	26	3	\$90.00	\$270.00

22	36	2	\$90.00	\$180.00
25	33	1	\$90.00	\$90.00
27	43	4	\$90.00	\$360.00
29	42	1	\$90.00	\$90.00
31	50	1	\$90.00	\$90.00
33	49	4	\$90.00	\$360.00
36	22	4	\$90.00	\$360.00
36	58	1	\$90.00	\$90.00
40	65	1	\$90.00	\$90.00
44	72	1	\$90.00	\$90.00
Total Segments		31	Total Cost of Size Measurement \$2,790.00	

B. Reimbursement of Costs

None, the compensation includes all costs |

5. Special Provisions: CHECK ANY THAT APPLY OR SELECT "NONE," AND DELETE ALL INSTRUCTIONS.

Permitted Sub-Contractor/Sub-Consultants: {"None"}

Other:

Prevailing Wage Rates. Consultant and each of its subconsultants/subcontractors will comply with the State of California's prevailing wage rate requirements in accordance with California Labor Code, and all Federal, State, and local laws and ordinances applicable to persons employed by them for public works in a covered work classification. When prevailing wages apply to the Required Services the wage rates and transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations, State of California (DIR). The State's prevailing wage rates determinations are available from the DIR home page at www.dir.ca.gov/oprl/. The City has ascertained that general prevailing wage rates are applicable to all or a portion of the work to be performed for the Required Services. To verify compliance with State prevailing wage requirements, the DIR maintains an online registry of contractors to which Consultant and/or its subconsultants/subcontractors will be required to submit certified payrolls. Subject to the exceptions provided in the California Labor code, no Consultant or any of its subconsultants/subcontractors shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless currently registered with the DIR and qualified to perform public work pursuant to California Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR. Nothing contained above shall be construed to any way limit Consultant's obligations to comply with all laws and regulations.

**EXHIBIT B
INSURANCE REQUIREMENTS**

Consultant shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input checked="" type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for City* Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01 <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	

Other Negotiated Insurance Terms: {"NONE"}

EXHIBIT C
CONSULTANT CONFLICT OF INTEREST DESIGNATION

The Political Reform Act³ and the Chula Vista Conflict of Interest Code⁴ (“Code”) require designated state and local government officials, including some consultants, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, consultants designated to file the Form 700 are also required to comply with certain ethics training requirements.⁵

A. Consultant IS a corporation or limited liability company and is therefore EXCLUDED⁶ from disclosure.

B. Consultant NOT a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES
(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

<i>Name</i>	<i>Email Address</i>	<i>Applicable Designation</i>
[Enter Name of Each Individual Who Will Be Providing Service Under the Contract – <i>If individuals have different disclosure requirements, duplicate this row and complete separately for each individual</i>]	[Enter email address(es)]	<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (<i>select one or more of the categories under which the consultant shall file</i>): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> C. Excluded from Disclosure

1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Consultant,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Consultant will provide. Notwithstanding this designation or anything in the Agreement, the Consultant is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the consultant’s requirement to comply with the disclosure requirements set forth in the Code.

Completed by: Tim Weinman

3 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

4 Chula Vista Municipal Code §§2.02.010-2.02.040.

5 Cal. Gov. Code §§53234, *et seq.*

6 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).