

<b>REQUEST FOR COUNCIL ACTION</b> CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) pending
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Works/Engineering-Field	DATE: 05/24/2012
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SUBJECT: As-Needed Professional Construction Management Services Agreement with SAIC Energy, Environmental & Infrastructure

PRIMARY CONTACT (NAME, PHONE): Dave Zoumaras, 858-627-3201 MS#18	SECONDARY CONTACT (NAME, PHONE): Michael Marks, 858-627-3253 MS#18
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**COMPLETE FOR ACCOUNTING PURPOSES**

FUND	700009				
DEPT / FUNCTIONAL AREA	OTHR-00000000-PR				
ORG / COST CENTER	2012111216				
OBJECT / GENERAL LEDGER ACCT	512025				
JOB / WBS OR INTERNAL ORDER	S-00322.06.02				
C.I.P./CAPITAL PROJECT No.					
AMOUNT	\$1,000.00	0.00	0.00	0.00	0.00

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

**COST SUMMARY (IF APPLICABLE):**

**ROUTING AND APPROVALS**

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	Water Department ORIG DEPT.	Heinrichs, Tony	6/12/2012
Debt Management	Equal Opportunity Contracting CFO		
Liaison Office	DEPUTY CHIEF		
Financial Management	COO	Goldstone, Jay	9/27/2012
Comptroller	CITY ATTORNEY	Mercer, Mark	9/28/2012
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF:     RESOLUTIONS     ORDINANCE(S)     AGREEMENT(S)     DEED(S)

1. Authorize the Mayor, or his designee, to execute an agreement with SAIC Energy, Environmental & Infrastructure to provide as-needed professional construction management services in an amount not to exceed

<p>\$5,000,000, and;</p> <p>2. Authorize the Chief Financial Officer to expend an amount not to exceed \$5,000,000 over 5 years for the purpose of funding the As-Needed Professional Construction Management Services Agreement with SAIC Energy, Environmental &amp; Infrastructure contingent upon the City Comptroller furnishing a certificate certifying that funds are, or will be, on deposit with the City Treasurer, and;</p> <p>3. Authorize the Chief Financial Officer to expend \$1,000 from CIP S-00322, Metropolitan Biosolids Center – Additional Biosolids Storage Silos 9 and 10, Fund 700009, for the purpose of executing this agreement and meeting minimum contract requirements. Funding for future tasks will be funded by the CIP projects requiring these services contingent upon the City Comptroller furnishing a certificate certifying the funds are, or will be on deposit with the City Treasurer.</p>	
<p><b>STAFF RECOMMENDATIONS:</b> Adopt the resolutions</p>	
<p><b>SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)</b></p>	
<p><b>COUNCIL DISTRICT(S):</b></p>	<p>City-Wide</p>
<p><b>COMMUNITY AREA(S):</b></p>	<p>City-Wide</p>
<p><b>ENVIRONMENTAL IMPACT:</b></p>	<p>This activity is not a “project” as defined in CEQA Guidelines Section 15378 because it involves the performance of as-needed professional construction management services which on its own accord will not cause any significant environmental impacts. As such, this activity is not subject to CEQA pursuant to Section 15060(c)(3).</p>
<p><b>CITY CLERK INSTRUCTIONS:</b></p>	<p>Upon Council approval, please forward two (2) copies of the 1472 and the Resolutions to Joanne Ferrer, Assoc. Management Analyst at the Project Implementation and Technical Services Division, MS 908A.</p>

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

DATE: 05/24/2012

ORIGINATING DEPARTMENT: Public Works/Engineering-Field

SUBJECT: As-Needed Professional Construction Management Services Agreement with SAIC Energy, Environmental & Infrastructure

COUNCIL DISTRICT(S): City-Wide

CONTACT/PHONE NUMBER: Dave Zoumaras/858-627-3201 MS#18

**DESCRIPTIVE SUMMARY OF ITEM:**

The City utilizes the As-Needed Professional Construction Management Services Agreement to perform various construction management services in support of the execution of the Capital Improvement Program. This item will retain the services of SAIC Energy, Environmental & Infrastructure to provide those construction management services on an as-needed, hourly fee basis. The maximum contract cost shall not exceed \$5,000,000 and the contract has a maximum duration of five years.

**STAFF RECOMMENDATION:**

Adopt the resolutions

**EXECUTIVE SUMMARY OF ITEM BACKGROUND:**

Currently, the Field Engineering Division of the Public Works Department provides construction management, inspection, material testing and land surveying services for public improvements and private land development projects. It is anticipated that during peak workloads it will be necessary from time to time to utilize an as-needed construction management firm to augment city staff under the direction of city field engineering staff. In addition, certain projects may require specific technical expertise and the need for specialty inspections such as ICC (International Code Council), National Electric Code (NEC), welding etc., which are unavailable in house. This will assist the department in meeting the Public Utilities Department's requirements from the Department of Public Health of 10 miles of water main replacement per year and their consent decree requirements of 45 miles of rehab/replacement per year required through FY 2013, and other infrastructure projects such as paving and ADA projects.

This agreement will retain the services of a construction management firm to provide professional construction management services on an as-needed, hourly fee basis. This agreement stipulates the City will issue a task order(s) with a minimum aggregate value of \$1,000. The maximum contract cost shall not exceed \$5,000,000 and the contract has a maximum duration of five (5) years.

The City utilizes As-Needed Consultant Services for a variety of professional services for its projects. As-Needed Consultants provide services within specific disciplines for projects citywide. Task orders are issued for projects on an as-needed basis based upon work load.

The City advertised the Contract and issued a Request for Proposals for As-Needed Construction Management Services on November 10, 2011 in the San Diego Daily Transcript, the City's website for bid and contract opportunities and Integrated Marketing Systems (a lead service for

notifying consultants of upcoming contracting opportunities). Nine firms responded to the advertisement and three firms were shortlisted to be interviewed by the interview selection panel based on their qualifications and evaluation criteria listed in the Request For Proposals. On March 3, 2012 the short listed firms were interviewed. SAIC Energy, Environmental & Infrastructure was selected as highly qualified. The City will utilize the expertise of SAIC Energy, Environmental & Infrastructure for construction management services to augment City staff for various Capital Improvement Projects. Services will be provided on an as-needed basis.

**FISCAL CONSIDERATIONS:**

The City agrees to issue a task order(s) with the minimum aggregate value of \$1,000 to SAIC Energy, Environmental & Infrastructure. Funding for this minimum guaranteed amount of \$1,000 will come from CIP S-00322, Metropolitan Biosolids Center – Additional Biosolids Storage Silos 9 and 10, Fund 700009. The maximum contract amount shall not exceed \$5,000,000. Funding for future tasks will be funded by the CIP projects requiring these services.

**EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):**

Funding Agency: City of San Diego

Goals: 20% Voluntary (SLBE/ELBE)

Subconsultant Participation: Due to the nature of this as-needed contract, the participation will be reviewed based upon issuance of individual tasks. SAIC Energy, Environmental & Infrastructure has identified that the following firms are likely to be used on tasks with a projected involvement as follows:

Subconsultant Participation: \$2,550,000 (51%)  
    \$1,375,000 SLBE/ELBE (27.5%)  
    \$1,150,000 MBE (23%)  
    \$25,000 OBE (0.5%)

Prevailing Wage: Prevailing Wages apply if required

Other: Work Force Report submitted.

Staff will monitor plan and adherence to Non Discrimination Ordinance.

**PREVIOUS COUNCIL and/or COMMITTEE ACTION** (describe any changes made to the item from what was presented at committee):

This item will be scheduled to be heard at the Land Use and Housing Committee on October 17, 2012.

**COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:**

City staff and the consultant will work with the communities as applicable for projects receiving services by this agreement.

**KEY STAKEHOLDERS AND PROJECTED IMPACTS:**

City-wide community areas, city-wide water and sewer customers

Heinrichs, Tony

Originating Department

Goldstone, Jay  
Deputy Chief/Chief Operating Officer

RESOLUTION NUMBER R-\_\_\_\_\_

DATE OF FINAL PASSAGE \_\_\_\_\_

A RESOLUTION OF THE COUNCIL OF THE CITY OF  
SAN DIEGO AUTHORIZING THE AS-NEEDED  
PROFESSIONAL CONSTRUCTION MANAGEMENT  
SERVICES AGREEMENT WITH SAIC ENERGY,  
ENVIRONMENTAL & INFRASTRUCTURE AND RELATED  
ACTIONS.

WHEREAS, the City of San Diego utilizes the As-Needed Professional Construction Management Services Agreement to perform various construction management services in support of the execution of the Capital Improvement Program; and

WHEREAS, this item will retain the services of SAIC Energy, Environmental & Infrastructure to provide those construction management services on an as-needed, hourly fee basis; 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, for and on behalf of the City, a contract for the purpose of funding the As-Needed Professional Construction Management Services Agreement with SAIC Energy, Environmental & Infrastructure in an amount not to exceed \$5,000,000 over 5 years, in accordance with the terms and conditions set forth in the Agreement, on file in the Office of the City Clerk as Document No. \_\_\_\_\_.

2. That the Chief Financial Officer is authorized to expend an amount not to exceed \$5,000,000 over 5 years for the purpose of funding the As-Needed Professional Construction Management Services Agreement with SAIC Energy, Environmental & Infrastructure contingent upon the Chief Financial Officer first furnishing a certificate demonstrating that funds are, or will be, on deposit with the City Treasury.

3. That the Chief Financial Officer is authorized to expend \$1,000 from CIP S-00322, Metropolitan Biosolids Center – Additional Biosolids Storage Silos 9 and 10, Fund 700009, for the purpose of executing this agreement and meeting minimum contract requirements and, funding for future tasks will be funded by the CIP projects requiring these services contingent upon the Chief Financial Officer furnishing a certificate demonstrating the funds are, or will be on deposit with the City Treasury.

4. That the Chief Financial Officer is authorized, upon advice from the administering department, to transfer excess budgeted funds, if any, to the appropriate reserves.

APPROVED: JAN I. GOLDSMITH, City Attorney

By Mark M. Mercer  
Mark M. Mercer  
Deputy City Attorney

MMM:cw  
09/28/12  
Or.Dept:Public Works/Engineering-Field  
Doc. No. 422345

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

ELIZABETH S. MALAND  
City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Approved: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

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

\_\_\_\_\_  
JERRY SANDERS, Mayor

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
SAIC ENERGY, ENVIRONMENTAL & INFRASTRUCTURE**

**FOR**

**AS-NEEDED CONSULTANT SERVICES**

**FOR**

**CONSTRUCTION MANAGEMENT SERVICES**

**CONTRACT NUMBER: H125638**

**AGREEMENT FOR CONSTRUCTION MANAGEMENT PROFESSIONAL SERVICES**

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## **EXHIBITS**

- Exhibit A - Scope of Services
- Exhibit B - Task Order Authorization
- Exhibit C - Compensation and Fee Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
  - (AA) Work Force Report
  - (BB) Subcontractors List
  - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - Consultant Evaluation Form
- Exhibit I - Vendor Registration Form
- Exhibit J - Contractor Standards Pledge of Compliance
- Exhibit K - Equal Benefits Ordinance Certification of Compliance
- Exhibit L - Regarding Information Requested under the California Public Records Act
- Exhibit M - American with Disabilities Act (ADA) Compliance Certification

**AS-NEEDED AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND SAIC ENERGY, ENVIRONMENTAL & INFRASTRUCTURE  
FOR CONSTRUCTION MANAGEMENT PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and SAIC Energy, Environmental & Infrastructure to provide Professional Services to the City for Construction Management Services on an as-needed basis.

**RECITALS**

The City wants to retain the services of a professional Construction Management firm to provide the Professional Services on an as-needed, hourly fee basis.

The City is concerned that one Construction Management Professional may not be able to meet all the City's needs for the Professional Services in a timely and efficient manner and, therefore, the City may enter into an agreement with more than one Construction Management Professional to provide the Professional Services on an as-needed, hourly basis in exchange for a guaranteed minimum amount of work with each Construction Management Professional.

The Construction Management Professional represents that it has the expertise, experience and personnel necessary to provide the Professional Services on an as-needed, hourly fee basis.

The City and the Construction Management Professional [Parties] want to enter into an Agreement whereby the City will retain the Construction Management Professional to provide, and the Construction Management Professional shall provide, the Professional Services on an as-needed, hourly fee basis [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  
CONSTRUCTION MANAGEMENT PROFESSIONAL SERVICES**

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

**1.1 Scope of Services.** The scope of services will be determined by the City on an as-needed basis and presented to Professional as an individual Task [Task]. The Construction Management Professional shall perform the Professional Services at the direction of the City and as generally set forth in the Scope of Services [Exhibit A] and as more specifically described in each Task Order Authorization [Task Order] [Exhibit B].

**1.1.1 Task Order.** Prior to beginning performance in response to a Task Order, Construction Management Professional shall complete and execute the Task Order which must

be approved in writing by the City. Each Task Order shall include a scope of Professional Services, a cost estimate, and the time for completion. The scope of Professional Services shall include all activities or work reasonably anticipated as necessary for successful completion of each Task presented by the City.

**1.1.2 Non-Exclusivity.** The Construction Management Professional agrees that this Agreement is non-exclusive and that the City may enter into agreements with other Construction Management Professionals to perform substantially the same or similar Professional Services during the term of this Agreement.

**1.2 Task Administrator.** The Public Works Department is the task administrator for this Agreement. The Construction Management Professional shall provide the Professional Services under the direction of a designated representative of the Public Works Department. The City's designated representative will communicate with the Construction Management Professional on all matters related to the administration of this Agreement and the Construction Management 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. Further, 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 designee, unless the Agreement specifies otherwise.

**1.3 City Modification of Scope of Services.** The City may, without invalidating this Agreement, order changes in any Task 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 Construction Management Professional's cost of, or the time required for, the performance of any of the Professional Services, the Construction Management Professional shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Construction Management Professional's compensation 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 Tasks, the Construction Management Professional shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Construction Management Professional shall immediately advise the City in writing of any anticipated changes to any Task, including any changes to the time for completion or the Compensation and Fee Schedule, 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 Construction Management 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 Construction Management Professional, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Construction Management 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 Construction Management Professional, at the time that it was disclosed to the Construction Management Professional by the City, (b) subsequently becomes publicly known through no act or omission of the Construction Management Professional, or (c) otherwise becomes known to the Construction Management 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 Construction Management Professional shall ensure that any plans and specifications prepared, required, or recommended under this Agreement allow for competitive bidding. The Construction Management 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 Construction Management Professional shall submit this written justification to the City prior to beginning work on such plans or specifications. Whenever the Construction Management 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 Task.

## **ARTICLE II DURATION OF AGREEMENT**

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, this Agreement shall be effective for issuing “new” Task Orders for no more than sixty (60) months following the date of its execution by the City, unless said duration is modified in writing by an amendment to this AGREEMENT. Furthermore, the total aggregate duration of Task Orders issued under this Agreement shall not exceed sixty (60) months from the original effective date, unless approved by City Ordinance.

**2.2 Time of Essence.** Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of any Task shall be set forth in the Task Order and shall not exceed the contract duration.

**2.3 Notification of Delay.** The Construction Management Professional shall immediately notify the City in writing if Construction Management Professional experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Task Order. 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 Task, 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 Construction Management Professional to a reasonable extension of time, but such delay shall not entitle the Construction Management 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 Construction Management 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 Construction Management Professional; provided, however, that: (a) this provision shall not apply to, and the Construction Management Professional shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Construction Management Professional; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Construction Management Professional to an extension of time unless the Construction Management Professional furnishes the City, in a timely manner, documentary proof satisfactory to the City of the Construction Management 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 Construction Management 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 Construction Management 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 Construction Management Professional a sum equivalent to the reasonable value of the Professional Services the Construction Management Professional has performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Construction Management Professional. The City may then require the Construction Management Professional to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Construction Management 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 Construction Management 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 Construction Management Professional. After termination of this Agreement, the Construction Management Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Construction Management Professional's Professional Services under this Agreement. For services rendered in completing the work, the Construction Management Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Construction Management Professional before the effective date of termination. After filing of documents and completion of performance, the Construction Management Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to the Construction Management

Professional's Professional Services on all Task(s). By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Construction Management 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 Construction Management Professional fails to perform or adequately perform any obligation required by this Agreement, the Construction Management Professional's failure constitutes a Default. A Default includes the Construction Management Professional's failure to complete the Professional Services within the time for completion as set forth in the Task Order. If the Construction Management 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 Construction Management Professional, and any person claiming any rights by or through the Construction Management 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 Construction Management Professional.

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** The City shall pay the Construction Management Professional for performance of all Professional Services rendered in accordance with this Agreement, including all reasonably related expenses, in an amount not to exceed \$5,000,000. The City agrees to issue at least one or more Task Orders with a minimum aggregate value of \$1,000.00 to the Construction Management Professional.

**3.2 Manner of Payment.** The City shall pay the Construction Management Professional in accordance with the Compensation and Fee Schedule [Exhibit C]. For the duration of this Agreement, the Construction Management Professional shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Construction Management Professional shall submit one invoice per calendar month in a form acceptable to the City in accordance with the Compensation and Fee Schedule. The Construction Management 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.

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

**3.4 Eighty Percent Notification.** The Construction Management 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 for any Task; or (2) where the total cost for performance of the Scope of Services appears that it may be greater or less than the maximum compensation for this Agreement or for any Task.

## **ARTICLE IV CONSTRUCTION MANAGEMENT PROFESSIONAL'S OBLIGATIONS**

**4.1 Industry Standards.** The Construction Management 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 Construction Management 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 Construction Management 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 Construction Management Professional's and any Subcontractor's premises to review and audit the Construction Management 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 Construction Management 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 Construction Management 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 Costs, 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 Construction Management Professional and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Construction Management 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 Construction Management 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 Construction Management 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 Construction Management 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 Construction Management 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 Construction Management 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. Construction Management Professional's liabilities, including but not limited to Construction Management 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 Construction Management 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 Construction Management 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 Construction Management Professional shall maintain insurance coverage as follows:

**4.3.1.1 Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal

injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

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

**4.3.1.3 Workers' Compensation.** For all of the Construction Management Professional's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Construction Management 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 Construction Management 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 Construction Management Professional's employees who are subject to this Agreement, the Construction Management 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 Construction Management Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The Construction Management 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.

**4.3.1.5 Aircraft Liability.** Consultant shall procure and maintain or cause its subconsultant to procure and maintain Aircraft Liability insurance to cover aviation operations related to this Agreement in an amount not less than \$1 million combined single limit for bodily injury and property damage.

**4.3.2 Deductibles.** All deductibles on any policy shall be the responsibility of the Construction Management 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 Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the

California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

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

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

#### **4.3.4.1 Commercial General Liability Insurance Endorsements**

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

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

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

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

#### **4.3.4.3 Worker’s Compensation and Employer’s Liability Insurance Endorsements**

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

#### **4.3.4.4 Aircraft Liability Insurance Endorsements**

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

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

**4.3.5 Reservation of Rights.** The City reserves the right, from time to time, to review the Construction Management Professional's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Construction Management 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 Construction Management 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 Construction Management 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 Construction Management Professional shall list on the Subcontractor List (Exhibit D Attachment BB) all Subcontractors known to the Construction Management Professional at the time this Agreement is entered. If at any time after this Agreement is entered into the Construction Management Professional identifies a need for additional Subcontractor Services, the Construction Management Professional shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subcontractor Services. The Construction Management Professional's notice shall include a justification, a description of the scope of services, and an estimate of all costs for the Subcontractor Services. The Construction Management Professional may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

**4.4.1 Subcontractor Contract.** All contracts entered into between the Construction Management 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** Construction Management 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 Construction Management Professional proportionate to the services performed by the Subcontractor.

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

**4.4.1.4** In any dispute between the Construction Management Professional and Subcontractor, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Construction Management Professional agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Construction Management 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 Activity Report.** The Construction Management Professional shall submit statistical information to the City as requested in the City's Contract Activity Report (Exhibit D Attachment CC). The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract Activity Report, the Construction Management Professional shall provide an invoice from each Subcontractor listed in the report. The Construction Management Professional agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subcontractor Services as described in Section 4.4.1.

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

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

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

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

**4.6.3 Compliance Investigations.** Upon the City's request, the Construction Management 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 Construction Management 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 Construction Management Professional for each subcontract or supply contract. The Construction Management 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 Construction Management 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 Construction Management Professional up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Construction Management Professional further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

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

**4.7.1 Construction Management Professional's Notice to Employees.** The Construction Management 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 Construction Management 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 Construction Management Professional shall post the drug-free policy in a prominent place.

**4.7.4 Subcontractor's Agreements.** The Construction Management 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. Construction Management Professionals and Subcontractors shall be individually responsible for their own drug-free work place program.

#### **4.8 RESERVED**

**4.9 Product Endorsement.** The Construction Management 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 Construction Management 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 Construction Management Professional's organization makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the individual shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the individual's relevant financial interests. The determination as to whether any individual members of the Construction Management Professional's organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit F).

**4.10.1.1** If a determination is made that certain individuals must disclose relevant financial interests, the statements of economic interests shall be made on Fair Political

Practices Commission Form 700 and filed with the City Clerk. The individual shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the individuals are subject to a conflict of interest code. Each year thereafter, the individuals shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the individual was subject to a conflict of interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.

**4.10.1.2** If the City requires an individual member of the Construction Management 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 Construction Management 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 Construction Management 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 Construction Management Professional's personnel employed on the Project shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Construction Management Professional shall not recommend or specify any product, supplier, or contractor with whom the Construction Management 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 Construction Management 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 Construction Management Professional to liability to the City for attorney's 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 Construction Management Professional, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Construction Management 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 Construction Management Professional for fees incurred for providing Mandatory Assistance as Additional Costs under Section 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Construction Management Professional, its agents, officers, and employees, the Construction Management Professional shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Construction Management 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 Construction Management Professional or its agents, officers, and employees may incur expenses and/or costs. The Construction Management 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 RESERVED**

**4.15 Notification of Increased Construction Cost.** If, at any time prior to the City's approval of the final plans and specifications, the Construction Management Professional anticipates that the total construction cost will exceed the estimated construction budget, the Construction Management 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 Construction Management Professional believes will bring the construction cost to within the estimated construction budget. The City may either: (1) approve an increase in the amount authorized for construction; or (2) delineate a project which may be constructed for the budget amount; or (3) any combination of (1) and (2).

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

**4.17 Design-Build Competition Eligibility.** Any architectural firms, engineering firms, Construction Management 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, Construction Management 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.** Unless specifically removed from the Scope of Services (Exhibit A), the Construction Management Professional shall comply with Section 43.03 of the San Diego Municipal Code, Storm Water Management Discharge Control, and any and all Best Management Practice guidelines and pollution elimination

requirements as may be established by the Enforcement Official. Further, the Construction Management Professional shall prepare and incorporate into the construction documents a Storm Water Pollution Prevention Plan (SWPPP) to be implemented by the contractor during Project construction. Where applicable, the SWPPP shall comply with both the California Regional Water Quality Control Board Statewide General Construction Storm Water permit and National Pollution Discharge Elimination System permit requirements and any municipal regulations adopted pursuant to the permits.

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

## **ARTICLE V RESERVED**

## **ARTICLE VI INDEMNIFICATION**

**6.1 Indemnification.** Other than in the performance of Construction Management Professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, Construction Management 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 Construction Management Professional or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's 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 Construction Management Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Construction Management 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 willful misconduct of the Indemnified Parties.

### **6.2 Construction Management Professional Services Indemnification and Defense.**

**6.2.1 Construction Management 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 Construction Management Professional services, Construction Management 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 Construction Management Professional or Construction Management Professional's officers or employees.

**6.2.2 Construction Management 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 Construction Management Professional or Construction Management 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 Construction Management 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 Contractor, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the Deliverable Materials.

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

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

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

**8.7 Intellectual Property Warranty and Indemnification.** Construction Management 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 Construction Management Professional to produce, at Construction Management 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. Construction Management Professional further agrees to indemnify and hold harmless the City, its officers, employees and

agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Construction Management Professional receives payment under this contract, City shall be entitled, upon written notice to Construction Management Professional, to withhold some or all of such payment.

**8.8 Enforcement Costs.** The Construction Management 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, attorney's fees.

## **ARTICLE IX MISCELLANEOUS**

**9.1 Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Public Works Department, Michael Marks, 9485 Aero Drive, San Diego, CA 92123 and notice to the Construction Management Professional shall be addressed to: SAIC Energy, Environmental & Infrastructure, Christopher Dull, 15373 Innovation Drive, Suite 390, San Diego, CA 92128.

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

**9.3 Non-Assignment.** The Construction Management 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 Construction Management Professional and any Subcontractors employed by the Construction Management 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 Construction Management Professional concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Construction Management Professional shall follow the direction of the City concerning the end results of the performance.

**9.5 Construction Management Professional and Subcontractor Principals for Professional Services.** It is understood that this Agreement is for unique Professional Services. Retention of the Construction Management Professional's Professional Services is based on the particular professional expertise of the members of the Construction Management Professional's organization referenced in Exhibit C [Project Team]. Accordingly, performance of Professional Services on the Project may not be delegated to other members of the Construction Management

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 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 Construction Management 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 Construction Management Professional, to require any of the Construction Management Professional's employees or agents to be removed from the Project.

**9.6 Additional Construction Management Professionals or Contractors.** The City reserves the right to employ, at its own expense, such additional Construction Management 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 Construction Management 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 Construction Management 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 Construction Management Professional, shall be deemed to be both covenants and conditions.

**9.9 Compliance with Controlling Law.** The Construction Management 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 Construction Management 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 and Attorney Fees.** The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

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

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

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

**9.22 Vendor Registration.** All consultants, subconsultants, contractors, subcontractors and vendors wishing to conduct business with the City of San Diego, or those intending to compete for City contracts, must submit a completed Vendor Registration Form (Exhibit I) to the City of San Diego's Purchasing & Contracting Department.

Registration will be a prerequisite for the following:

- a) Submission of contract or subcontract proposals for City projects,
- b) Acceptance of all consultant and vendor bills and invoices to the City, and
- c) Award of all contracts issued by the City.

Contractor/Vendor Registration shall remain valid for 2 years from the date the registration form is submitted, and must be renewed at the time.

It shall be the Prime Consultant's responsibility to ensure that all its proposed subcontractors submit the Contractor/Vendor Registration form prior to the award of the agreement. Electronic copy of the Contractor/Vendor Registration form is available for download from the following site: <http://www.sandiego.gov/purchasing/vendor/index.shtml>.

**9.23 Contractor Standards.** This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as (Exhibit J). The Contractor Standards are available online at [www.sandiego.gov/purchasing/vendor/index.shtml](http://www.sandiego.gov/purchasing/vendor/index.shtml) or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

**9.24 Equal Benefits Ordinance.** This Agreement is subject to the Equal Benefits Ordinance [EBO]. All consultants are required to complete the Equal Benefits Ordinance Certification of Compliance included herein as Exhibit K. Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements. Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at [www.sandiego.gov/purchasing/](http://www.sandiego.gov/purchasing/) or can be requested from the Equal Benefits Program at (619) 533-3948.

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

*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 R-\_\_\_\_\_, authorizing such execution, and by the Construction Management Professional pursuant to Certificate of Secretary.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

THE CITY OF SAN DIEGO  
Mayor or Designee

By \_\_\_\_\_

I HEREBY CERTIFY I can legally bind SAIC Energy, Environmental & Infrastructure and that I have read all of this Agreement, this 12<sup>th</sup> day of September, 2012

By   
Christopher Dull  
Vice President

I HEREBY APPROVE the form and legality of the foregoing Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

JAN I. GOLDSMITH, City Attorney

By \_\_\_\_\_  
Deputy City Attorney

## **EXHIBITS**

- Exhibit A - Scope of Services
- Exhibit B - Task Order Authorization
- Exhibit C - Compensation and Fee Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
  - (AA) Work Force Report
  - (BB) Subcontractors List
  - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - Consultant Evaluation Form
- Exhibit I - Vendor Registration Form
- Exhibit J - Contractor Standards Pledge of Compliance
- Exhibit K - Equal Benefits Ordinance Certification of Compliance
- Exhibit L - Regarding Information Requested under the California Public Records Act
- Exhibit M - American with Disabilities (ADA) Compliance Certification

# SCOPE OF SERVICES

## AS-NEEDED CONSTRUCTION MANAGEMENT SERVICES / PUBLIC WORKS DEPARTMENT

The City of San Diego's Public Works Department (PWD) Field Engineering Division (FE) is responsible for providing construction management, inspection, material testing and land surveying services for public improvements and private land development which benefit the community, improve safety and comply with engineering standards. The primary responsibilities of the Construction Management Firm (CMF) will be to provide staff augmentation, on an as-needed basis for the division for types of projects such as, but not limited to, water and wastewater pipeline projects, buildings, bridges, roadway paving, process facilities and site work. As workloads fluctuate in construction of new facilities and modifications to existing facilities, staffing requirements also change. It is the intent of PWD FE to hire a single consultant team to provide construction management, materials testing and surveying services on an as-needed basis to supplement PWD FE's own staff. Work would be assigned via task order as determined by PWD FE staff on a project specific basis consisting of a mutually agreed scope of work.

### 1.0 GENERAL SERVICES

#### 1.1 ADMINISTRATION

The CMF shall become familiar with PWD FE processes and procedures and its objectives and provide services and assistance as directed by PWD FE staff. The CMF shall work under the direction of PWD FE, develop and maintain open lines of communications and cooperation between PWD FE and CMF staff as well as with other consultants and contractors. The CMF may be assigned the full responsibility of a project or limited responsibility supplementing PWD FE staff in specific areas of expertise. PWD FE shall the qualifications and approve all proposed CMF staff.

- A. Provide general construction management and administration to facilitate completion of projects.
- B. Maintain on-going interaction with appropriate agencies and City staff.
- C. Review and become familiar with pertinent pre-design, design procurement documents developed to date.

- D. Provide staff having a broad range of experience levels with an emphasis on Inspectors and Engineers having assistant level qualifications to provide the bulk of the services.
- E. Team shall consist of complimentary local resources consisting of both prime and subconsultant individuals and shall be available to handle PWD FE workload peaks.

## **1.2 MANAGEMENT**

The CMF shall assign an administrator in charge of overall coordination of all assigned tasks to maintain adequate staffing, quality control and project schedule. The administrator shall be approved by PWD FE and shall have experience managing as-needed contracts. The CMF shall possess the professional knowledge, skill and expertise in all aspects of project management to facilitate the completion of a variety of construction projects.

- A. CMF will provide a brief written report covering a summary of the status and expenditures associated with each of the tasks described in this scope of work; including highlights of any unusual contractual issues that arise during the reporting period.
- B. Develop a project specific Procedures Manual that is usable for the project utilizing the FE CM Manual.

## **2.0 CONSTRUCTABILITY REVIEW**

### **2.1 CONSTRUCTABILITY REVIEW**

On occasion, it may be necessary to perform Constructability Reviews. The CMF shall assign staff which possesses the professional knowledge, skill and expertise in all assigned projects specific type of construction to review design submittals.

- A. Design documents shall be reviewed for clarity, conflicts, consistency and completeness with respect to bidding and construction purposes. CMF shall provide bid ability and constructability comments listed by specification section or drawing sheet. The CMF shall identify potential construction conflicts in relationship to City standards. The CMF will identify potential areas within the contract documents that may require clarification prior to bid, recognizing that there are potential benefits to the City of San Diego to resolve cost or schedule issues prior to the acceptance of bids. The CMF will identify discrepancies within the contract documents and bring to the attention of the City of San Diego but not to decide what information is correct. The decision to determine what information is correct is the prerogative of the designer and City. The CMF will not be responsible for design errors or omissions that are

not noted in its review of the plans and specifications.

- B. Based upon these reviews and the staffs' construction expertise, the CMF shall make recommendations relative to the projects constructability and document comments.
- C. Bid items shall be verified for adequacy in relation to plans, specifications, and standard construction practices.
- D. Review design documents and designer response to construction review comments after City/Designer Review.

### **3.0 AS-NEEDED CONSTRUCTION MANAGEMENT SERVICES**

#### **3.1 CONSTRUCTION CONTRACT ADMINISTRATION**

The CMF shall have the responsibility for the daily management in conjunction with FE staff. The CMF shall provide and coordinate construction management services for tasks assigned.

- A. Provide effective written and oral communication to the contractor and other stakeholders in the administration of the contract. Develop project directory of key personnel working on the project.
- B. Administer construction contracts and provide technical Construction Management support to FE.
- C. Manage the Contractor's Quality Assurance/Quality Control (QA/QC) for assigned projects.
- D. Provide for timely, thorough, clear, effective and responsible communications to Requests for Information (RFI's), Requests for Change (RFC's), Requests for Proposal (RFP's), submittals, etc. Receive, log, and tract request for information (RFI's), (RFC's), and (RFP's). CMF will provide a short technical review of RFI's to determine if the issue is addressed adequately. CMF will respond where the RFI can be addressed in the contract documents. If not clear in the contract documents RFI's will be forwarded to the Designer. RFI's responded by the designer will be tracked for a timely response.
- E. Prepare and/or review Requests for Proposals (RFP's) for all aspects of construction projects including but not limited to structural, mechanical, electrical, instrumentation, civil, etc.
- F. Evaluate requests for material and equipment substitutions and changes based on compliance with contract specifications and taking into account

the impacts to cost and schedule.

- G. Monitor the contractor's resource loading and advise on corrective actions needed to maintain schedule.
- H. Conduct weekly job site progress meetings involving the project team and maintain action item minutes of said meetings. Maintain and distribute meeting minutes.
- I. Attend contractor partnering session.

### **3.2 CONTROLS AND SCHEDULING**

- A. Review and comment on contractor's baseline and project schedule critical path, and logic review.
- B. Review and monitor contractor's schedule monthly to monitor project progress and detect early delays.
- C. Monitor project construction costs, budgets, schedule and maintain current workflow projections.
- D. Prepare and distribute daily, weekly and monthly construction reports per FE standards.
  - 1. Daily Inspection Reports
  - 2. Weekly Job Site Meetings
  - 3. Monthly Report
- E. Review and approve monthly contractor invoices, verify compliance to all terms and conditions of contract and make payment recommendations. Verify the contractor's request for payment does not represent more than the amount for work done on a monthly basis.
- F. Review, analyze, and make recommendations on contractor time extensions.
- G. Coordinate work to be performed by others. The CMF will not be responsible for contractor or agency workforce means and methods.
- H. Receive and review project notices, and submit to PWD FE.
- I. Provide Contractor performance evaluations during construction.

### **3.3 ESTIMATING**

The CMF shall, within established PWD FE formats and guidelines, maintain a cost estimating system including:

- A. Evaluate contractor cost reduction proposals.
- B. Provide cost estimates for change orders.
- C. Review of Value Engineering (VE) cost reduction incentives
- D. Provide cost estimates for Claims Evaluation

### **3.4 DOCUMENT CONTROL**

The CMF shall utilize the latest departments filing system and comply with City Standards including:

- A. The CMF will be responsible for central receipts, control, storage, distribution, indexing and tracking of all documents.
- B. All documents, incoming and outgoing, associated with the construction management activity of all assigned projects including but not limited to submittals, requests for information and correspondence.
- C. Maintain a current set of as-built drawings and specifications.
- D. Provide electronic software for tracking all documents.
- E. Use Contract Manager (web based) system for tracking and recording project documents.
- F. City may, at its option, provide hardware and software for entering documentation.
- G. Maintain all field documents. Store original documentation and furnish to the FE Department at project completion.

### **3.5 CHANGE ORDER AND CLAIMS MANAGEMENT**

The CMF shall implement a comprehensive claims management program to evaluate change order requests and recommend equitable disposition. When agreement cannot be reached the CMF shall support FE position and assist in formulating a claims defense and participate in resolution including:

- A. Coordinate, assemble and review supporting documentation for change order processing and make final recommendations to FE staff.
- B. Review requests of alleged cost increases and/or time impacts for merit.
- C. Thoroughly analyze the proposal and develop a negotiating position. When necessitated by variations between contractor price for change and the CMF's fair cost estimate, initiate negotiations.

- D. Expedite approval of negotiated change orders.
- E. Provide proper documentation throughout the project in defending against construction claims.
- F. Establish a dispute resolution panel to resolve issues that cannot be resolved at the project level.

### **3.6 SAFETY AND SECURITY MONITORING**

Contractor is solely responsible for safety on all projects and it is the CMF's responsibility to monitor and enforce safety and promote a safe overall environment for all workers and visitors to the project site. Safety shall comply with all Federal, State and locally accepted safety regulations and measures including:

- A. Monitor and enforce project safety including OSHA, state and local safety regulations,
- B. Check job site security and measures taken to protect the public from hazards.
- C. Review Contractor's emergency response plans.

## **4.0 INSPECTION**

The City will agree to the staffing level proposed by the CMF for inspection services and for monitoring the construction site on assigned projects. The CMF resident engineering staff shall verify construction compliance and QA/QC with applicable permits, codes, construction documents and any environmental mitigation. CMF shall maintain or verify contractors redline as-builts on a monthly basis.

### **4.1 GENERAL INSPECTION**

- A. Provide documentation of construction activities, duration of activities, manpower and equipment allocation.
- B. Provide daily construction activity reports, manpower, loading on-site equipment, and work conditions.
- C. Provide non-conformance reports.

- D. Provide weekly photographic/digital records of the project during construction.
- E. Provide aerial photos to show progress. Aerial photos shall be taken quarterly unless otherwise noted.

#### **4.2 CIVIL INSPECTIONS**

The CMF shall provide qualified inspectors for civil improvements to inspect, monitor and report on the construction of civil improvements, including but not limited to:

- A. Grading, streets, park and recreation facilities, landscaping and finish site work.
- B. Open trench and trenchless pipeline construction and pipeline rehabilitation for water, sewer, storm drain.

#### **4.3 STRUCTURAL INSPECTIONS**

The CMF shall provide qualified structural inspectors to inspect, monitor and report on the construction of various types of structures and structural elements, including but not limited to:

- A. Reinforced concrete structure and connections (above and below grade).
- B. Structural steel and connections.
- C. Reinforced masonry and connections.
- D. Pre-stressed concrete tanks.
- E. Special Inspections, International Conference for Building Officials (ICBO) certification
- F. Other buildings as noted per task order.

#### **4.4 MECHANICAL INSPECTIONS**

The CMF shall provide qualified mechanical inspectors to:

- A. Inspect, monitor and report on the installation of mechanical equipment and cathodic protection equipment.
- B. Witness factory performance testing as required.
- C. Witness field tests and startup procedures.

#### **4.5 ELECTRICAL INSPECTIONS**

The CMF shall provide qualified electrical inspectors to:

- A. Inspect, monitor and report on the installation of electrical equipment and systems.
- B. Witness factory performance testing of control panels and hardware.
- C. Witness field tests and startup procedures for electrical equipment.

#### **4.6 INSTRUMENTATION INSPECTIONS**

The CMF shall provide qualified instrumentation inspectors to:

- A. Inspect, monitor and report on the instrumentation of equipment and systems.
- B. Witness factory performance testing of instrumentation systems.
- C. Witness field tests and Operational Readiness Tests (ORT).
- D. Participate in startup meetings, planning and procedures.
- E. Perform or witness instrumentation loop checks and maintain as-built drawings for all loop drawings and Process and Instrumentation Diagrams (P&ID) Drawings.
- F. Verify loop diagrams against field installation.

#### **4.7 STORM WATER POLLUTION PREVENTION PLAN INSPECTION**

- A. Monitor contractor's activities regarding pollution prevention controls and activities for general compliance with the contractor's SWPPP Best Management Practice (BMP). The contractor is responsible for means and methods for complying with BMP's. Notify contractor if the pollution prevention controls are not in accordance with the SWPPP.

#### **4.8 SPECIALTIES INSPECTIONS**

The CMF shall provide qualified inspectors to perform monitor and report when special equipment or materials are involved and as required by construction inspection procedures. These specialized areas may include;

- A. Hazardous Material.
- B. Geotechnical.

- C. Welding/X-Raying
- D. Fiber Reinforced Plastic (FRP) construction.
- E. Tunneling
- F. Permit Compliance Enforcement (Dewatering, SWPPP, Hazardous Materials, etc.)
- G. Roof Inspections
- H. ADA inspections for building upgrades, pedestrian ramps and various other project types.
- I. Trenchless technology and pipeline rehabilitation and product sampling/testing.
- J. Welding inspection.
- K. Structural masonry.
- L. Anchor bolts.
- M. Structural concrete and rebar.

#### **4.9 SOIL AND MATERIALS TESTING AND FIELD SURVEYING**

The CMF shall provide qualified and approved testing laboratories and staff to perform all necessary soils and materials testing required to verify the quality and proper placement of the constructed product including:

- A. Conduct field and laboratory soils sampling, testing and analyses.
- B. Provide materials testing and sampling in the field, plants and in the laboratory, as required, including but not limited to concrete, rebar, welds, pipe, asphalt concrete, cement treated base, pipeline rehabilitation products, etc.

#### **4.10 SURVEY SERVICE**

The CMF shall become familiar with FE Land Survey processes and procedures and its objectives and provide services and assistance as directed by FE staff including Cadd Standards for both Aerial Surveys and Preliminary Surveys. Deliverables will become the sole ownership of the City of San Diego. The CMF shall provide qualified Licensed Land Surveyors or Civil Engineers Licensed to practice Land Surveying to perform the following tasks:

- A. Construction Surveying -Infrastructure Layouts including but not limited to Medians, Bridges, Utilities-Water/Sewer layouts, Drainage Structures

and Plant layout for Water, Sewer and Pump Stations.

- B. Preliminary Surveying
  - i. Topographic: locate for future design considerations including but not limited to Utility, Roadway, Buildings, Property Surveys-RoS, Corner Records, Park locations and Establish Horizontal/Vertical Control.
  - ii. Aerial Surveys, Utilities-Water/Sewer layouts, Drainage Structures, Plant layout-Water, Sewer and Pump Stations, Roadway and hike paths.

## **5.0 ENVIRONMENTAL COORDINATION**

- A. Review and enforce requirements stipulated in permits issued by regulatory agencies and the environmental documents as shown or referenced in the contract documents.
- B. Enforce mitigation and monitoring requirements identified in the contract documents. The City will provide biologist, archaeologist, and paleontological services to assist CMF unless identified in the specific task assignment to be provided by CMF. Additional support with archeological, paleontological, and Native American monitor services shall be provided as requested by the PWD FE contract representative.

## **6.0 OWNERS AND MAINTENANCE MANUALS**

- A. The CMF shall receive final O&M equipment manuals from manufacturers and coordinate their review. Final O&M manuals shall be delivered to FE.
- B. The CMF shall implement a spare parts inventory and maintenance system, in conformance with PWD standards, including a final transfer to O&M.

## **7.0 EQUIPMENT AND SYSTEM TESTING, AND START-UP**

- A. The CMF shall coordinate equipment start-up with PWD Field staff, project management, designers, contractors and the manufacturer's field service representatives. System testing shall be coordinated with PWD Field staff, contractors and the manufacturer's field service representatives.

- B. The CMF shall coordinate and monitor the project start-up operations plan and schedule. The start-up plan and schedule shall be coordinated with PWD FE, project management, designers, vendors and contractors and shall define specific start-up milestones. The CMF shall assist in resolving any problems which occur during the start-up period.

## **8.0 CONSTRUCTION CLOSEOUT**

### **8.1 ADMINISTRATION**

The CMF shall manage the turnover of the assigned project to the appropriate City operating unit including contract closeout, management of warranty period activities and demobilization of CMF staff including:

- A. Manage warranty repairs.
- B. Demobilize the CMF staff in accordance with agreed upon plan.

### **8.2 CONSTRUCTION CONTRACT CLOSEOUT**

The CMF shall oversee the contract closeout process and assist in resolving O&M service disputes. The closeout shall entail sign offs by responsible parties and include:

- A. Coordinate and conduct a final walk-through to verify completion of contract(s) and all related items of work.
- B. Develop punch list and verify completion and obtain final documentation and releases.
- C. Verify and deliver contractor as-built marked up drawings to FE for record drawing preparation.
- D. Review final payment and close out change order.
- E. Monitor permit and agency sign-offs.
- F. Prepare final summary report in accordance with PWD Field.
- G. Turnover project files, contract, correspondence, and documentation.

### **8.3 WARRANTY COORDINATION**

The CMF shall establish warranty repair procedures, which shall include a notification prior to the expiration of warranty period. As problems are identified by PWD Field staff the CMF shall investigate, document and coordinate required repairs with the responsible contractor(s).

- A. Establish warranty repair procedures.
- B. Coordinate warranty problems identified by PWD FE staff with contractor.

## 9.0 **ADDITIONAL SERVICES**

The CMF shall provide services which have not been included or implied in this Scope of Work only after receiving written authorization from the PWD FE contract representative.

The CMF shall provide landscape architect services as requested by the PWD FE contract representative.

**EXHIBIT B**

**TASK ORDER AUTHORIZATION FOR  
PROFESSIONAL SERVICES [TASK ORDER]**

<b>Consultant:</b>	
<b>Agreement:</b>	
<b>Task Order No.:</b>	<b>Date:</b>
Pursuant to the Terms and Conditions of the Agreement referenced above and incorporated into this Task Order, Consultant hereby agrees to perform the Professional Services described below. The Consultant shall furnish all necessary facilities, materials, and professional, technical, and supporting personnel required by this Task Order.	
<b>Part A</b>	<b>Scope of Services</b>
1.1	Professional Services rendered under this Task Order shall be performed in accordance with the Agreement. The Scope of Services shall be as set forth in Exhibit A of the Agreement and as more fully set forth below. If necessary, the Scope of Services may be more fully described on one or more separate sheets and attached to this Task Order.
<b>Part B</b>	<b>Task Order Compensation</b>
City shall pay Consultant for the Professional Services required by this Task Order in accordance with Article III of the Agreement.	
The not to exceed cost for the Scope of Services for this Task Order is \$ _____ .	
<b>Part C</b>	<b>Personnel Commitment</b>
The Scope of Services shall be performed by Consultant's personnel in the number and classifications required by City.	
<b>Part D</b>	<b>Time Sequence</b>
All Professional Services to be performed under this Task Order shall be completed by _____, and as set forth in the Task Order Scope of Services.	
<b>City of San Diego</b>	<b>Consultant</b>
Recommended For Approval:	I hereby acknowledge receipt and acceptance of this Task Order for:
Approved By:	By:
Name: (Type)	
Title:	
Date:	

## COMPENSATION AND FEE SCHEDULE

### City of San Diego As-Needed CM Services Contract

#### Classification Summary Table

City Classification	Rate Range
Principal	\$258.00 - \$305.00
Sr. Engineers	\$139.00 - \$273.00
Resident Engineers	\$86.00 - \$184.00
Associate Engineers	\$111.00 - \$187.00
Assistant Engineers (non-PW)	\$72.00 - \$146
Assistant Engineers (PW)	\$129.00 - \$195.00
Technicians (PW & non-PW)	\$56.00 - \$158.00
CWI	\$138.50 - \$160.00
Electrical/HVAC/LEED	\$77.00 - \$167.00
Geotech	\$85.00 - \$178.00
Survey	\$55.00 - \$161.00
Document Control	\$76.00 - \$96.00
Specialists - ADA	\$155.00
Specialists - Archeo/Paleo	\$39.00 - \$78.00
Specialists - Landscape	\$69.00 - \$180.00

\* Rates effective through 12/31/13. Escalation of labor rates subject to approval by the City.

#### **NOTE:**

- Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost effective Air Fare, Train, and/or Car Rental, will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).
- All subconsultant costs are reimbursed as a “direct expense” at actual costs plus 5 percent markup for all certified SLBE/ELBE subconsultants; and, 2.5% markup for all other subconsultants (invoices/receipts required for all subconsultants).
- A request for an annual rate adjustment must be submitted to the City of San Diego in writing for approval. Written justification for the rate adjustment must be submitted to the City of San Diego a minimum of 60 days before the Agreement anniversary date. Said proposed adjustment shall not exceed three percent (3%), and the City of San Diego must approve any rate adjustments in writing before they become effective.

**City of San Diego As-Needed CM Services Contract  
SAIC - OFFICE**

<b>Employee Name</b>	<b>SAIC Classification</b>	<b>City Equivalent Classification</b>	<b>Hourly Rate ST</b>
Botts, Heather Geren	Document Control/Field Support	Doc Contol	\$96.00
Christopher, John	Client Manager	Principal	\$258.46
Crosby, Virginia	Office Administration	Admin	\$89.59
Dull, Christopher	Project Manager	Principal	\$304.84
Deleon, Lynn	Office Administration	Admin	\$55.98
Kuzmich, Neena	Contract Manager	Senior Engineer	\$212.21
Martinez, Jose	Construction Manager	Assistant Engineer	\$174.63
McDaniel, Violetta	Office Administration	Doc Contol	\$85.71
Penera, April	Resident Engineer	Senior Engineer	\$171.74
Przywara, Marek	Electrical Engineer	Associate Electrical Engineer	\$166.73
Rigg, Daynan	Resident Engineer	Senior Engineer	\$197.69
Savovic, Momcilo	Resident Engineer	Associate Engineer	\$186.33
Visser, Connie	Office Administration	Administrative Analyst	\$111.52

\* Rates effective through 12/31/13. Escalation of labor rates subject to approval by the City.

**Other Direct Costs**

<b>Item</b>	<b>Detail</b>
Subconsultant Markup	5% markup for all certified SLBE/ELBE subconsultants, and 2.5% markup for all other subconsultants
Cell phones, printing, plotting, reproduction, delivery service, mail, local and long distance telephone charges.	At Cost
Bulk Reproduction Services	At Cost on approval from City of San Diego
Field Vehicle Usage (4WD vehicle for off road use when approved by City staff)	\$75.00/day of use
Mileage (as approved by City of San Diego)	Current IRS Rate
Out of Town Travel (airfare, car, hotel, meals, etc.)	At Cost on approval from City of San Diego

**City of San Diego As-Needed CM Services Contract  
SAIC - FIELD**

Employee Name	Classification	City Equivalent Classification	Hourly Rate ST	Hourly Rate OT
Botts, Heather Geren	Document Control/Field Support	Doc Contol	\$85.50	Exempt
Brady, David	Construction Administrator /QSP	Assistant Engineer/Technician/CWI	\$159.88	\$189.88
Christopher, John	Client Manager	Principal	\$230.20	Exempt
Crosby, Virginia	Office Administration	Admin	\$79.80	Exempt
Dull, Christopher	Project Manager	Principal	\$271.52	Exempt
Jutric, Ned	Field Inspector	Assistant Engineer/Technician	\$138.50	\$168.50
Kuzmich, Neena	Contract Manager	Senior Engineer	\$189.01	Exempt
Martinez, Jose	Construction Manager	Assistant Engineer	\$155.53	\$185.53
McDaniel, Violletta	Office Administration	Doc Contol	\$76.34	Exempt
Mouser, Jeff	Field Inspector	Assistant/Technician/CWI	\$138.50	\$168.50
Penera, April	Resident Engineer	Senior Engineer	\$171.74	Exempt
Przywara, Marek	Electrical Engineer	Associate Electrical Engineer	\$148.51	Exempt
Rigg, Daynan	Resident Engineer	Senior Engineer	\$176.07	Exempt
Rosales, Ruben	Field Inspector	Technician/CWI	\$138.50	\$168.50
Savovic, Momcilo	Resident Engineer	Associate Engineer	\$165.96	Exempt
Visser, Connie	Office Administration	Administrative Analyst	\$99.33	Exempt
	Construction Manager	Associate Engineer	\$132.96	\$162.96

\* Rates effective through 12/31/13. Escalation of labor rates subject to approval by the City.

**Other Direct Costs**

Item	Detail
Subconsultant Markup	5% markup for all certified SLBE/ELBE subconsultants, and 2.5% for all other subconsultants
Cell phones, printing, plotting, reproduction, delivery service, mail, local and long distance telephone charges.	At Cost
Bulk Reproduction Services	At Cost on approval from City of San Diego
Field Vehicle Usage (4WD vehicle for off road use when approved by City staff)	\$75.00/day of use
Mileage (as approved by City of San Diego)	Current IRS Rate
Out of Town Travel (airfare, car, hotel, meals, etc.)	At Cost on approval from City of San Diego

**City of San Diego As-Needed CM Services Contract  
ACCESSIBILITY SPECIALISTS**

<b>Employee Name</b>	<b>Classification</b>	<b>Hourly Rate ST</b>	<b>Hourly Rate OT</b>
Sandra Miles	Principal, Accessibility Specialists	\$155.40	\$233.10

\* Rates effective through 12/31/13. Escalation of labor rates subject to approval by the City.

**Other Direct Costs**

<b>Item</b>	<b>Detail</b>
Mileage ( <i>as approved by the City of San Diego</i> )	Current IRS Rate
Out of Town Travel (airfare, car, hotel, meals, etc.)	At Cost on approval from City of San Diego

**City of San Diego As-Needed CM Services Contract  
Aguirre & Associates**

<b>Employee Name</b>	<b>Classification</b>	<b>Hourly Rate ST</b>
Mickey Aguirre	Princ. Land Surveyor	\$160.88
Mike Havener	Land Surveyor	\$122.38
Joel Riipinen	Land Surveyor	\$119.63
Dan McCormack	Survey Tech	\$63.25
Kenneth Anderson	Survey Tech	\$79.75
Mike Havener	Party Chief-PW	\$154.00
Joel Riipinen	Party Chief-PW	\$142.00
Dan McCormack	Chainman-PW	\$147.00
Kenneth Anderson	Chainman-PW	\$138.00
Annette Smith	Chainman-PW	\$141.00
Annette Smith	Chainman	\$55.00

PW = Prevailing Wage

\* Rates effective through 12/31/13. Escalation of labor rates subject to approval by the City.

**Other Direct Costs**

<b>Item</b>	<b>Detail</b>
Photogrammetry	At Cost
Cell phones, printing, plotting, reproduction, delivery service, mail, local and long distance telephone charges.	At Cost
Reference Maps	At Cost

**City of San Diego As-Needed CM Services Contract  
Allied Geotechnical Engineers, Inc.**

<b>Employee Name</b>	<b>Classification</b>	<b>Hourly Rate ST</b>	<b>Hourly Rate OT</b>
Sani Sutanto	Senior Engineer	\$119.14	N/A
Nicholas Barnes	Senior Geologist	\$123.61	N/A
Joseph Goldhammer	Senior Geotechnical Engineer	\$164.90	N/A
Cathrene Glicks	Senior Hydrogeologist	\$148.41	N/A
Steve Jacobs	Senior Geologist	\$158.31	N/A
Garrett Fountain - PW	Engineer exempt	\$158.83	Exempt
Garrett Fountain	Engineer exempt	\$158.83	Exempt
Doug Skinner - PW	Engineer exempt	\$140.13	\$210.19
Doug Skinner	Engineer exempt	\$106.38	Exempt
Bryan Voss - PW	Engineer exempt	\$140.13	\$210.19
Bryan Voss	Engineer exempt	\$92.19	Exempt
Scott Vacula - PW	Engineer exempt	\$140.13	\$210.19
Scott Vacula	Engineer exempt	\$106.38	Exempt
Andrew Neuhaus - PW	Engineer exempt	\$140.13	\$210.19
Andrew Neuhaus	Engineer exempt	\$85.11	Exempt
Shih-Hsun Liang - PW	Engineer exempt	\$140.13	\$210.19
Shih-Hsun Liang	Engineer exempt	\$100.68	Exempt
Roy Butz - PW	Engineer exempt	\$140.13	\$210.19
Roy Butz	Engineer exempt	\$85.11	Exempt
Ron Baudour - PW	Laboratory staff exempt	\$124.28	Exempt
Ron Baudour	Laboratory staff exempt	\$124.28	Exempt
Clint Adkins - PW	Laboratory staff non-exempt	\$140.13	\$210.19
Clint Adkins	Laboratory staff non-exempt	\$59.00	\$88.50
Dale Bartlett - PW	Laboratory staff non-exempt	\$140.13	\$210.19
Dale Bartlett	Laboratory staff non-exempt	\$64.90	\$97.35
Darren Hicks - PW	Laboratory staff non-exempt	\$140.13	\$210.19
Darren Hicks	Laboratory staff non-exempt	\$50.15	\$75.23
Austin Hill - PW	Laboratory staff non-exempt	\$140.13	\$210.19
Austin Hill	Laboratory staff non-exempt	\$35.40	\$53.10
Cesar Navarro - PW	Laboratory staff non-exempt	\$140.13	\$210.19
Cesar Navarro	Laboratory staff non-exempt	\$48.68	\$73.01
Raul Tena - PW	Laboratory staff non-exempt	\$140.13	\$210.19
Raul Tena	Laboratory staff non-exempt	\$47.20	\$70.80
Anthony Wiant - PW	Laboratory staff non-exempt	\$140.13	\$210.19
Anthony Wiant	Laboratory staff non-exempt	\$50.15	\$75.23
Mark Wesner - PW	Soils Tech/Inspector exempt	\$125.52	Exempt
Mark Wesner	Soils Tech/Inspector exempt	\$125.52	Exempt
Steve Arce - PW	Soils Tech/Inspector exempt	\$103.52	Exempt
Steve Arce	Soils Tech/Inspector exempt	\$103.52	Exempt
Roy Butz - PW	Soils Tech/Inspector non-exempt	\$140.13	\$210.19
Roy Butz	Soils Tech/Inspector non-exempt	\$85.11	\$127.66
Stephen Ward - PW	Soils Tech/Inspector non-exempt	\$140.13	\$210.19
Stephen Ward	Soils Tech/Inspector non-exempt	\$73.75	\$110.63
Micheal Flowers - PW	Soils Tech/Inspector non-exempt	\$140.13	\$210.19
Micheal Flowers	Soils Tech/Inspector non-exempt	\$65.64	\$98.46
Ismael Gonzales - PW	Soils Tech/Inspector non-exempt	\$140.13	\$210.19
Ismael Gonzales	Soils Tech/Inspector non-exempt	\$60.18	\$90.27

**City of San Diego As-Needed CM Services Contract  
Allied Geotechnical Engineers, Inc.**

<b>Employee Name</b>	<b>Classification</b>	<b>Hourly Rate ST</b>	<b>Hourly Rate OT</b>
Dale Harberson - PW	Soils Tech/Inspector non-exempt	\$140.13	\$210.19
Dale Harberson	Soils Tech/Inspector non-exempt	\$74.49	\$111.73
Jerrod Krulitz - PW	Soils Tech/Inspector non-exempt	\$140.13	\$210.19
Jerrod Krulitz	Soils Tech/Inspector non-exempt	\$59.00	\$88.50
Tony Stewart - PW	Inspector non-exempt	\$140.13	\$210.19
Tony Stewart	Inspector non-exempt	\$56.05	\$84.08
Samuel Carbajal - PW	Inspector non-exempt	\$140.13	\$210.19
Samuel Carbajal	Inspector non-exempt	\$63.43	\$95.14
William Leonard - PW	Inspector non-exempt	\$140.13	\$210.19
William Leonard	Inspector non-exempt	\$73.75	\$110.63
John Bahno - PW	Inspector non-exempt	\$140.13	\$210.19
John Bahno	Inspector non-exempt	\$78.18	\$117.26
Mark Blakely - PW	Inspector non-exempt	\$140.13	\$210.19
Mark Blakely	Inspector non-exempt	\$79.65	\$119.48
Stephen Braun - PW	Inspector non-exempt	\$140.13	\$210.19
Stephen Braun	Inspector non-exempt	\$69.33	\$103.99
Daniel Broyles - PW	Inspector non-exempt	\$140.13	\$210.19
Daniel Broyles	Inspector non-exempt	\$59.00	\$88.50
John Carr - PW	Inspector non-exempt	\$140.13	\$210.19
John Carr	Inspector non-exempt	\$81.13	\$121.69
Tom Contasi - PW	Inspector non-exempt	\$140.13	\$210.19
Tom Contasi	Inspector non-exempt	\$73.75	\$110.63
Michael Geriminsky - PW	Inspector non-exempt	\$140.13	\$210.19
Michael Geriminsky	Inspector non-exempt	\$69.33	\$103.99
Joe Kjolsrud - PW	Inspector non-exempt	\$140.13	\$210.19
Joe Kjolsrud	Inspector non-exempt	\$82.60	\$123.90
James McNeil - PW	Inspector non-exempt	\$140.13	\$210.19
James McNeil	Inspector non-exempt	\$67.85	\$101.78
Andrew Molina - PW	Inspector non-exempt	\$140.13	\$210.19
Andrew Molina	Inspector non-exempt	\$78.91	\$118.37
Eric Murray - PW	Inspector non-exempt	\$140.13	\$210.19
Eric Murray	Inspector non-exempt	\$67.85	\$101.78
Larry Robertson - PW	Inspector non-exempt	\$140.13	\$210.19
Larry Robertson	Inspector non-exempt	\$70.80	\$106.20
Jeffrey Rogers - PW	Inspector non-exempt	\$140.13	\$210.19
Jeffrey Rogers	Inspector non-exempt	\$70.80	\$106.20
Gregory Wolfram - PW	Inspector non-exempt	\$140.13	\$210.19
Gregory Wolfram	Inspector non-exempt	\$88.50	\$132.75
Randy Hallmark - PW	QA/QC exempt	\$88.50	Exempt
Randy Hallmark	QA/QC exempt	\$88.50	Exempt
Rene Flores - PW	QA/QC non-exempt	\$140.13	\$210.19
Rene Flores	QA/QC non-exempt	\$54.58	\$81.86
Kevin Balinger - PW	QA/QC non-exempt	\$140.13	\$210.19
Kevin Balinger	QA/QC non-exempt	\$54.58	\$81.86

\* Rates effective through 12/31/13. Escalation of labor rates subject to approval by the City.

**City of San Diego As-Needed CM Services Contract  
Allied Geotechnical Engineers, Inc.**

**Other Direct Costs**

<b>Item</b>	<b>Detail</b>
Cell phones, printing, plotting, reproduction, delivery service, mail, local and long distance telephone charges.	At Cost
Field Vehicle Usage (4WD vehicle for off road use when approved by City staff)	\$60.00/day of use
Mileage ( <i>as approved by the City of San Diego</i> )	Current IRS Rate
Out of Town Travel (airfare, car, hotel, meals, etc.)	At Cost on approval from City of San Diego

**City of San Diego As-Needed CM Services Contract  
Allied Geotechnical Engineers, Inc.**

**Laboratory Tests**

<b>Description of Items</b>	<b>Unit</b>	<b>Cost</b>
Drill Rig/CPT Rig		cost
Traffic Control		cost
Utility Locating		cost
<b>Soil and Aggregate</b>		
Unified Classification (ASTM D2487)	test	\$135.00
Visual Classification (ASTM D2488)	test	\$45.00
Atterberg Limits (ASTM D4318)	test	\$122.00
Expansion Index (ASTM D4829)	test	\$170.00
Ring or Core Sample (ASTM D2937)	test	\$45.00
Waxed Chunk Sample (ASTM D1188)	test	\$50.00
Moisture Content Only (ASTM D2216)	test	\$25.00
Consolidation (ASTM D2435)	point	\$80.00
Time Rate Consolidation (ASTM D2435)	point	\$90.00
Maximum Density & Optimum Moist Content (ASTM D1557 Method A)	test	\$155.00
Maximum Density & Optimum Moist Content (ASTM D1557 Method C)	test	\$180.00
Maximum Density, 4-inch mold (ASTM D1557)	test	\$192.00
Maximum Density, 6-inch mold (ASTM D1557)	test	\$212.00
Mechanical Sieve Analysis (ASTM D422)	test	\$95.00
Mechanical Sieve & Hydrometer Analysis (ASTM D422)	test	\$165.00
Sieve Analyses of Aggregates (ASTM C136)	test	\$180.00
Bulk Gradation	test	\$2,500.00
Direct Shear Test (ASTM D3080)	point	\$200.00
CBR (Static Method)	test	\$1,500.00
CBR (Corps of Engineering Method)	test	\$3,000.00
R-Value (Cal 301)	test	\$310.00
Sand Equivalent (Cal 217)	test	\$85.00
Specific Gravity (ASTM D854)	test	\$85.00
pH, Resistivity, Soluble Sulfate & Chloride, and Bicarbonates (Cal 643, 417, 422)	test	\$165.00
Durability	test	\$215.00
<b>Asphalt Concrete</b>		
Asphalt Conformance Testing Full (inc. % Bitumen, SA Extracted, (2) Hveem, Maximum Theoretical, (2) Stabilometer Value)	test	\$801.00
Asphalt Conformance Testing Modified (inc. % Bitumen, SA Extracted, (2) Hveem)	test	\$447.00
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370)	test	\$48.00
Film Stripping (Cal 302)	test	\$171.00
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307)	test	\$176.00
Sieve Analysis – Extracted Aggregate (Cal 382, ASTM D5444)	test	\$86.00
Specific Gravity – Waxed Asphalt Core (Cal 308, ASTM D1188)	test	\$71.00
Specific Gravity – Asphalt Core (Cal 308, ASTM D2726)	test	\$56.00
Moisture Vapor Susceptibility (Cal 307)	test	\$249.00
Unit Weight, Hveem or Marshal (per Plug) (Cal 308, ASTM D1561/D1559)	test	\$128.00
Maximum Theoretical Specific Gravity AC (Cal 309, ASTM D2041)	test	\$128.00
Marshal Mix Design (ASTM D1559)	test	\$2,980.00
AC Stability and Flow (ASTM D1559)	test	\$141.00

**City of San Diego As-Needed CM Services Contract  
Allied Geotechnical Engineers, Inc.**

**Laboratory Tests**

<b>Description of Items</b>	<b>Unit</b>	<b>Cost</b>
Optimum Bitumen Content (Cal 367)	test	\$2,980.00
Hveem Mix Design(Cal 308, ASTM D1561)	test	\$2,980.00
Swell Asphalt Concrete (Cal 305, ASTM D1561)	test	\$141.00
Stabilometer Value (Cal 366, ASTM D1560)	test	\$141.00
Retained Strength (6 Plugs)	test	\$645.00
Residue Viscosity	test	\$285.00
Wet Track Abrasion Testing	test	\$285.00
<b>Concrete</b>		
Trial Batch Fabrication (ASTM C192)	test	\$287.00
Trial Batch Concrete Cylinder (Cal 521, ASTM C192)	test	\$37.00
Trial Batch Beam (Cal 523, ASTM C192)	test	\$66.00
Rapid Cure Concrete Boil Method	test	\$171.00
Concrete Core Compression (ASTM C42)	test	\$57.00
Modulus Elasticity (Cal 522, ASTM C469)	test	\$251.00
6" X 6" Flex Beam (Cal 523, ASTM C78)	test	\$71.00
Concrete Permeability	test	\$429.00
Unit Weight, Hardened Concrete (ASTM C642)	test	\$43.00
Cement Content, Hardened Concrete	test	\$857.00
Moist Condition, Hardened Concrete	test	\$251.00
Specific Gravity, Absorption, Void – Hardened Concrete (ASTM C642)	test	\$357.00
Potential Alkali Reaction, Mortar Bar # 4	test	\$714.00
Shotcrete Panel, 3 Cores – Compression (CBC)	test	\$279.00
Split Tensile, Concrete Cylinder (ASTM C496)	test	\$71.00
Concrete Cylinder Compression (Cal 521, ASTM C39)	test	\$26.00
Pre-Construction Shotcrete Panels (ASTM C1140)	test	\$1,000.00
Length Change, Mortar or Concrete (ASTM C157)	test	\$357.00
Compression Tests, Lightweight Concrete Fill (ASTM C567)	test	\$57.00
Unit Weight, Lightweight Concrete Fill (ASTM C567)	test	\$57.00
<b>Metal</b>		
Tensile Strength #3 - #8 Bar (ASTM A615/A706)	test	\$71.00
Tensile Strength #9 - #11 Bar (ASTM A615/A706)	test	\$87.00
Bend Test Bar (ASTM A615)	test	\$43.00
Tensile Strength, Structural Steel (ASTM A370)	test	\$116.00
Bend Test, Structural Steel (ASTM A370)	test	\$57.00
Modulus of Elasticity (Steel)	test	\$140.00

**City of San Diego As-Needed CM Services Contract  
Berggren & Associates, Inc.**

<b>Employee Name</b>	<b>Classification</b>	<b>Hourly Rate ST</b>	<b>Hourly Rate OT</b>
John Berggren	Land Surveyor	\$113.40	Exempt
Chris Coppens	Land Surveyor	\$108.00	162.00
Dan Hooper	Land Surveyor	\$108.00	162.00
William Brooks	Chainman	\$102.22	153.33

\* Rates effective through 12/31/13. Escalation of labor rates subject to approval by the City.

**Other Direct Costs**

<b>Item</b>	<b>Detail</b>
Cell phones, printing, plotting, reproduction, delivery service, mail, local and long distance telephone charges.	At Cost
Mileage <i>(as approved by City of San Diego)</i>	Current IRS Rate
Aerial Mapping	Cost
Record Maps	Cost

**City of San Diego As-Needed CM Services Contract  
CJ Roberts Inc**

<b>Employee Name</b>	<b>Classification</b>	<b>City Equivalent Classification</b>	<b>Hourly Rate ST</b>	<b>Hourly Rate OT</b>
Chris Roberts, PE	Sr Civil Engineer / Principal	Senior Engineer	\$180.70	\$271.05
Jim Shreve, PE	Sr Civil Engineer	Senior Engineer	\$152.90	\$229.35
Hal Lore, PE	Civil Engineer	Senior Engineer	\$139.00	\$208.50
Allan Shapiro, PE	Civil Engineer/QSD	Senior Engineer	\$139.00	\$208.50
Marc Mizuta, PTOE PE	Traffic Engineer	Senior Engineer	\$139.00	\$208.50
Matt Howe	Const Manager	Associate Engineer	\$125.10	\$187.65
Duyen Howe	Const Manager	Associate Engineer	\$125.10	\$187.65
Michelle Ruiz	QCM / Building Inspector	Associate Engineer	\$111.20	\$166.80
Jonah Dominek	Non-Destructive Testing	Assistant Engineer	\$97.30	\$145.95
Nick Narbeth	Welding Inspector	Assistant Engineer	\$83.40	\$125.10
Jason McNight	Welding Inspector	Assistant Engineer	\$83.40	\$125.10
Kevin Tinsley	Concrete/Masonry/Fireproofing Inspector	Assistant Engineer	\$72.28	\$108.42
Chris Marquardt	Concrete/Masonry/QSP Inspector	Assistant Engineer	\$72.28	\$108.42

\* Rates effective through 12/31/13. Escalation of labor rates subject to approval by the City.

**Other Direct Costs**

<b>Item</b>	<b>Detail</b>
Cell phones, printing, plotting, reproduction, delivery service, mail, local and long distance telephone charges.	At Cost
Field Vehicle Usage (4WD vehicle for off road use when approved by City staff)	\$75/day of use
Mileage ( <i>as approved by the City of San Diego</i> )	Current IRS Rate
Out of Town Travel (airfare, car, hotel, meals, etc.)	At Cost on approval from City of San Diego

**City of San Diego As-Needed CM Services Contract  
David Reed, Landscape Architects**

<b>Employee Name</b>	<b>Classification</b>	<b>City Equivalent Classification</b>	<b>Hourly Rate ST</b>	<b>Hourly Rate OT</b>
Gerardo Banuelos	Project Designer 1	Associate Landscape Architect	\$69.60	\$104.40
Janet Ward	Project Designer 1	Associate Landscape Architect	\$69.60	\$104.40
David Reed	Principal	Principal	\$180.00	\$270.00
April Ruiz	Administrative	Administrative	\$49.00	\$73.50

\* Rates effective through 12/31/13. Escalation of labor rates subject to approval by the City.

**Other Direct Costs**

<b>Item</b>	<b>Detail</b>
Cell phones, printing, plotting, reproduction, delivery service, mail, local and long distance telephone charges.	At Cost
Field Vehicle Usage (4WD vehicle for off road use when approved by City staff)	\$65/day of use
Mileage (as approved by the City of San Diego)	Current IRS Rate
Out of Town Travel (airfare, car, hotel, meals, etc.)	At Cost on approval from City of San Diego

**City of San Diego As-Needed CM Services Contract  
Laguna Mountain Environmental, Inc.**

<b>Employee Name</b>	<b>Classification</b>	<b>Hourly Rate ST</b>	<b>Hourly Rate OT</b>
Jose Aguilar	Principal Investigator	\$57.08	\$85.63
Adam Andrus	Associate Archaeologist	\$39.19	\$58.79
Mercy Baron	Associate Archaeologist	\$44.30	\$66.46
Rob Case	Principal Investigator	\$66.46	\$99.68
Ashley Chernosky	Associate Archaeologist	\$39.19	\$58.79
Andrew Pignolo	Principal Investigator	\$77.64	\$116.46
Carol Serr	Lab Director	\$59.21	\$88.82
Nathanial Yerka	Associate Archaeologist	\$47.71	\$71.57

\* Rates effective through 12/31/13. Escalation of labor rates subject to approval by the City.

**Other Direct Costs**

<b>Item</b>	<b>Detail</b>
Cell phones, printing, plotting, reproduction, delivery service, mail, local and long distance telephone charges.	At Cost
Field Vehicle Usage (4WD vehicle for off road use when approved by City staff)	\$80/day of use
Mileage <i>(as approved by City of San Diego)</i>	Current IRS Rate
Out of Town Travel (airfare, car, hotel, meals, etc.)	At Cost on approval from City of San Diego

**City of San Diego As-Needed CM Services Contract  
Lopez Engineering, Inc.**

<b>Employee Name</b>	<b>Classification</b>	<b>City Equivalent Classification</b>	<b>Hourly Rate ST</b>	<b>Hourly Rate OT</b>
John Lopez	Principal, Chief Electrical Engineer, PE	Principal	158.40	237.60
Rhonda Reynolds	Electrical Engineer, PE	Senior Electrical Engineer	102.67	154.01
Lawrence Ramirez	Electrical Engineer	Associate Electrical Engineer	102.06	153.09
Neil Sherer	Electrical Engineer, EIT	Specialist	99.04	148.55
Amira Medjamia	Electrical Engineer, NQA-1 Mgr, SKM Specialist	Specialist	78.62	117.94
Stefanos Measho	Electrical Engineer, PLS-CADD Technologist	Assistant Electrical Engineer	77.11	115.67
Wesley Breckenridge	AutoCAD & Revit Drafter, Junior Designer	Specialist	61.27	91.91
Martin Perea	AutoCAD & Revit Drafter, Junior Designer	Specialist	55.30	82.94
Tony Rivera	Project Coordinator	Specialist	60.48	90.72
Sharon Potter	Project Controls	Specialist	129.60	194.40
Ashleigh Gureczny	Document Controls	Specialist	77.76	116.64

\* Rates effective through 12/31/13. Escalation of labor rates subject to approval by the City.

**Other Direct Costs**

<b>Item</b>	<b>Detail</b>
Cell phones, printing, plotting, reproduction, delivery service, mail, local and long distance telephone charges.	At Cost
Field Vehicle Usage (4WD vehicle for off road use when approved by City staff)	\$75/day
Mileage (as approved by the City of San Diego)	Current IRS Rate
Out of Town Travel (airfare, car, hotel, meals, etc.)	At Cost on approval from City of San Diego

**City of San Diego As-Needed CM Services Contract  
Marum Partnership**

<b>Employee Name</b>	<b>Classification</b>	<b>City Equivalent Classification</b>	<b>Hourly Rate ST</b>
Marian Marum	Principal Land.Arch.	Principal	\$154.00
Steve Sherman	Senior Land. Arch.	Senior Landscape Architect	\$90.00
Gary Hoyt	Senior Land. Arch.	Senior Landscape Architect	\$90.00
Paul Rank	Assistant Arch.	Assistant Architect	\$70.00

\* Rates effective through 12/31/13. Escalation of labor rates subject to approval by the City.

**Other Direct Costs**

<b>Item</b>	<b>Detail</b>
Cell phones, printing, plotting, reproduction, delivery service, mail, local and long distance telephone charges.	At Cost
Field Vehicle Usage (4WD vehicle for off road use when approved by City staff)	\$70.00/day of use
Mileage (as approved by the City of San Diego)	Current IRS Rate
Out of Town Travel (airfare, car, hotel, meals, etc.)	At Cost on approval from City of San Diego

**City of San Diego As-Needed CM Services Contract  
SIMON WONG ENGINEERING**

<b>Employee Name</b>	<b>Classification</b>	<b>City Equivalent Classification</b>	<b>Hourly Rate ST</b>	<b>Hourly Rate OT</b>
Marc McIntyre, P.E.	Project Manager	Senior Engineer	\$272.31	N/A
Hank Gentile, P.E.	Bridges	Senior Engineer	\$209.21	N/A
Richard Fitterer, P.E.	Bridges	Senior Engineer	\$192.72	N/A
Rey Nocon, P.E.	Bridges	Senior Engineer	\$236.54	N/A
Thomas "Duff" Joseph, P.E.	Districts/Civil	Senior Engineer	\$195.39	N/A
Henry Stultz, P.E.	Bridges	Senior Engineer	\$222.83	N/A
Marty Phillips, P.E.	Districts/Civil	Associate Engineer	\$167.94	N/A
Marty Phillips - PW	Districts/Civil	Associate Engineer	\$167.94	\$251.91
Kimberly Hakola, P.E.	Districts/Civil	Associate Engineer	\$143.30	N/A
Kimberly Hakola - PW	Districts/Civil	Associate Engineer	\$147.43	\$221.15
Steve Vargo, P.E.	Districts/Civil	Associate Engineer	\$150.92	N/A
Steve Vargo - PW	Districts/Civil	Associate Engineer	\$150.92	\$226.38
Stephen Fordham, P.E.	Districts/Civil	Associate Engineer	\$139.17	N/A
Stephen Fordham - PW	Districts/Civil	Associate Engineer	\$139.17	\$208.75
Cliff Clermont, P.E.	Districts/Civil	Assistant Engineer	\$142.45	N/A
Cliff Clermont - PW	Districts/Civil	Assistant Engineer	\$142.45	\$213.68
Joe Blanda, P.E.	Districts/Civil	Assistant Engineer	\$122.52	N/A
Joe Blanda - PW	Districts/Civil	Assistant Engineer	\$140.61	\$210.92
Ambika Burda, P.E.	Districts/Civil	Assistant Engineer	\$135.37	N/A
Ambika Burda - PW	Districts/Civil	Assistant Engineer	\$137.29	\$205.93
Alex Gordon, P.E.	Districts/Civil	Assistant Engineer	\$145.20	N/A
Alex Gordon - PW	Districts/Civil	Assistant Engineer	\$145.20	\$217.80
Doug Provins, P.E.	Districts/Civil	Assistant Engineer	\$145.14	N/A
Doug Provins - PW	Districts/Civil	Assistant Engineer	\$145.14	\$217.72
Mark Plotnikiewicz, P.E.	Bridges	Associate Engineer	\$145.88	N/A
Mark Plotnikiewicz - PW	Bridges	Associate Engineer	\$145.88	\$218.82
Dave Zaroni, P.E.	Bridges	Assistant Engineer	\$150.95	N/A
Dave Zaroni - PW	Bridges	Assistant Engineer	\$150.95	\$226.43
James Dermody, P.E.	Bridges	Assistant Engineer	\$144.72	N/A
James Dermody - PW	Bridges	Assistant Engineer	\$144.72	\$217.08
KC Schaeffer	Districts/Civil	Associate Engineer	\$164.35	\$246.52
KC Schaffer - PW	Districts/Civil	Associate Engineer	\$164.35	\$246.52
Chris MacPherson	Districts/Civil	Assistant Engineer	\$88.36	\$132.54
Chris MacPherson - PW	Districts/Civil	Assistant Engineer	\$149.33	\$224.00
Ben Rhode	Districts/Civil	Assistant Engineer	\$120.36	\$180.55
Ben Rhode - PW	Districts/Civil	Assistant Engineer	\$141.05	\$211.58
Kristina Donovan	Districts/Civil	Assistant Engineer	\$113.28	\$169.93
Kristina Donovan - PW	Districts/Civil	Assistant Engineer	\$146.83	\$220.24
Scott Maloney	Districts/Civil	Assistant Engineer	\$141.77	\$212.66
Scott Maloney - PW	Districts/Civil	Assistant Engineer	\$141.77	\$212.66
Rick Oldham	Districts/Civil	Assistant Engineer	\$124.50	\$186.75
Rick Oldham - PW	Districts/Civil	Assistant Engineer	\$135.69	\$203.54
Randy Lewis	Districts/Civil	Assistant Engineer	\$138.63	\$207.95
Randy Lewis - PW	Districts/Civil	Assistant Engineer	\$138.63	\$207.95
William Baker	Districts/Civil	Assistant Engineer	\$146.33	\$219.50
William Baker - PW	Districts/Civil	Assistant Engineer	\$146.33	\$219.50
Ray Ehly	Districts/Civil	Assistant Engineer	\$139.17	\$208.75
Ray Ehly - PW	Districts/Civil	Assistant Engineer	\$139.17	\$208.75
Roger Morris	Districts/Civil	Assistant Engineer	\$148.12	\$222.18
Roger Morris - PW	Districts/Civil	Assistant Engineer	\$148.12	\$222.18
Bert Garner	Districts/Civil	Assistant Engineer	\$132.29	\$198.43
Bert Garner - PW	Districts/Civil	Assistant Engineer	\$167.18	\$250.76
Brian Risher	Districts/Civil	Assistant Engineer	\$129.60	\$194.39

**City of San Diego As-Needed CM Services Contract  
SIMON WONG ENGINEERING**

<b>Employee Name</b>	<b>Classification</b>	<b>City Equivalent Classification</b>	<b>Hourly Rate ST</b>	<b>Hourly Rate OT</b>
Brian Risher - PW	Districts/Civil	Assistant Engineer	\$136.41	\$204.61
Tim Loveridge	Districts/Civil	Assistant Engineer	\$148.12	\$222.18
Tim Loveridge - PW	Districts/Civil	Assistant Engineer	\$148.12	\$222.18
Ben Godfrey	Districts/Civil	Assistant Engineer	\$141.77	\$212.66
Ben Godfrey - PW	Districts/Civil	Assistant Engineer	\$141.77	\$212.66
Celina Kotara	Districts/Civil	Assistant Engineer	\$147.27	\$220.90
Celina Kotara - PW	Districts/Civil	Assistant Engineer	\$150.76	\$226.14
Del Harman	Districts/Civil	Assistant Engineer	\$139.17	\$208.75
Del Harman - PW	Districts/Civil	Assistant Engineer	\$139.17	\$208.75
Jim Urbina	Districts/Civil	Assistant Engineer	\$139.31	\$208.97
Jim Urbina - PW	Districts/Civil	Assistant Engineer	\$139.31	\$208.97
Chuck Littlejohn	Districts/Civil	Assistant Engineer	\$135.49	\$203.23
Chuck Littlejohn - PW	Districts/Civil	Assistant Engineer	\$139.32	\$208.98
Shawn Stewart	Districts/Civil	Assistant Engineer	\$140.16	\$210.24
Shawn Stewart - PW	Districts/Civil	Assistant Engineer	\$140.16	\$210.24
Steve Wagoner	Districts/Civil	Assistant Engineer	\$103.09	\$154.63
Steve Wagoner - PW	Districts/Civil	Assistant Engineer	\$149.39	\$224.08
David Wooley	Districts/Civil	Assistant Engineer	\$103.09	\$154.63
David Wooley - PW	Districts/Civil	Assistant Engineer	\$141.49	\$212.24
Michael Schultz	Districts/Civil	Assistant Engineer	\$139.34	\$209.01
Michael Schultz - PW	Districts/Civil	Assistant Engineer	\$149.11	\$223.67
Frank Sostrom	Districts/Civil	Assistant Engineer	\$142.45	\$213.68
Frank Sostrom - PW	Districts/Civil	Assistant Engineer	\$142.45	\$213.68
Vincent Byrnes	Traffic/Electrical	Assistant Engineer	\$186.35	\$279.53
Vincent Byrnes - PW	Traffic/Electrical	Assistant Engineer	\$186.35	\$279.53
Charles "Reggie" Mills	Traffic/Electrical	Assistant Engineer	\$137.04	\$205.57
Charles "Reggie" Mills - PW	Traffic/Electrical	Assistant Engineer	\$166.41	\$249.61

\*PW = Prevailing Wage

\* Prevailing wage rates based on California DIR Determination No. SD-23-63-3-2011-2D2.

\* Rates effective through 12/31/13. Escalation of labor rates subject to approval by the City.

**Other Direct Costs**

<b>Item</b>	<b>Detail</b>
Field Vehicle Usage (4WD vehicle for off road use when approved by City staff)	\$71.80/day of use
Mileage (as approved by the City of San Diego)	Current IRS Rate
Out of Town Travel (airfare, car, hotel, meals, etc.)	At Cost on approval from City of San Diego
Outside Reproduction (as approved by the City of San Diego)	Actual Cost per Vendor Invoice

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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**I. City’s Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Consultants doing business with the City. The City encourages its Consultants to share this commitment. Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors. *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. Proposal Documents to include Disclosure of Discrimination Complaints. 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, 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 AA) 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 proposals ranking as qualified or acceptable, or any higher ranking, the City shall apply a maximum of 12 additional points for SLBE or ELBE participation. Points will be awarded as follows:

- a. 20% participation – 5 points
- b. 25% participation – 10 points
- c. SLBE or ELBE as prime contractor – 12 points

2. All professional services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. For the purposes of this Council Policy, the subcontractor requirement may be met by a provider of materials or supplies. Details can be found at <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

- B. Subcontractor Participation List. The Subcontractor Participation List (Attachment BB) 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.
- C. Commitment Letters. Consultant shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of services, and percent of participation in the project.
- D. Contract Activity Reports. To permit monitoring of the winning Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment CC) reflecting work performed by Subcontractors/Subconsultants/Vendors shall be submitted quarterly for any work covered under an executed contract.

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

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

1. Outreach Efforts. Description of Consultant's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
2. Past Participation Levels. Listing of Consultant's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small or Emerging Local Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
3. Equal Opportunity Employment. Listing of Consultant's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Consultant's Workforce Report as compared to the County's Labor Force Availability.

4. Community Activities. Listing of Consultant’s current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

B. In accordance with the City’s Equal Opportunity Commitment, the City will consider the four factors described above as part of the evaluation process. A maximum of 13 additional points will be awarded based on consideration of these four factors. Points awarded based on Consultants demonstrated commitment to equal opportunity will be in addition to any points awarded for SLBE or ELBE participation as described in Section IV.

## VI. Definitions.

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

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

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

Certified “**Disabled Veteran Business Enterprise**” (DVBE) means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(s).

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

**Emerging Local Business Enterprise (ELBE)** – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$2.75 million – Construction
- \$1.5 million – Specialty Construction
- \$1.5 million – Goods/Materials/Services
- 1.0 million – Trucking

- \$750,000 – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

**Local Business Enterprise (LBE)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego City or 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.

**Small Local Business Enterprise (SLBE)** – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$5.0 million – Construction
- \$3.0 million – Specialty Construction
- \$3.0 million – Goods/Materials/Services
- \$2.0 million – Trucking
- \$1.5 million – Professional Services and Architect/Engineering

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the requirements to be defined as a Small Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

**VIII. Certification.**

Below are the EOC – accepted certification agencies along with certifiable groups:

City of San Diego:	ELBE, SLBE
Caltrans:	DBE, SMBE, SWBE
Dept. of General Services:	DVBE
CA Public Utilities Commission:	MBE, WBE
City of Los Angeles:	DBE, WBE, MBE
SD Regional Minority Supplier Diversity Council:	MBE, WBE

**IX. List of Attachments.**

- AA. Work Force Report
- BB. Subcontractors List
- CC. Contract Activity Report



## WORK FORCE REPORT

### ADMINISTRATIVE

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

### CONTRACTOR IDENTIFICATION

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

Name of Company: SAIC Energy, Environment & Infrastructure, LLC

AKA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 9400 N Broadway, Suite 300

City Oklahoma City County \_\_\_\_\_ State OK Zip: 73114

Telephone Number: (858) 487-7877 FAX Number: (858) 592-9209

Name of Company CEO: Walt Havenstein

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

Address: 15373 Innovation Drive, Suite 390

City San Diego County San Diego State California Zip 92128

Telephone Number: (858) 487-7877 FAX Number: (858) 592-9209

Type of Business: Consulting Type of License: NA

The Company has appointed: Kate Y Parker

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: 1710 Saic Drive, McLean, VA 22102

Telephone Number: (703) 676-5601 FAX Number: (703) 676-2295

- 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 SAIC Energy, Environment & Infrastructure, LLC

(Firm Name)

, Fairfax Virginia hereby certify that information provided

(County)

(State)

here in is true and correct. This document was executed on this 30th day of May 2012

  
 \_\_\_\_\_  
 (Authorized Signature)

Christopher M. Dull, Vice President  
 \_\_\_\_\_  
 (Print Authorized Signature)

**OFFICE(S) or BRANCH(ES): San Diego County Offices**      **COUNTY: San Diego**

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Management & Financial	7	7	25	9	29	19	2	1	0	2	378	148	1
Professional	39	24	91	65	130	124	10	4	5	6	920	467	19	14
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	19	2	46	3	52	19	2	2	4	1	164	36	2	0
Sales	0	0	1	1	0	0	0	0	0	0	8	0	0	0
Administrative Support	13	6	17	16	8	8	0	0	0	1	51	80	2	2
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	1	0	2	4	0	0	0	0	2	2	0	0
Operative Workers	0	0	1	6	6	4	0	0	0	0	2	1	1	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	78	39	182	100	227	178	14	7	9	10	1525	734	25	17
--------------------	----	----	-----	-----	-----	-----	----	---	---	----	------	-----	----	----

Grand Total All Employees	3145
---------------------------	------

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



# CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

## HISTORY

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

## WORK FORCE & BRANCH WORK FORCE REPORTS

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

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

## MANAGING OFFICE WORK FORCE

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

## TYPES OF WORK FORCE REPORTS:

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

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

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

## **Exhibit: Work Force Report Job categories**

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

### **Management & Financial**

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

### **Professional**

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

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

**Architecture & Engineering, Science, Computer**

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

**Technical**

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

**Sales**

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

**Administrative Support**

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

**Services**

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

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

**Crafts**

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

**Operative Workers**

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

**Transportation**

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

**Laborers**

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

## SUBCONSULTANTS LIST

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

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

Subcontractors shall be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	SLBE/ELBE(* MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED
Simon Wong Engineering, Inc. 9968 Hibert Street, 2nd Floor San Diego, CA 92131	Civil / Traffic / Electrical /Bridges Engineering	23 %	MBE	California
CJ Roberts Inc. 16957 Laurel Hill Lane, Suite 206 San Diego, CA 92127	Civil Engineering	14.5 %	SLBE	California
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca Street, Suite 102 Santee, CA 92071-2685	Geotechnical & Materials Testing, Special Inspections	6 %	DBE / SLBE / SBE / MBE	California
Lopez Engineering, Inc. 1501 Moreno Boulevard San Diego, CA 92110	Electrical Engineering	3.5 %	DBE / SLBE /	California
Aguirre & Associates, Inc. 8265 Commercial Street, Suite 1 La Mesa, CA 91942	Land Surveying and Right of Way Mapping	1 %	DBE / MBE / SBE / SLBE	California

Berggren & Associates, Inc. 6046 Cornerstone Ct. West, Suite 116 San Diego, CA 92121	Land Surveying and Right of Way Mapping	1 %	SLBE / DBE	California
Laguna Mountain Environmental, Inc. 7969 Engineer Road, Suite 208 San Diego, CA 92111	Cultural Resources Services	.5 %	SLBE / DBE	California
David Reed Landscape Architects 2171 India Street, Suite A San Diego, CA 92101	Landscape Architecture	.5 %	SLBE / OBE / MLBE / SBE	California
Marum Partnership 4010 Goldfinch Street San Diego, CA 92103	Landscape Architecture	.5 %	WBE / SLBE	California
Accessibility Specialists 10231 Caminito Rio Branco San Diego, CA 92131	ADA Interpretations	.5 %		

\* Listed for informational purposes only.

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

List of Abbreviations:

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

## CONTRACT ACTIVITY REPORT

Consultants are required by contract to report subcontractant activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

**PROJECT:** \_\_\_\_\_ **PRIME CONTRACTOR:** \_\_\_\_\_

**CONTRACT AMOUNT:** \_\_\_\_\_ **INVOICE PERIOD:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Include Additional Services Not-to-Exceed Amount

Subcontractor	Indicate SLBE, ELBE, MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Simon Wong Engineering, Inc. (858) 566-3113	MBE					\$ 1,150,000	23%
Rod Bleakly - rbleakly@simonwongeng.com CJ Roberts Inc. (858) 228-3655	SLBE					\$ 725,000	14.50%
Chris Roberts, PE - chris@cirobertsinc.com Allied Geotechnical Engineers, Inc. (619) 449-5900	DBE / SLBE / SBE / MBE					\$ 300,000	6%
Tiong Liem - tj.liem@alliedgeo.com Lopez Engineering, Inc. (619) 275-5658	DBE / SLBE					\$ 175,000	3.50%
Erika Lopez - elopez@lopezengineering.com Aguirre & Associates, Inc. (619) 464-6978	DBE / MBE / SBE / SLBE					\$ 50,000	1%
Mickey Aguirre - mickey@aguirre-inc.com Bergren & Associates, Inc. (858) 824-0034	SLBE / DBE					\$ 50,000	1%
John Berggren - j.berggren@prodigy.net Laguna Mountain Environmental, Inc. (858) 505-8164 Andrew Pignuolo - lagunaenv@aol.com	SLBE / DBE					\$ 25,000	0.50%



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

**PROJECT TITLE:** City of San Diego As-Needed Construction Management Contract

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

**FIRM NAME:** SAIC Energy, Environment & Infrastructure, LLC

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

Signed   
Printed Name Christopher M. Dull  
Title Vice President  
Date May 30, 2012

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

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

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

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

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

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

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

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

## DISCLOSURE DETERMINATION FOR CONSULTANT

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

1. Department / Board / Commission / Agency Name: City of San Diego Public Works Department  
Field Engineering Division
2. Name of Specific Consultant & Company: SAIC Energy, Environmental & Infrastructure
3. Address, City, State, ZIP 15373 Innovation Drive, Suite 390  
San Diego, CA 92128
4. Project Title (as shown on 1472, "Request for Council Action") As-Needed Professional Construction  
Management Services Agreement with SAIC  
Energy, Environmental & Infrastructure
5. Consultant Duties for Project: Construction Management and Inspection  
services. Duties include enforcement of contract  
Documents, overall direct communication with  
City's Contractor, contract administration,  
Approval of invoices and change orders
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.**]

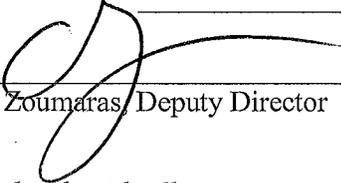
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By:   
Dave Zoumaras, Deputy Director

8-17-12  
[Date]

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

## DEFINITION OF “CONSULTANT”

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

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

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

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

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

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

**BACKGROUND:**

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

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

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

**PURPOSE:**

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

**POLICY:**

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

## LEED (Leadership in Energy and Environmental Design):

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

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

## SUSTAINABLE BUILDING MEASURES:

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

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

Comply with the storm water development requirements in the Storm Water Management and Discharge Control Ordinance (Municipal Code § 43.03), and the City’s grading and drainage regulations and implementing documents (MC § 142.01 and 142.02, respectively).

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

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

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

### PRIVATE-SECTOR/INCENTIVES:

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

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

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

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

### HEALTH AND RESOURCE CONSERVATION:

1. Projects will be designed to avoid inflicting permanent adverse impact on the natural state of the air, land and water, by using resources and methods that minimize pollution and waste, and do not cause permanent damage to the earth, including erosion.
2. Projects will include innovative strategies and technologies such as porous paving to conserve water, reduce effluent and run-off, thus recharging the water table.
3. When feasible, native plants will be used in landscaping to reduce pesticide, fertilizer, and water usage.
4. Buildings will be constructed and operated using materials, methods, mechanical and electrical systems that ensure a healthful indoor air quality, while avoiding contamination by carcinogens, volatile organic compounds, fungi, molds, bacteria, and other known toxins.
5. Projects will be planned to minimize waste through the use of a variety of strategies such as: a) reuse of materials or the highest practical recycled content; b) raw materials derived from sustainable or renewable sources; c) materials and products ensuring long life/durability and recyclability; d) materials

requiring the minimum of energy and rare resources to produce and use; and e) materials requiring the least amount of energy to transport to the job site.

#### OUTREACH / EDUCATION:

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

#### IMPLEMENTATION:

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

#### LEGISLATION:

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

#### REFERENCES:

Related existing Council Policies:

400-11, Water Conservation Techniques

400-12, Water Reclamation/Reuse

900-02, Energy Conservation and Management

900-06, Solid Waste Recycling

#### HISTORY:

Adopted by Resolution R-289457 11/18/1997

Amended by Resolution R-295074 06/19/2001

Amended by Resolution R-298000 05/20/2003

**EXHIBIT H**  
**City of San Diego**  
**Consultant Performance Evaluation**

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

**Section I**

<b>1. PROJECT DATA</b>		<b>2. CONSULTANT DATA</b>	
1a. Project (title, location and CIP No.):		2a. Name and address of Consultant:	
1b. Brief Description:		2b. Consultant's Project Manager:	
1c. Budgeted Cost:		Phone (    ) _____	
<b>3. CITY DEPARTMENT RESPONSIBLE</b>			
3a. Department (include division):		3b. Project Manager (address & phone):	
<b>4. CONTRACT DATA (DESIGN AND CONSTRUCTION)</b>			
4. Design			
4a. Agreement Date: _____ Resolution #: _____ \$ _____			
4b. Amendments: \$ _____ / # _____ (City) \$ _____ / # _____ (Consultant)			
4c. Total Agreement (4a. & 4b.): \$ _____			
4d. Type of Work (design, study, etc.):		4e. Key Contract Completion Dates:	
		_____%    _____%    _____%    _____%    _____% <u>100</u> %	
		Agreement _____	
		Delivery _____	
		Acceptance _____	
<b>5. Construction</b>			
5a. Contractor _____		Phone (    ) _____	
<i>(name and address)</i>			
5b. Superintendent _____			
5c. Notice to Proceed _____ (date)		5f. Change Orders:	
5d. Working days _____ (number)		Errors/Omissions _____ % of const. cost \$ _____	
5e. Actual Working days _____ (number)		Unforeseen Conditions _____ % of const. cost \$ _____	
		Changed Scope _____ % of const. cost \$ _____	
		Changes Quantities _____ % of const. cost \$ _____	
		Total Construction Cost \$ _____	
<b>6. OVERALL RATING (Please ensure Section II is completed)</b>			
		Excellent	Satisfactory
		Poor	
6a. Plans/specification accuracy.....		_____	_____
Consistency with budget.....		_____	_____
Responsiveness to City Staff.....		_____	_____
6b. Overall Rating _____			
<b>7. AUTHORIZING SIGNATURES</b>			
7a. Project Manager _____		Date _____	
7b. Deputy Director _____		Date _____	

Section II

SPECIFIC RATINGS

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

**Section III**

**SUPPLEMENTAL INFORMATION**

Please ensure to attach additional documentation as-needed.

Item \_\_\_\_\_ : \_\_\_\_\_  
 \_\_\_\_\_

(\*Supporting documentation attached yes \_\_\_\_\_ no \_\_\_\_\_)



**City of San Diego  
Purchasing & Contracting Department  
Contractor/Vendor Registration Form**

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID:

[ID Number will be provided by City]

**Firm Info:**

Firm Name:

SAIC Energy, Environment & Infrastructure, LLC

Doing Business As:

Firm Address:

9400 N Broadway, Suite 300

City:

Oklahoma City

State:

OK

Zip:

73114

Phone:

858-487-7877

Fax:

858-592-9209

Taxpayer ID:

20-1659855

Business License:

B2011003258

Website:

www.saic.com/EEandI

**Contact Info:**

Contact Name:

April Penera

Title:

Project Manager

Email:

April.S.Penera@saic.com

Phone:

858-487-7877

Cell:

858-354-1331

**Alternate Address (if different from above) to Receive Remittance:**

Mailing Address:

15373 Innovation Drive, Suite 390

City:

San Diego

State:

CA

Zip:

92128

**Alternate Address (if different from above) to Receive Bid/Contract Opportunities:**

Mailing Address:

City:

State:

Zip:

**Contractor Licenses (if applicable)**

License Number:

License Type:

License Number:

License Type:

License Number:

License Type:

Contractor/Vendor Registration Form – Page 2

Product/Services Description:

Firm Name: SAIC Energy, Environment & Infrastructure, LLC

Over all the firm's long history in San Diego (since 1969), SAIC has provided consulting and information technology services including planning, special studies, survey, detailed engineering, construction engineering services, systems testing and start-up services on numerous projects for both public and private sector clients.

Product/Services Information:

NIGP Codes: \*  
91800

\*find list of available NIGP Codes at <http://www.sandiego.gov/purchasing> OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

<b>Primary Owner of the Firm</b> (51% ownership or more)	<input type="checkbox"/> Male	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Female or	<input type="checkbox"/> Partnership
		<input type="checkbox"/> Corporation
		<input type="checkbox"/> Limited Liability Partnership
		<input checked="" type="checkbox"/> Limited Liability Corporation
		<input type="checkbox"/> Joint Venture
		<input type="checkbox"/> Non-Profit
		<input type="checkbox"/> Governmental/Municipality/Regulatory Agency
		<input type="checkbox"/> Utility

Ethnicity:

Ethnicity: \*

\* select one from the following List of Ethnicities:

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

**Ownership Classification**

Classification:

\*NA

\* select from the following **List of Ownership Classification Codes** (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
DPBT	(Persons With A Disability Or Disabilities Business Enterprise)
LGBT	(Lesbian, Gay, Bisexual, Transsexual Business Enterprise)

**Certified by an Agency?**       No       Yes (enter Certification Number and Certifying Agency below)

Certification #:

Agency:

Certification #:

Agency:

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

Please mail this form to: Purchasing & Contracting Department  
 1200 Third Avenue, Suite 200  
 San Diego, CA 92101

or fax to: 619/ 236-5904

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

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

**A. PROJECT TITLE:**

City of San Diego As-Needed Construction Management Contract

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**B. BIDDER/CONTRACTOR INFORMATION:**

SAIC Energy, Environment & Infrastructure, LLC

Legal Name

DBA

9400 N Broadway, Ste 300

Oklahoma City

OK

73114

Street Address

City

State

Zip

April Penera, Project Manager

858-354-1331

858-592-9209

Contact Person, Title

Phone

Fax

**C. OWNERSHIP AND NAME CHANGES:**

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

Yes     No

If **Yes**, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when 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 *Pledge of Compliance 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. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

**Corporation** Date incorporated: \_\_\_ / \_\_\_ / \_\_\_ State of incorporation: \_\_\_\_\_

List corporation's current officers: President: \_\_\_\_\_  
Vice Pres: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

Is your firm a publicly traded corporation?  Yes  No

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

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

**Limited Liability Company** Date formed: 2/11/1970 State of formation: Delaware

List names of members who own five percent (5%) or more of the company:

\_\_\_\_\_  
R.W. Beck Group, Inc. - 100%  
\_\_\_\_\_

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

List names of all firm partners:

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

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

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

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

**Joint Venture** Date started: \_\_\_\_\_

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

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

**Note:** Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?

Yes  No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

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

Yes  No

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

**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 *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?

Yes  No

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

**G. COMPLIANCE::**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management 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, wage and hours, and licensing laws which affect employees?

Yes  No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, 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 debarred or determined to be non-responsible by a government agency?

Yes  No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, 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 governmental entity?

Yes  No

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

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

Yes  No

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

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

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.**

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22,3224:

- (a) To 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) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) 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).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.
- (g)

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.**

Christopher M. Dull,  
Vice President

Print Name, Title



Signature

5/30/2012

Date

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

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

**Details for C 1.**

<b>Date</b>	<b>Description\Reason</b>	<b>Name Change</b>
2/11/1970	Incorporated in Delaware	Benham Blair & Affiliates, Inc.
5/28/1970	Name Change	Benham Consultants, Inc.
8/4/1971	Name Change	Benham Blair & Affiliates, Inc.
3/20/1981	Name Change	The Benham Group, Inc.
9/16/1985	Name Change	The Benham Companies, Inc.
6/30/2000	Name Change	Atkins Benham, Inc.
7/30/2002	Name Change	Atkins Americas, Inc.
9/11/2003	Name Change	The Benham Companies, Inc.
10/1/2004	Conversion to LLC	The Benham Companies, LLC
10/01/10	Name Change	SAIC Energy, Environment & Infrastructure, LLC

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Christopher M. Dull, Vice President  
 Print Name, Title

  
 Signature

05/30/2012  
 Date

# EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



EXHIBIT K  
For additional information, contact:  
CITY OF SAN DIEGO  
**EQUAL BENEFITS PROGRAM**  
202 C Street, MS 9A, San Diego, CA 92101  
Phone (619) 533-3948 Fax (619) 533-3220

## COMPANY INFORMATION

Company Name: SAIC Energy, Environment & Infrastructure, LLC	Contact Name: Taschia Tamakloe
Company Address: 9400 N Broadway, Suite 300	Contact Phone: (858) 826-3811
Oklahoma City, OK 73114	Contact Email: <a href="mailto:taschia.l.tamakloe@saic.com">taschia.l.tamakloe@saic.com</a>

## CONTRACT INFORMATION

Contract Title: City of San Diego As-Needed Construction Management Contract	Start Date:
Contract Number (if no number, state location): H125638	End Date:

## SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To maintain equal benefits a contractor shall:

- Offer equal benefits to employees with spouses and employees with domestic partners in accordance with the EBO.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation; employee assistance programs; credit union; or any other benefit.
  - If a contractor does not offer a benefit to an employee with a spouse, that same benefit is not required to be offered to an employee with a domestic partner.
- Post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Allow City access to records, when requested, to confirm compliance with EBO requirements.
- Submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at [www.sandiego.gov](http://www.sandiego.gov).

## CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO by selecting A, B, or C below. The City may request supporting documentation.

- A.  I affirm compliance with the EBO because my firm (*contractor must select one reason*):
- Provides identical benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
- B.  I am not now in compliance, but request approval of **provisional compliance** with the EBO (*contractor must select one*):
- Until my firm completes administrative steps to implement compliance (3 month maximum).
  - Until effective date of my firm's first open enrollment period (1 year maximum).
  - Until expiration of current collective bargaining agreement(s) with my firm.
- C.  I request approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm (*contractor must select all*):
- Made reasonable efforts to comply, but will not be able to comply with EBO requirements before contract completion.
  - Will amend policies to extend benefits for which a cash equivalent is not available to domestic partners.
  - Will notify employees of the availability of a cash equivalent in lieu of equal benefits.

Under penalty of perjury under laws of the State of California, I certify I understand and will comply with requirements of the Equal Benefits Ordinance in the manner affirmed above in accordance with San Diego Municipal Code, Chapter 2, Article 2, Division 43 and the Rules Implementing the Equal Benefits Ordinance.

Christopher M. Dull, Vice President

May 30, 2012

Name/Title of Signatory

Signature

Date

## FOR OFFICIAL CITY USE ONLY

Receipt Date: \_\_\_\_\_ EBO Analyst: \_\_\_\_\_  Approved  Not Approved – Reason: \_\_\_\_\_

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

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

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

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

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

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

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

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

SAIC Energy, Environment & Infrastructure, LLC

Name of Firm



Signature of Authorized Representative

Christopher M. Dull, Vice President

Printed/Typed Name

June 11, 2012

Date

**CONSULTANT CERTIFICATION**

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**AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION**

**PROJECT TITLE:** CM As-Needed Services

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

SAIC Energy, Environment & Infrastructure, LLC

(Name under which business is conducted)

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

Signed 

Printed Name Christopher M. Dull

Title Vice President

DOCKET SUPPORTING INFORMATION  
CITY OF SAN DIEGO

DATE:

**EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION**

September 21, 2012

SUBJECT: As-Needed Professional Construction Management Services Agreement with SAIC Energy,  
Environment and Infrastructure

**GENERAL CONTRACT INFORMATION**

Recommended Consultant: SAIC Energy, Environment & Infrastructure LLC (Non Certified)

**Amount of this Action:** \$ 1,000.  
Total Agreement Amount: \$ 5,000,000. \*

Funding Source: City of San Diego

Goals: 20% Voluntary (SLBE/ELBE)

**\*SUBCONTRACTOR PARTICIPATION**

	<u>This Agreement</u>	<u>*Percent</u>
Simon Wong Eng Inc (MBE, M Asian Pacific)	\$ 1,150,000.	23.0%
CJ Roberts Inc (WMBE, F Cau)	\$ 725,000.	14.0%
Allied Geotechnical Eng, Inc (DBE, SLBE, M Asian Pacific)	\$ 300,000.	6.0%
Lopez Eng, Inc (DBE, SLBE, M Hispanic)	\$ 175,000.	3.5%
Aguirre & Assoc, Inc (DBE, MBE, SLBE M Hispanic)	\$ 50,000.	1.0%
Berggren & Assoc, Inc (DBE, SLBE M Cau)	\$ 50,000.	1.0%
Laguna Mt Environmental Inc (DBE, SLBE M Cau)	\$ 25,000.	0.5%
David Reed Lanscape Arch (SLBE, M Cau)	\$ 25,000.	0.5%
Marum Partnership (WBE, SLBE, F Cau)	\$ 25,000.	0.5%
<u>Accessibility Specialists (Non-certified, M Cau)</u>	<u>\$ 25,000.</u>	<u>0.5%</u>
<b>Total Certified Participation</b>	<b>\$ 1,375,000.</b>	<b>27.5%</b>
<b>Total Other Participation</b>	<b>\$ 1,175,000.</b>	<b>23.5%</b>
<b>Total Subcontractor Participation</b>	<b>\$ 2,550,000.</b>	<b>51.0%</b>

\*The current amounts are projections submitted at time of bid. Actuals will be tracked with each task on future action documents.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Equal Opportunity Required.

SAIC Energy, Environment and Infrastructure, LLC submitted a Work Force Report for their Cook County employees dated, May 30, 2012, indicating a total of 3145 employees. The agreement is with a government contractor organization, as such, they are expected to uphold their higher standard of contracting and observance of Equal Opportunity Contracting Policies. The firm's Work Force Analysis reflects under representations in the following categories:

Blacks in Professional  
Hispanics in Mgmt & Financial; and Professional  
Filipinos in Professional

Females in Mgmt & Financial; and Professional

Staff will continue to monitor the compliance with the City's municipal code and departmental requirements.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

**ADDITIONAL COMMENTS**

H125638

RW

The City of San Diego  
**COMPTROLLER'S CERTIFICATE**

**CERTIFICATE OF UNALLOTTED BALANCE**

ORIGINATING CC 3000005354  
 DEPT. NO.: 2112

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

Amount: \_\_\_\_\_

Purpose: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001									
TOTAL AMOUNT									

FUND OVERRIDE

**CERTIFICATION OF UNENCUMBERED BALANCE**

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

Not to Exceed: \$1,000.00

Vendor: SAIC Energy, Environmental & Infrastructure

Purpose: Authorizing the expenditure of funds in an amount not to exceed \$1,000.00 for the purpose of executing a contract to SAIC Energy, Environmental & Infrastructure to provide as-needed professional construction management services for the Metropolitan Biosolids Center Storage Silos.

Date: September 25, 2012 By: Van Nguyen

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001	700009	S00322		OTHR-00000000-PR	512025	2012		S-00322.06.02	\$1,000.00
TOTAL AMOUNT									\$1,000.00

FUND OVERRIDE

CC 3000005354