

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) n/a
--	---

TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Works/Engineering	DATE: 5/18/2015
---------------------	--	--------------------

SUBJECT: Second Amendment to the Agreement for As-Needed Construction Management Services with Harris & Associates (Contract No. H084402)

PRIMARY CONTACT (NAME, PHONE): Myrna Dayton, 858 627-3201, MS 18	SECONDARY CONTACT (NAME, PHONE): Julie Ballesteros, 858 573-5012, MS 18
---	--

COMPLETE FOR ACCOUNTING PURPOSES

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): None

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Financial Management	ORIG DEPT.	Gibson, Marnell	07/01/2015
Comptroller	CFO		
Environmental Analysis	DEPUTY CHIEF	LoMedico, Stacey	08/06/2015
Liaison Office	COO		
Equal Opportunity Contracting	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

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

1. The Mayor, or his designee, is authorized to execute the Second Amendment to the Agreement with Harris & Associates, for as-needed professional construction management services in CIP Projects requiring these services at no additional cost; and
2. The Mayor, or his designee, is authorized to extend the agreement for an additional two years not to exceed a total of seven years.

STAFF RECOMMENDATIONS: Adopt the Ordinance	
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)	
COUNCIL DISTRICT(S):	City-wide
COMMUNITY AREA(S):	City-wide
ENVIRONMENTAL IMPACT:	This activity is not a “project” and is not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3). This determination is predicated on Section 21065 of the guidelines, which defines “project” as an activity which may cause either a direct physical change in the environment or a reasonable indirect foreseeable physical change in the environment.
CITY CLERK INSTRUCTIONS:	This item is subject to Charter Section 99 requirements (10 day public notice; 6 votes needed) Upon Mayoral approval, please return one copy of the executed Council Action and a copies of the Agreement, 1472 and Ordinance to Julie Ballesteros, Public Works Department, Field Engineering Division, MS 18 This item is subject to Charter Section 99 (10 day published notice, approval by Ordinance and 6 votes required)

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 5/18/2015

ORIGINATING DEPARTMENT: Public Works/Engineering

SUBJECT: Second Amendment to the Agreement for As-Needed Construction Management Services with Harris & Associates (Contract No. H084402)

COUNCIL DISTRICT(S): City-wide

CONTACT/PHONE NUMBER: Myrna Dayton/858 627-3201, MS 18

DESCRIPTIVE SUMMARY OF ITEM:

This action is to authorize a second amendment to extend the services of Harris & Associates in providing professional construction management services on an as-needed basis at no additional cost. The second amendment will extend the contract duration by two (2) years for a total of seven (7) years.

STAFF RECOMMENDATION:

Adopt the Ordinance

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

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. Under the current Agreement, Field Engineering Division management utilizes Harris & Associates for as-needed construction management services to augment City staff during peak workloads and when there is the need for specialty inspection, which is unavailable in house. The additional Harris & Associates staff also supports 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 2016, and other infrastructure projects such as paving and ADA projects. Task Orders are issued for projects on an as-needed basis dependent upon the availability of in-house staff to perform the work.

To date within the confines of the original Agreement, Notices to Proceed for task orders in the amount of \$6,899,154.90 of the \$7,000,000 have been issued. This Second Amendment will extend the services of Harris & Associates to provide professional construction management services on an as-needed basis from five (5) years for an additional two (2) years for a total of seven (7) years. This second amendment for professional services will allow the completion of active Task Orders currently in the latter stages of construction.

The City entered into an agreement with Harris & Associates in the amount of \$2,500,000 to provide professional construction management services on October 27, 2009, R-305339. The City entered into a First Amendment to the Agreement for the Construction Management Services to provide additional professional services on September 20, 2011, RR-306986. The First Amendment increased the contract amount by \$4,500,000 for a total of \$7,000,000 and extended the contract duration for two (2) years for a total amount of five (5) years.

CITY STRATEGIC PLAN AND GOALS:

Goal #2: Work in partnership with all of our communities to achieve safe and livable neighborhoods.

Objective # 3: Invest in infrastructure

FISCAL CONSIDERATIONS: The total contract amount for as-needed professional construction management services is \$7,000,000.00. There is no cost associated with this two year extension. Funding of \$2,500,000.00 was previously authorized by Council R-305339. Additional funding of \$4,500,000.00 for the First amendment to the Agreement with the Harris & Associates was previously authorized by Council R-306986. Funding will be available in various CIP Projects requiring these services, contingent upon the adoption of the Appropriation Ordinance for the applicable fiscal year. The minimum contract compensation requirements of \$1,000 have already been met by the original contract.

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

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee): On October 27, 2009, Council R-305339 executed an agreement with Harris & Associates in the amount of \$2,500,000.00. On August 4, 2011, Council R-306986 executed a first amendment to the agreement with Harris & Associates in the amount of \$4,500,000.00 for a total amount not to exceed \$7,000,000.

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 and citywide water and sewer customers

Gibson, Marnell
Originating Department

LoMedico, Stacey
Deputy Chief/Chief Operating Officer

**City of San Diego
Human Resources Department**



**Request for Human Resources Approval for Purchase Requisition
(Contracting Out Review Request Form)**

Requesting Department: Public Works
 Vendor Name: Harris and Associates
 Purchase Requisition #: N/A
 Department Contact: Julie Ballesteros
 Date of Request: 5/21/15
 Contract Amount: \$ 7,000,000.00

I full amount for 5 yr contract

NOTE: Please provide a brief description of the activity/services requested and what contract work the contract would be doing. In addition, please be specific as to the location for the services.

2nd amendment for future extension of 2 yrs (no additional funds)

Please submit request to HumanResources@sanidiego.gov or MS 56L

<u>Question</u>	<u>Department Response</u>
<p>What is the contract for?</p>	<p>Provide construction management services for various CIP projects</p> <p><i>2nd amendment to contract only</i></p> <p><i>* Request is only to complete the active tasks</i></p> <p><i>I see attached email 7/9/15</i></p>
<p>Are City employees currently performing any of the work?</p>	<p>Yes, about 70% of the work could be performed by staff if there was enough capacity. 30% of the work is of a technical nature beyond the skill sets of current classified positions.</p>
<p>Will any City employees be displaced as a result of this contract/bid?</p>	<p>No.</p>

<p>If this is a renewal of an existing contract, how long have these services been contracted out?</p>	<p><u>This amendment will add 2 years to an existing 5 year contract.</u> No additional costs are included in the amendment.</p>
<p>Is this a Public Works Contract? (construction, reconstruction or repair of City buildings, street or other facilities)</p>	<p>No.</p>
<p>Is this a Tenant Improvement?</p>	<p>No.</p>
<p>Was another department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication.</p>	<p>No. <i>I see attached e-mail</i></p> <div style="text-align: right; border: 1px solid black; padding: 2px; display: inline-block;">ATTACH FILE</div>

NOTE: If a public works construction contract and over \$100k, see City Charter Section 94.

<p><u>HUMAN RESOURCES DEPARTMENT USE ONLY</u></p>		<p><input checked="" type="checkbox"/> APPROVED</p>
<p>Based on the Department's representation, this contract is from a labor relations perspective.</p>		<p>_____</p>
<p>_____</p> <p>Human Resources Department Liaison</p>	<p><i>7/13/15</i></p> <p>_____</p> <p>Date</p>	

Jarl-Veltz, Abby

From: Ballesteros, Julie
Sent: Thursday, July 09, 2015 2:50 PM
To: Jarl-Veltz, Abby
Cc: Davidson, Victoria
Subject: RE: Submitting Completed Form

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Abby,
Thank you for your e-mail. I was mis-informed and have confirmed with staff.

City CIP inspection staff typically have Civil Inspection experience with the following: Grading, streets, park and recreation facilities, landscaping and finish site work, Open trench and trenchless pipeline construction and pipeline rehabilitation for water, sewer, storm drain. The City also has CIP electrical inspectors, however, their expertise is limited to inspection of Traffic Signals and Traffic related panels.

The existing contract scope includes the following sections, some of which would apply to typical Pump station, Fire station upgrade projects where existing staff do not have the technical expertise to perform inspections.

STRUCTURAL INSPECTIONS

- Structural steel and connections.
- Reinforced masonry and connections.
- Pre-stressed concrete tanks.
- Special Inspections, International Conference for Building Officials (ICBO) certification

MECHANICAL INSPECTIONS

- Inspect, monitor and report on the installation of mechanical equipment and cathodic protection equipment.

ELECTRICAL INSPECTIONS

- Inspect, monitor and report on the installation of electrical equipment and systems.

INSTRUMENTATION INSPECTIONS

- Inspect, monitor and report on the instrumentation of equipment and systems.

In addition, the existing contract scope includes a section for SPECIALTY INSPECTIONS. These are the areas where existing staff do not have the technical expertise to perform inspections.

The contract requires the CM to provide qualified inspectors when special equipment or materials are involved and as required by industry standard construction inspection procedures. These specialized areas may include:

- Hazardous Material.
- Geotechnical.
- Welding/X-Raying
- Fiber Reinforced Plastic (FRP) construction.
- Tunneling
- Roof inspections
- Welding inspection.
- Structural masonry.
- Anchor bolts.
- Structural concrete and rebar.

STRUCTURAL INSPECTIONS

- Structural steel and connections.
- Reinforced masonry and connections.

- Pre-stressed concrete tanks.
 - Special Inspections, International Conference for Building Officials (ICBO) certification
- MECHANICAL INSPECTIONS
- Inspect, monitor and report on the installation of mechanical equipment and cathodic protection equipment.
- ELECTRICAL INSPECTIONS
- Inspect, monitor and report on the installation of electrical equipment and systems.
- INSTRUMENTATION INSPECTIONS
- Inspect, monitor and report on the instrumentation of equipment and systems.

I also want to confirm that this request for a 2nd Amendment is for time extension only of 2 years. To date within the confines of the original Agreement, Notice to Proceed for task orders in the amount of \$ 6,899,154.90 of the \$7,000,000 have been issued.

- Dec 31-2009 (Original Agreement Effective date) for \$2.5M and 3 Years (Council approval October 2009)
- 1st Amendment (Council approval Sept 2011) added \$4.5M (total \$7M) and 2 years (total of 5 years)
- 2nd Amendment is for time only (2 years)
- Currently Active Tasks = 11, all authorized prior to Dec 31-2014 (end of 5 yr contract)
- 2 additional years are required to complete the active tasks (2nd Amendment).
- 1 new Task is pending Agreement extension.
- No further requests for additional tasks are anticipated.

I hope this provides the detail you require for your evaluation. Please feel free to let me know if you have any questions.

Thanks, *Julie*

Julie D. Ballesteros, PE, QSD, QSP

Senior Civil Engineer
 Construction Management and Field Services
 Public Works Dept.
 City of San Diego
 858-573-5012

 Please consider the environment before printing this e-mail. Thank you.

From: Jarl-Veltz, Abby
Sent: Wednesday, July 08, 2015 4:14 PM
To: Ballesteros, Julie
Cc: Lindsay, Stephen; Davidson, Victoria
Subject: RE: Submitting Completed Form

Hi Julie –
 Good afternoon. This was not on the Article 73 LMC Agenda for May 27 because we were reviewing the proposed Project List for that entire meeting. We have not reviewed this request before that we are aware of. We did discuss Contract Management Services in general at the meeting and were informed by the Committee that such a description was overly broad because City employees do oversee Contract Management Services to an extent. If you could provide further clarification on this request and get back to us, we would be happy to expedite the review. Again, we apologize for the initial delay.
 If you have any questions, please feel free to contact me or Vicky. Thanks.
 Best,
 Abby

From: Ballesteros, Julie
Sent: Wednesday, July 08, 2015 3:39 PM
To: Jarl-Veltz, Abby
Subject: RE: Submitting Completed Form

Hi Abby,

My colleague here are Field Engineering Division, Steve Lindsay, had mentioned to me that this request was on the Agenda and approved at the last Article 73 meeting in May. However, I never received any confirmation from HR. Steve is scheduled to be back tomorrow, so I was going to wait until his return to confirm with others who were in attendance that day.

Thanks, Julie

-----Original Message-----

From: Jarl-Veltz, Abby

Sent: Monday, July 06, 2015 2:02 PM

To: Ballesteros, Julie

Cc: Nagelvoort, James; Davidson, Victoria; Chiquete, Octavio; Gibson, Marnell

Subject: FW: Submitting Completed Form

Importance: High

Hi Julie -

Good afternoon. Again, we apologize for the delay, this request was lost in the shuffle of end of the year requests. Could you please provide additional specific information regarding the Construction Management Services for various CIP projects and what those would be. In addition, in the Contracting Out Review Request Form you submitted it identifies that City employees are currently performing about 70% of this work and about 30% is beyond the technical nature of skills of current employees. Please more specific in your description and explain further why City employees cannot perform this work.

As you know, HR's role in evaluating the Contracting Out Review Request Forms is to determine whether a request is a transfer of bargaining unit work, and if it is then we would need to meet and confer, as necessary with the recognized employee organization. Based on the current form identifying that 70% of this is work that City employees can perform, we would need to reach-out to MEA and meet and confer.

If you could provide more details regarding your request, we can assess further. However, at this point your request is on hold pending additional information and potentially meet and confer.

If you have any questions, please feel free to contact me. Thanks.

Best,

Abby

Abby Jarl-Veltz

Labor Relations Manager

City of San Diego

Human Resources Department

1200 Third Avenue, Suite 1316

San Diego, CA 92101

Direct: (619) 236-6314

Cell: (619) 846-4893

ajarl@sandiego.gov

-----Original Message-----

From: Jarl-Veltz, Abby

Sent: Monday, July 06, 2015 1:46 PM

To: Ballesteros, Julie

Cc: Chiquete, Octavio; Davidson, Victoria; Jordan, Pamela

Subject: RE: Submitting Completed Form

Hi Julie -

Good afternoon. We will look into this and get back to you before the end of the day. Thank you and we apologize for the delay.

If you have any questions, please feel free to contact me. Thanks.

Best,
Abby

-----Original Message-----

From: Ballesteros, Julie
Sent: Tuesday, June 30, 2015 9:11 AM
To: Jarl-Veltz, Abby
Cc: Chiquete, Octavio
Subject: FW: Submitting Completed Form

HI Abby,

I submitted this form last month, but have not received a response. Can you please look into this?

Thanks, Julie

Julie D. Ballesteros, PE, QSD, QSP
Senior Civil Engineer
Field Engineering Division-Public Works Dept.
City of San Diego
858-573-5012

II Please consider the environment before printing this e-mail. Thank you.

-----Original Message-----

From: Ballesteros, Julie
Sent: Thursday, May 21, 2015 2:03 PM
To: HRSC Human Resources
Subject: Submitting Completed Form

Instructions to add this form to a responses file:

1. Double-click the attachment.
2. Acrobat will prompt you to select a responses file.

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to the Agreement for As-Needed Construction Management Services (Contract No. H084402) dated December 31, 2009 [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and Harris & Associates [Construction Management Professional].

RECITALS

A. The City and Construction Management Professional [collectively referenced herein as the “Parties”] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. RR-**305339**, to provide *as-needed construction management services*.

B. The City entered into a First Amendment to the Agreement for the Construction Management Professional to provide additional professional services on September 20, 2011, RR-306986.

C. The City desires to execute a Second Amendment to the Agreement to extend the duration by twenty-four (24) months. Construction Management Professional to provide additional Professional Services, at no additional cost.

D. Construction Management Professional desires to provide the services required under this Second Amendment for an additional twenty-four (24) months.

NOW, THEREFORE, in consideration of the Recitals stated above and incorporated herein by this reference and the mutual obligations of the Parties expressed herein, the Parties agree to modify the Agreement, which is incorporated herein by reference, as follows:

1. DELETE Section 2.1 in its entirety and REPLACE with the following:

“**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 and completing Task Orders for no more than eighty-four (84) months following the date of its execution by the City, unless said duration is modified in writing by an amendment to this Agreement. Any extension beyond eighty-four (84) months will require City Council approval via Ordinance.”

2. Article IV is amended to read as follows:

DELETE Section 4.3.1.4 in its entirety and REPLACE with the following:

“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 Scope of Services as described in issued Task Orders; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services as described in issued Task Orders 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.”

3. DELETE Section 4.3.3.2 in its entirety and REPLACE with the following:

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

4. DELETE Section 4.3.4.1 in its entirety and REPLACE with the following:

“4.3.4.1 Commercial General Liability Insurance Endorsements

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

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers,

employees, agents and representatives shall be in excess of Construction Management Professional's insurance and shall not contribute to it.”

5. DELETE Section 4.3.4.2 in its entirety and REPLACE with the following:

“4.3.4.2 Automobile Liability Insurance Endorsements

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

6. DELETE Section 4.8 in its entirety and REPLACE with the following:

“4.8 Title 24/Americans with Disabilities Act Requirements. Construction Management Professional has sole responsibility for ensuring that all design services as contained in issued Task Orders comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Construction Management Professional (i.e., that which provides the most access). Construction Management Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Construction Management Professional understands that while the City will be reviewing Construction Management Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Construction Management Professional's designs, Construction Management Professional understands and agrees that the City's access review process and its acceptance of Construction Management Professional's designs in no way limits the Construction Management Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.”

7. ADD: **“4.20 Prevailing Wage Rates.** Prevailing wage rates apply to this Agreement.

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

4.20.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Construction Management Professional and its subconsultants shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

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

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

4.20.2. Penalties for Violations. Construction Management Professional and its subconsultants shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

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

4.20.3.1. For agreements entered into on or after April 1, 2015, Construction Management Professional and their subconsultants shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

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

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

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

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

4.20.8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego’s Equal Opportunity Contracting Department at 619-236-6000.

4.20.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no Construction Management Professional or subconsultant may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a Construction Management Professional or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Construction Management Professional is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Construction Management Professional shall provide proof of registration to the City upon request.

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

8. Article VI is amended to read as follows:

DELETE Section 6.1 in its entirety and REPLACE with the following:

“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 sole willful misconduct of the Indemnified Parties.”

9. The Parties agree that this Second Amendment to the Agreement represents the entire understanding of the Consultant and the City and affects only those paragraphs referred to, and all other terms and conditions of the Agreement remain in full force and effect.

The remainder of this page has been intentionally left blank.

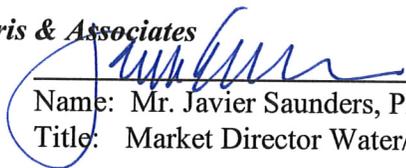
IN WITNESS WHEREOF, this Second Amendment to the Agreement for As-Needed Construction Management Services is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Ordinance No. _____ authorizing such execution, and by Consultant.

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

Date: _____

Harris & Associates

By:  _____

Name: Mr. Javier Saunders, PE

Title: Market Director Water/Wastewater Services

Date: May 18, 2015

I HEREBY APPROVE the form of the foregoing Amendment on this _____ day of _____, 20__.

JAN I. GOLDSMITH, City Attorney

By: _____

Mark Mercer

Deputy City Attorney

COPY
DUPLICATE ORIGINAL

DUPLICATE

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
HARRIS AND ASSOCIATES**

FOR

AGREEMENT FOR AS-NEEDED CONSULTANT SERVICES

FOR

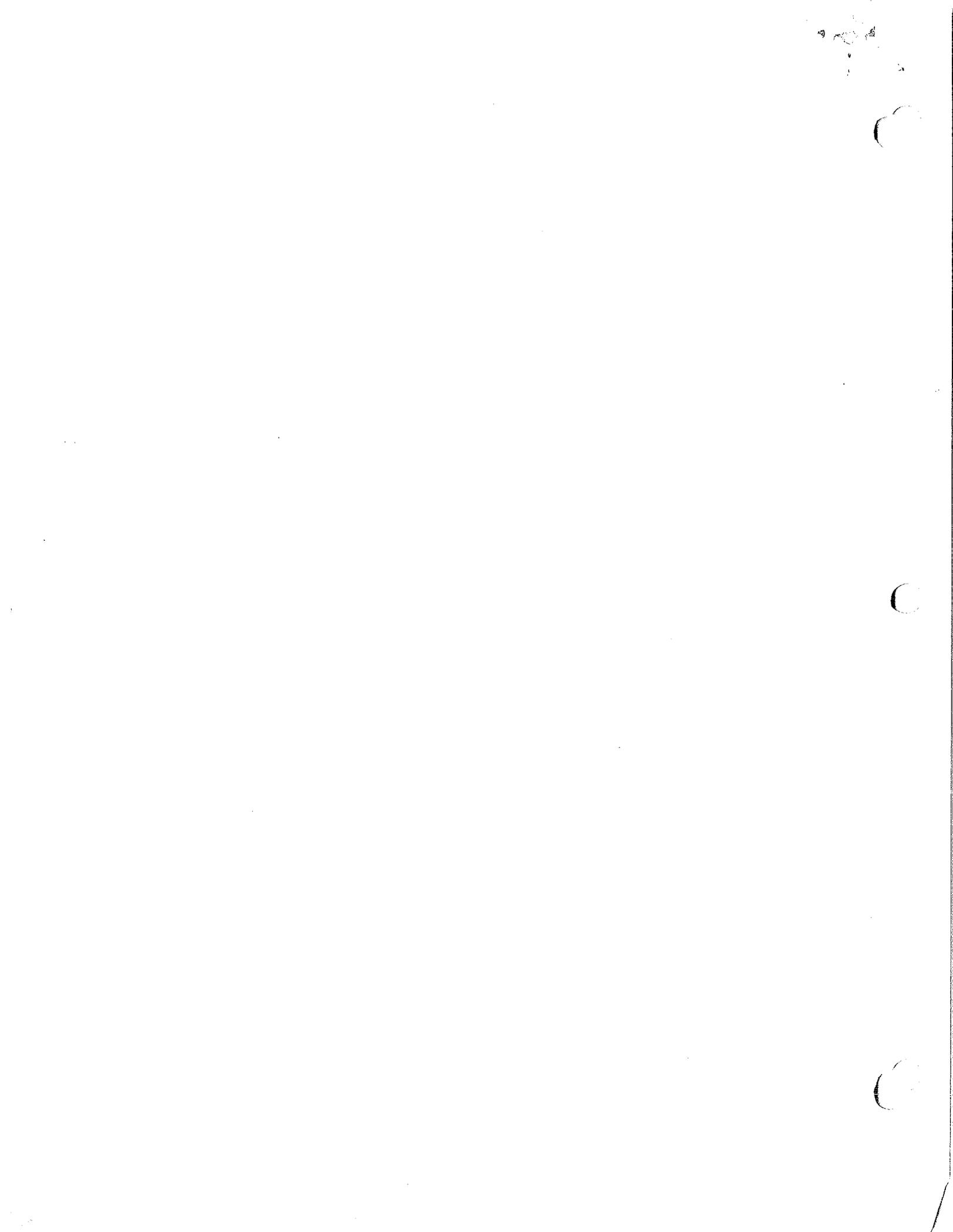
AS-NEEDED CONSTRUCTION MANAGEMENT SERVICES

CONTRACT NUMBER: H084402

DOCUMENT NO. RR-305339

FILED OCT 20 2009

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA



AGREEMENT FOR CONSTRUCTION MANAGEMENT PROFESSIONAL SERVICES

TABLE OF CONTENTS

**ARTICLE I
CONSTRUCTION MANAGEMENT PROFESSIONAL SERVICES**

1.1 Scope of Services - 1 -
1.2 Task Administrator. - 2 -
1.3 City Modification of Scope of Services..... - 2 -
1.4 Written Authorization. - 2 -
1.5 Confidentiality of Services. - 2 -

**ARTICLE II
DURATION OF AGREEMENT**

2.1 Term of Agreement..... - 3 -
2.2 Time of Essence. - 3 -
2.3 Notification of Delay. - 3 -
2.4 Delay - 4 -
2.5 City's Right to Suspend for Convenience - 4 -
2.6 City's Right to Terminate for Convenience..... - 4 -
2.7 City's Right to Terminate for Default. - 5 -

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. - 5 -
3.2 Manner of Payment. - 5 -
3.3 Additional Costs. - 5 -
3.4 Eighty Percent Notification - 6 -

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

4.1 Industry Standards. - 6 -
4.2 Right to Audit..... - 6 -
4.3 Insurance. - 7 -
4.4 Subcontractors. - 10 -
4.5 Contract Activity Report..... - 11 -
4.6 Non-Discrimination Requirements..... - 11 -

100

100

100

100

4.7	Drug-Free Workplace.....	- 12 -
4.8	Title 24/Americans with Disabilities Act Requirements.....	- 12 -
4.9	Product Endorsement.....	- 13 -
4.10	Conflict of Interest.....	- 13 -
4.11	Mandatory Assistance.....	- 14 -
4.12	Compensation for Mandatory Assistance.....	- 14 -
4.13	Attorney Fees related to Mandatory Assistance.....	- 14 -
4.14	Energy Conservation Specifications.....	- 14 -
4.15	Notification of Increased Construction Cost.....	- 15 -
4.16	Sustainable Building Policy.....	- 15 -
4.17	Design-Build Competition Eligibility.....	- 15 -
4.18	Storm Water Management Discharge Control.....	- 15 -
4.19	ADA Certification.....	- 16 -

**ARTICLE V
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

6.1	Indemnification.....	- 16 -
6.2	Construction Management Professional Services Indemnification and Defense.....	- 16 -
6.3	Insurance.....	- 17 -
6.4	Enforcement Costs.....	- 17 -

**ARTICLE VII
MEDIATION**

7.1	Mandatory Non-binding Mediation.....	- 17 -
7.2	Mandatory Mediation Costs.....	- 17 -
7.3	Selection of Mediator.....	- 17 -
7.4	Conduct of Mediation Sessions.....	- 18 -

**ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS**

8.1	Work for Hire.....	- 18 -
8.2.	Rights in Data.....	- 18 -
8.3	Intellectual Property Rights Assignment.....	- 19 -
8.4	Moral Rights.....	- 19 -
8.5	Subcontracting.....	- 19 -
8.6	Publication Design.....	- 19 -

100



8.7	Intellectual Property Warranty and Indemnification.....	- 19 -
8.8	Enforcement Costs.....	- 20 -

**ARTICLE IX
MISCELLANEOUS**

9.1	Notices.....	- 20 -
9.2	Headings.....	- 20 -
9.3	Non-Assignment.....	- 20 -
9.4	Independent Contractors.....	- 20 -
9.5	Construction Management Professional and Subcontractor Principals for Professional Services.....	- 20 -
9.6	Additional Construction Management Professionals or Contractors.....	- 21 -
9.7	Employment of City Staff.....	- 21 -
9.8	Covenants and Conditions.....	- 21 -
9.9	Compliance with Controlling Law.....	- 21 -
9.10	Jurisdiction and Attorney Fees.....	- 21 -
9.11	Successors in Interest.....	- 21 -
9.12	Integration.....	- 22 -
9.13	Counterparts.....	- 22 -
9.14	No Waiver.....	- 22 -
9.15	Severability.....	- 22 -
9.16	Municipal Powers.....	- 22 -
9.17	Drafting Ambiguities.....	- 22 -
9.18	Conflicts Between Terms.....	- 22 -
9.19	Construction Management Professional Evaluation.....	- 22 -
9.20	Exhibits Incorporated.....	- 23 -
9.21	Survival of Obligations.....	- 23 -
9.22	Vendor Registration.....	- 23 -
9.23	Contractor Standards.....	- 23 -

100

100

100

100

100

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

11



**AS-NEEDED AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND HARRIS AND ASSOCIATES
FOR CONSTRUCTION MANAGEMENT PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Harris and Associates 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 receipt and 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].

100



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 Engineering & Capital Project 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 Engineering & Capital Project 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



C

C

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.

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 thirty-six (36) months following the date of its execution by the City, unless the City exercises an option to renew as set forth in section 2.1.1 of this Agreement. Furthermore, the total aggregate duration for issuance of "new" Task Orders under this Agreement, shall not exceed sixty (60) months from the original effective date unless approved by City Ordinance. "Active" Task Orders, which are not complete at the time of Agreement duration expiration, shall continue or be amended as required to accomplish completion.

2.1.1 Option to Renew. The City may, in its sole discretion, extend the term of this Agreement for up to two additional one-year periods, under the same terms and conditions and at the rates set forth in the Compensation and Fee Schedule [Exhibit C]. The City must notify the Construction Management Professional that it is exercising the option(s) to renew prior to three (3) months before the expiration of this Agreement, as may be extended by the exercise of a prior option. The cumulative compensation for the optional one-year periods shall not exceed the amount set forth in section 3.1 of this Agreement. The exercise of any option to renew this Agreement is subject to the prior approval of the Mayor and City Council.

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.

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.

F. T. T.
L. K. K.



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

11



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, as agreed upon in each task order, including all reasonably related expenses, in an amount not to exceed \$2,500,000. 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. The cumulative value of the options to renew this Agreement under section 2.1.1 shall not exceed \$4,500,000 for a maximum possible contract amount of \$7,000,000.

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 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, as agreed upon in each task order, 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

11



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 Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines

11

11

11

11

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

11.11.11



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.

4.3.2 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.

11-11-11



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.

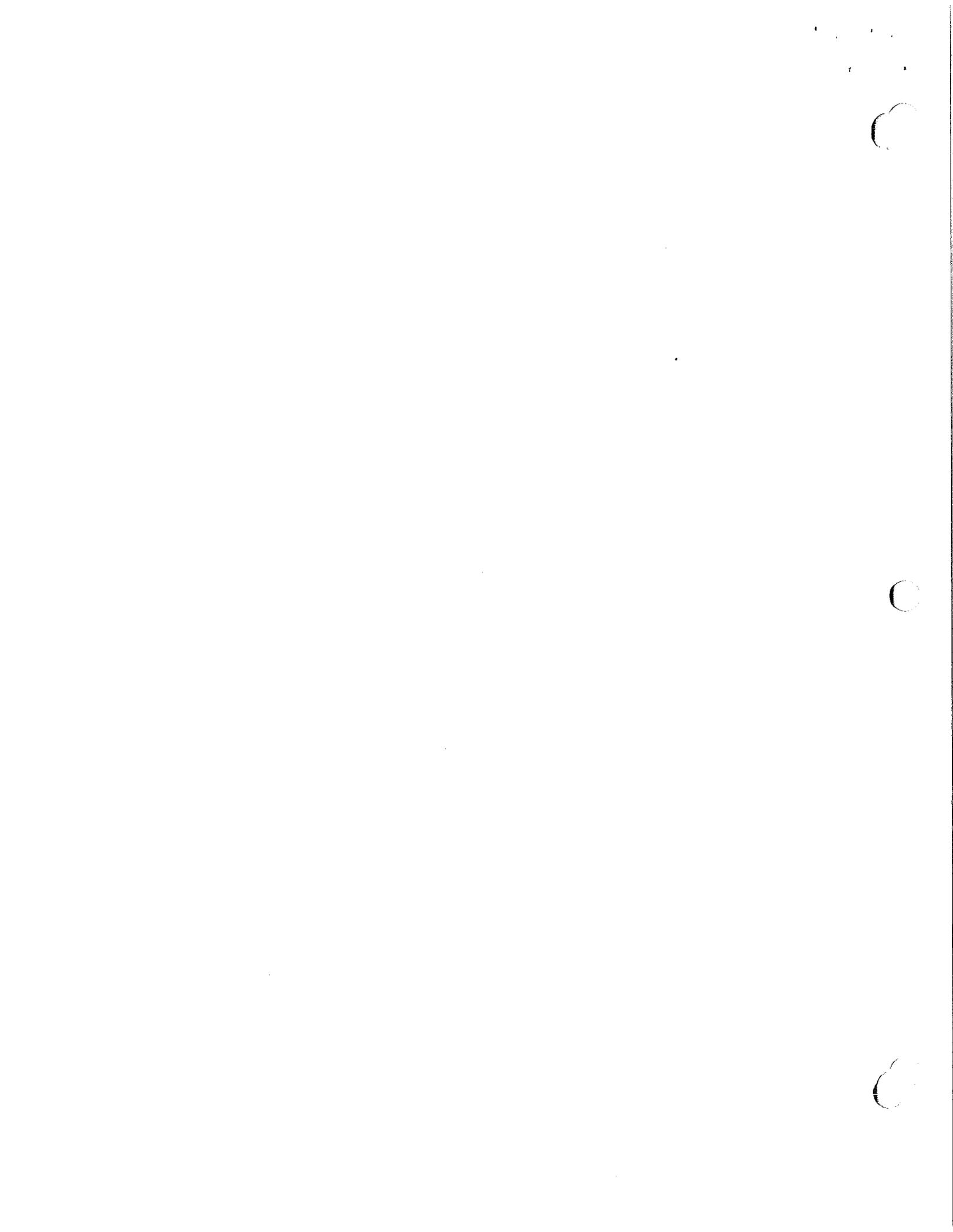
4.3.4.2 Automobile Liability Insurance Endorsements

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.

4.3.5 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 work, 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 Each Subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Each Subcontractor shall obtain, and the Construction Management Professional shall require the Subcontractor to obtain, all policies described in Section 4.3.1.

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

C

C

C

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.

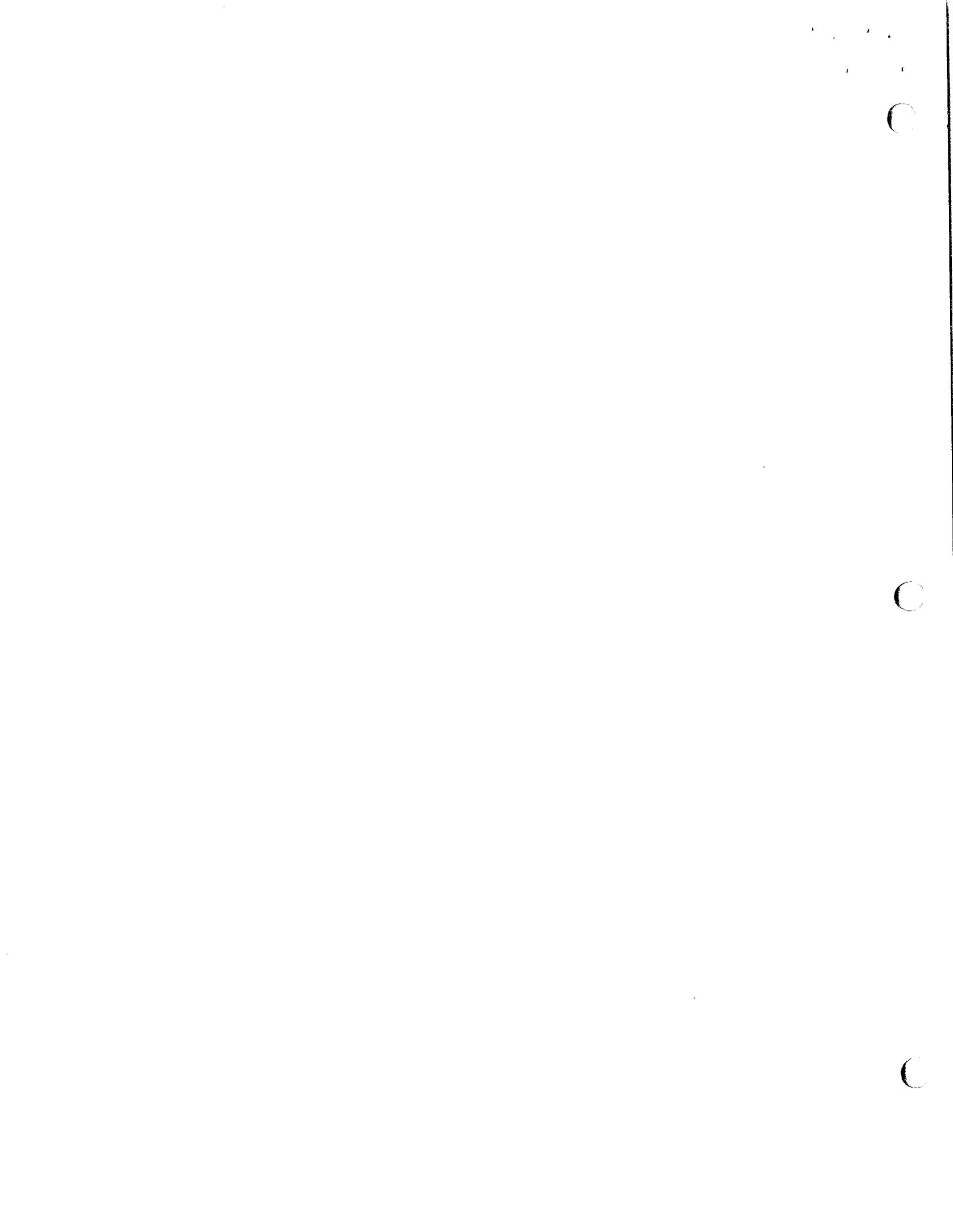
4.5 Contract Activity Report. The Construction Management Professional shall submit statistical information to the City as requested in the City's Contract Activity Report (Exhibit D Attachment CC). The statistical information shall include the amount of subcontracting provided by firms during the period 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 Construction Management Professional 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).

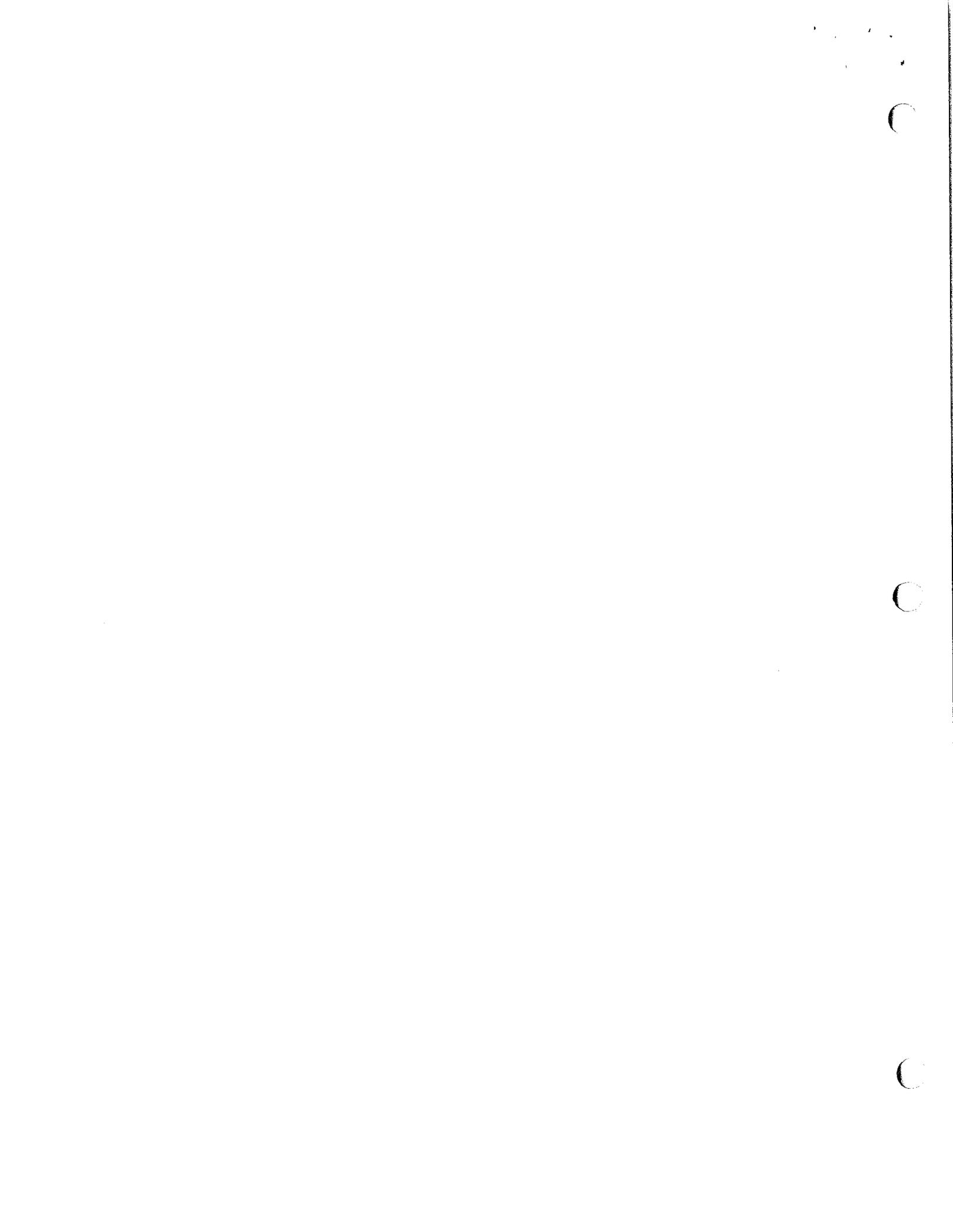
4.7.1 Construction Management Professional's Notice to Employees. The Construction Management Professional shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying 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 Title 24/Americans with Disabilities Act Requirements. Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design



Professional understands that while the City will be reviewing Design Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's access review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

4.9 Product Endorsement. The 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

C

C

C

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.

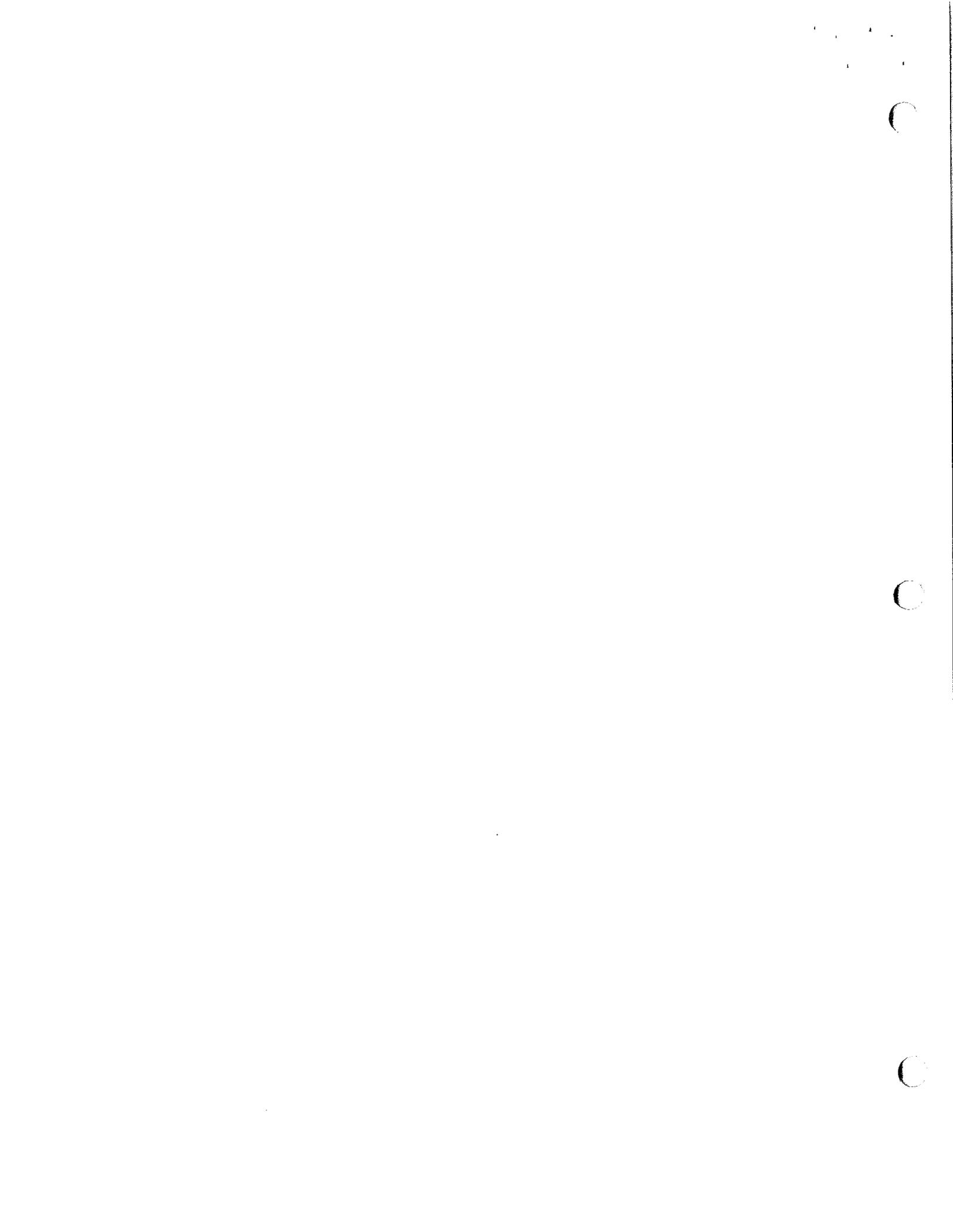
4.10.5 If the Construction Management Professional violates any conflict of interest law or any of the provisions in this Section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Construction Management Professional to liability to 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 Services under Section 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the 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 Energy Conservation Specifications. Technological advances in energy conservation devices such as Lighting and Heating, Ventilation, and Air Conditioning (HVAC),



enable additional energy savings over that required by the State of California's Energy Efficiency Standards (Title 24, Part 6 of the California Code of Regulations). The Construction Management Professional shall model the energy performance of the building using an acceptable computer model such as Energy Pro, EQuest, DOE-2, Power DOE, HAP 3.22, etc. and present the summary data to the City at or prior to 100 percent design. This analysis should include life cycle cost analysis showing recovery of construction costs through operation and maintenance costs (e.g., electricity and gas savings.) The Construction Management Professional shall prepare a cost savings matrix that lists each device being considered and one, three, five and ten-year Project savings. The comparison shall include, but not be limited to, the following equipment: Lighting, HVAC, Water Heating, and Motors.

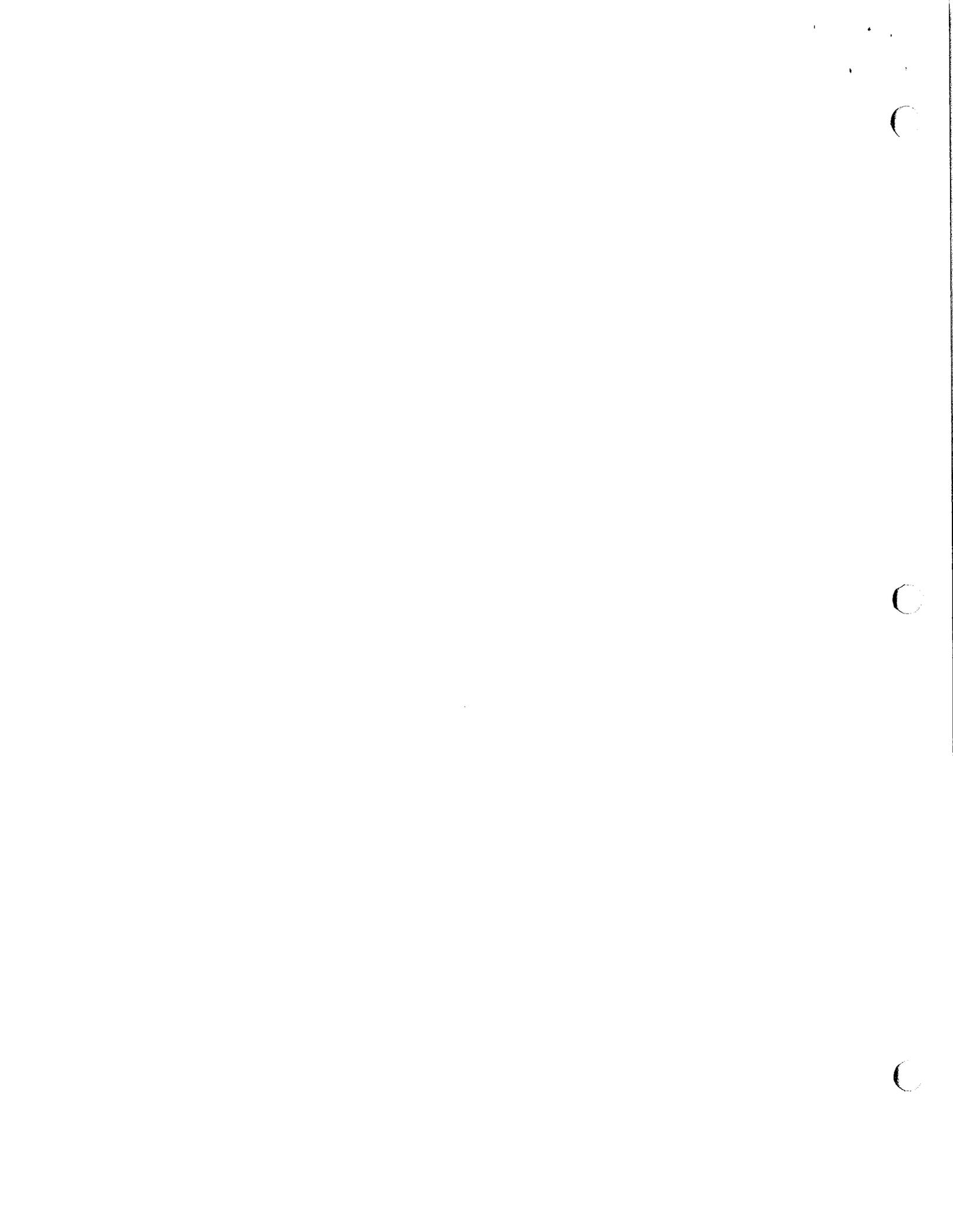
The Construction Management Professional shall contact the SDG&E New Construction Program at (858) 636-5725 or the San Diego Regional Energy Office at (619) 595-5634 to integrate them into the design process to ensure maximum energy performance and access to technical resources. Construction Management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

4.15 Notification of Increased Construction Cost. If, at any time prior to the City's approval of the final plans and specifications, the Design Professional anticipates that the total construction cost will exceed the estimated construction budget, the Design Professional shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Design Professional believes will bring the construction cost to within the estimated construction budget. The City may either: (1) approve an increase in the amount authorized for construction; or (2) delineate a project which may be constructed for the budget amount; or (3) any combination of (1) and (2).

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

4.17 Design-Build Competition Eligibility. Any architectural firms, engineering firms, 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 Work (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 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

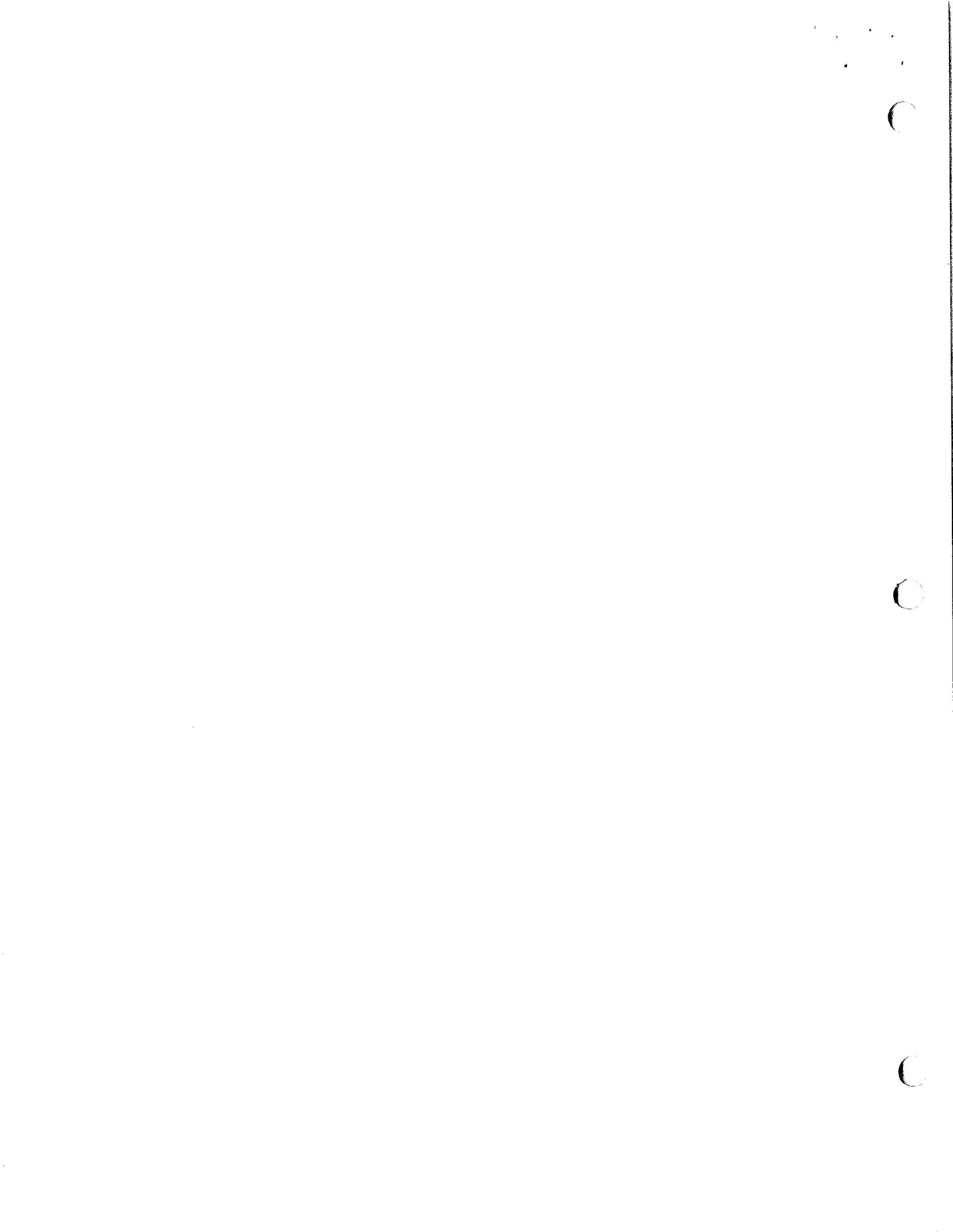
ARTICLE VI

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

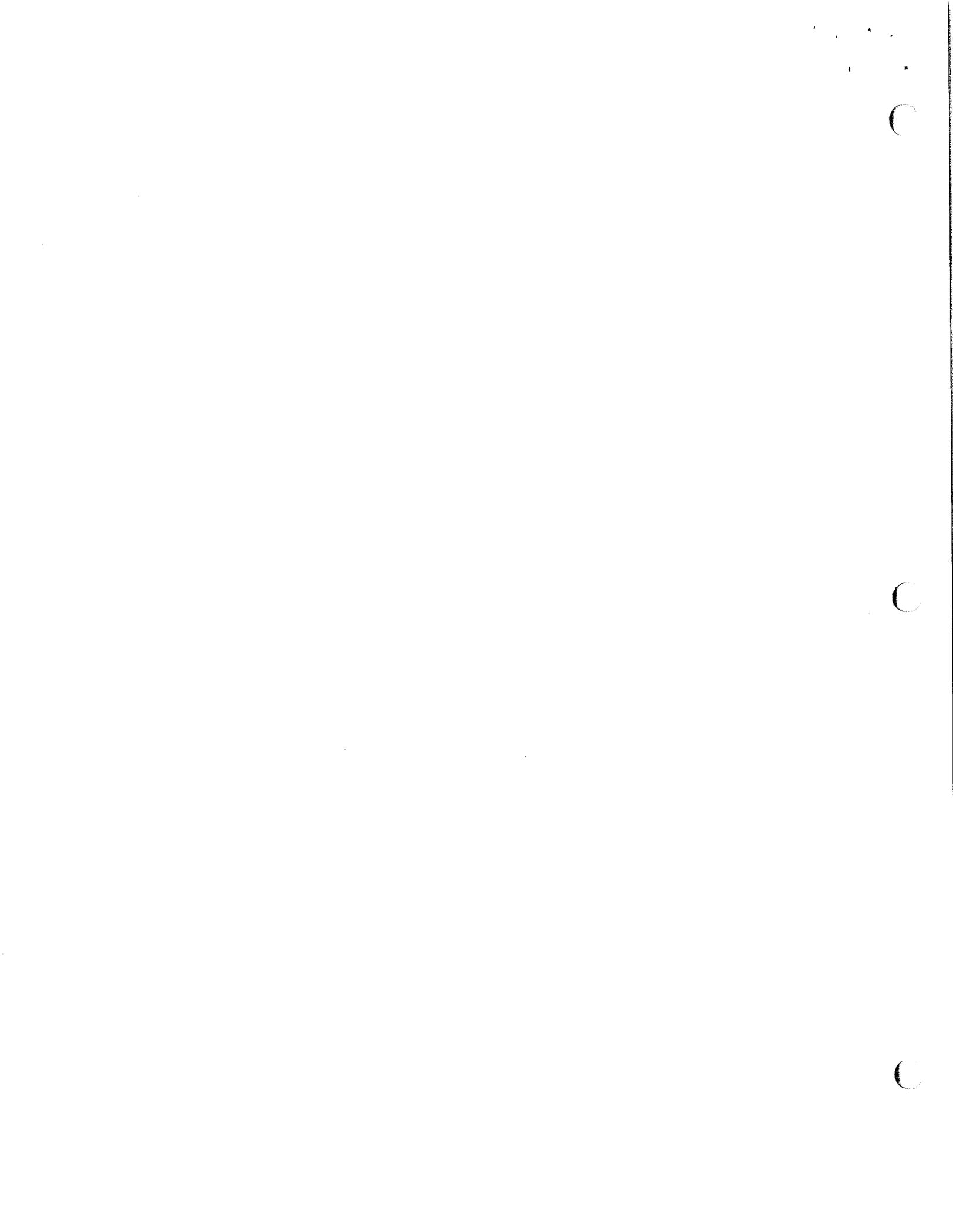
MEDIATION

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.

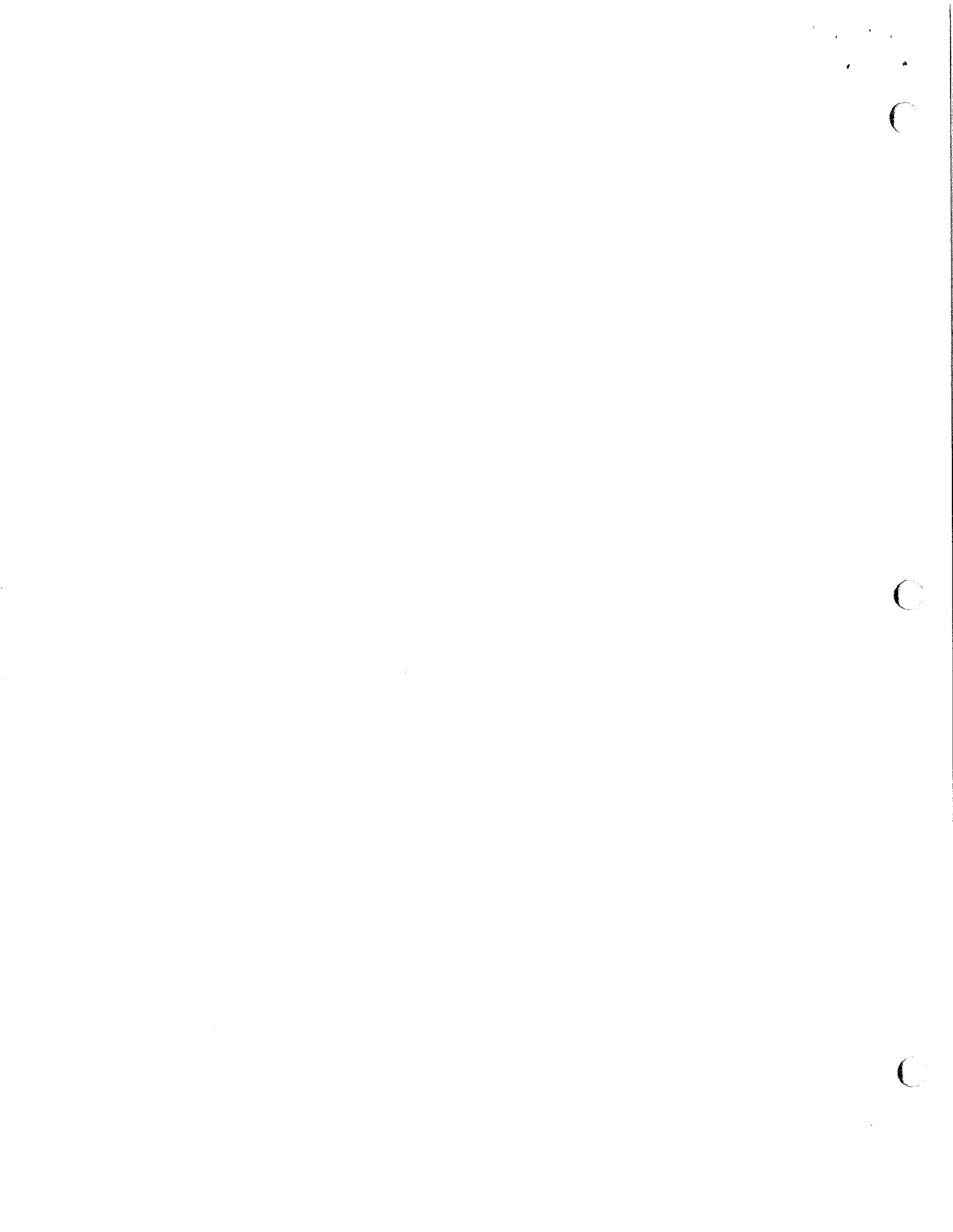
7.4.2 Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators 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.



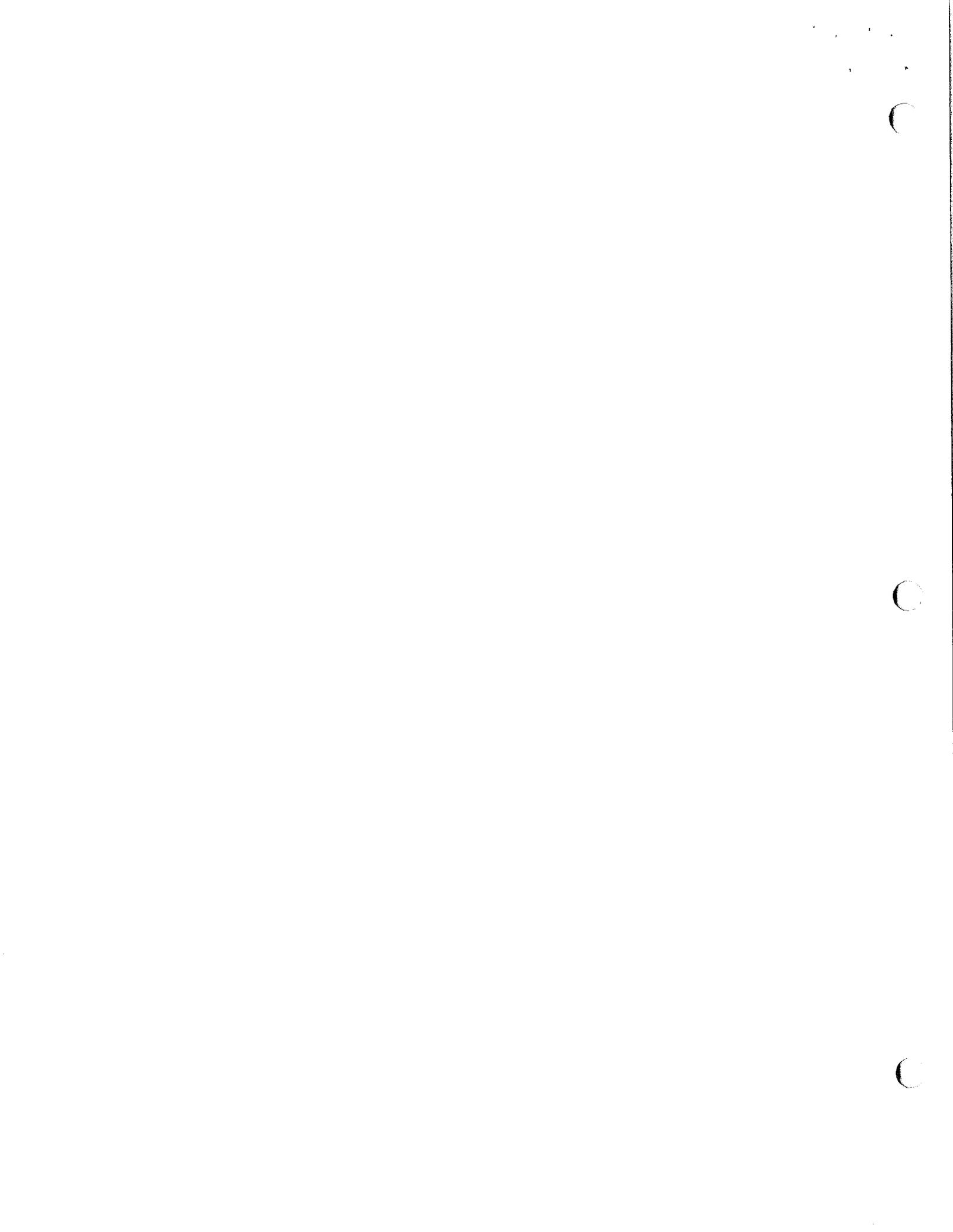
8.3 Intellectual Property Rights Assignment. Construction Management Professional, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, 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

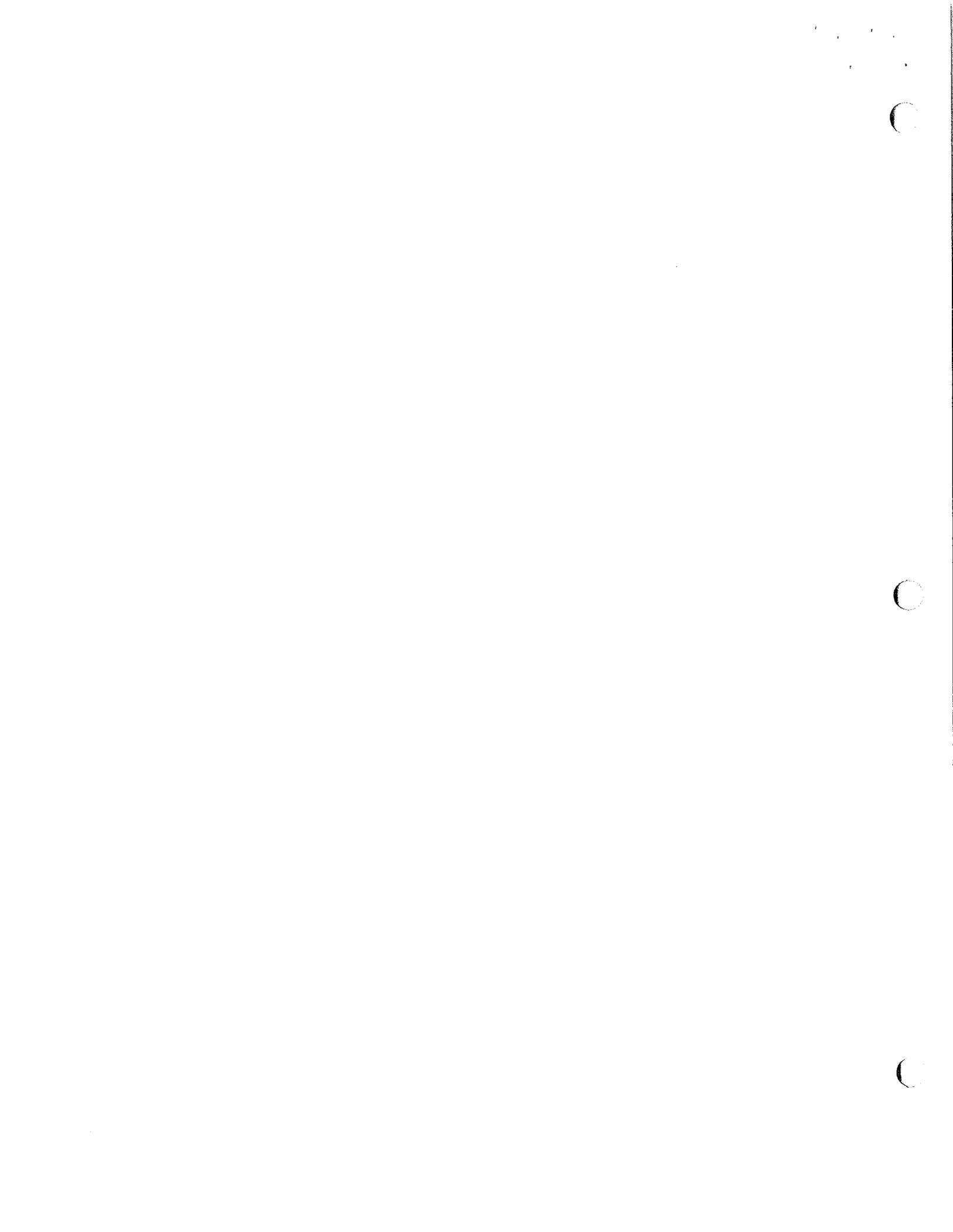
9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Engineering & Capital Projects, Michael Marks, 9485 Aero Drive, San Diego CA 92123 and notice to the Construction Management Professional shall be addressed to: Javier Saunders, 750 B Street, Suite 1800, San Diego CA 92101.

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 following members of the Construction Management



Professional's organization (TBD)[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.

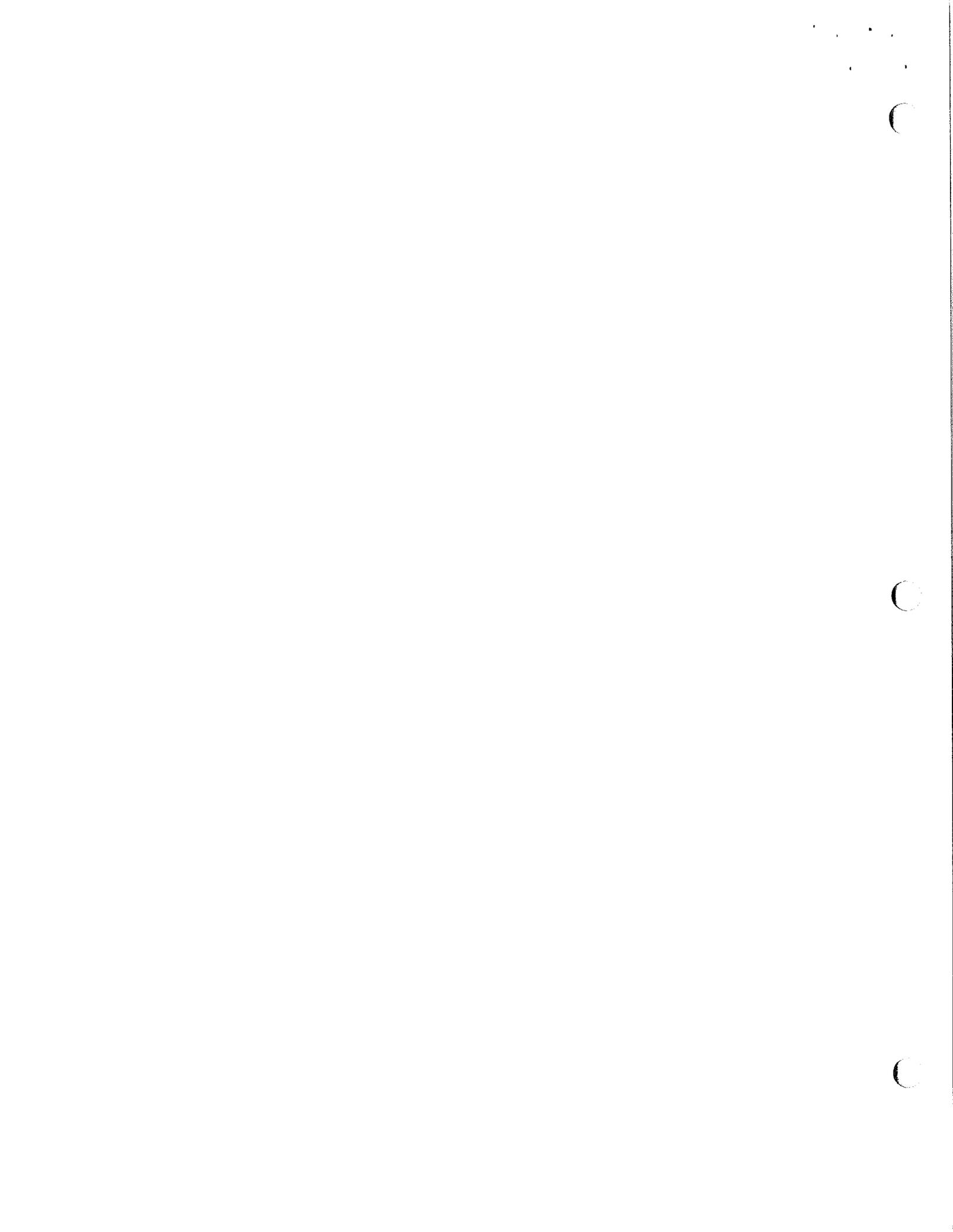
9.7 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Construction Management Professional employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity 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.

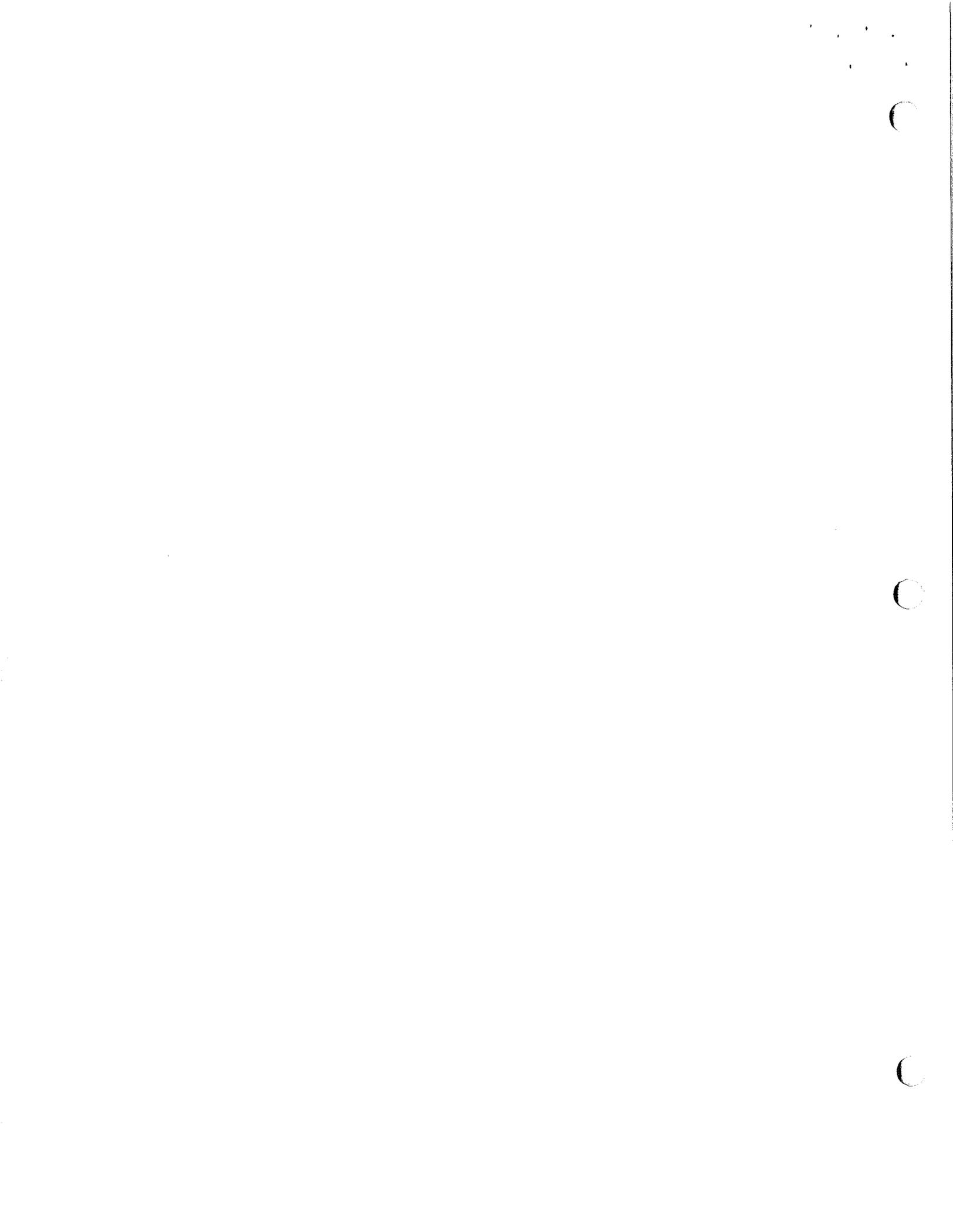
9.15 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

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).



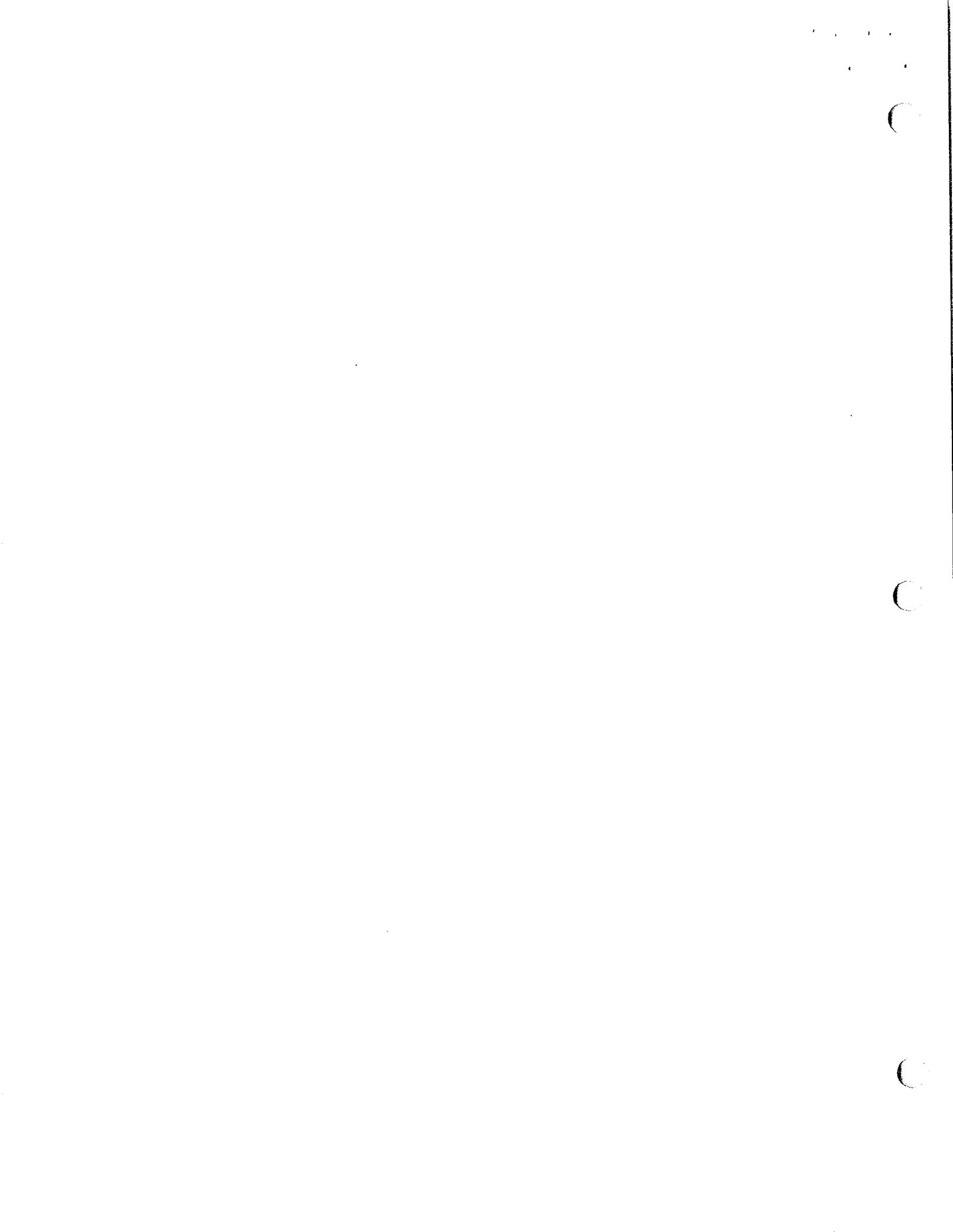
9.20 Exhibits Incorporated. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

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 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. This form must be received by the City prior to competing for or being awarded any contracts.

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 or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

The remainder of this page has been intentionally left blank.



IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution No. R-305339, authorizing such execution, and by the Construction Management Professional.

COPY

Dated this 2nd day of December, 2009.

THE CITY OF SAN DIEGO
Mayor or Designee

By: Wally Hill
Wally Hill
Assistant Chief Operating Officer

I HEREBY CERTIFY I can legally bind Harris and Associates and that I have read all of this Agreement, this 16th day of November, 2009.

By: Neil M. McCosker
Mr. Neil M. McCosker
Chief Operating Officer

HEREBY APPROVE the form and legality of the foregoing Agreement this 31st day of December, 2009.

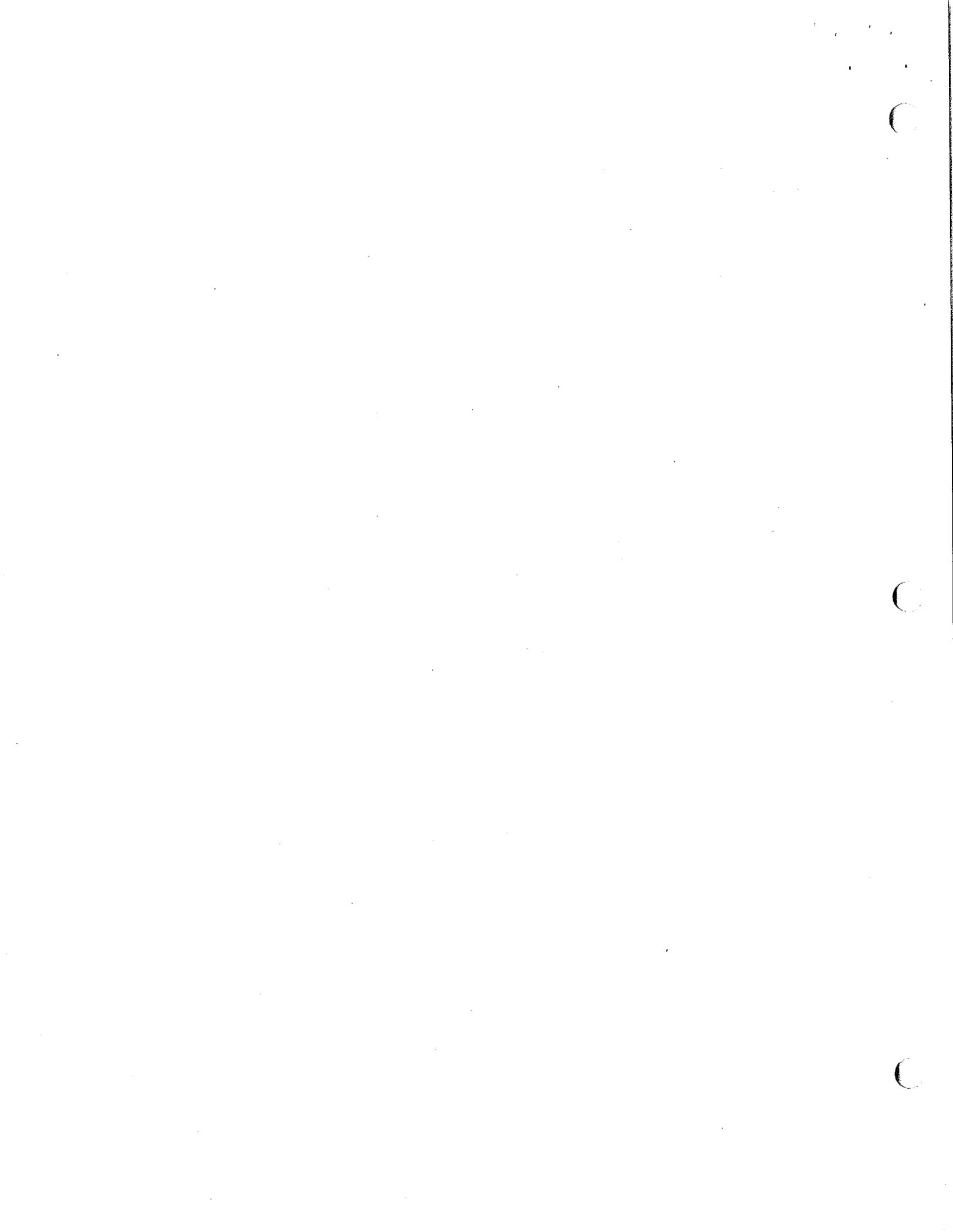
JAN I. GOLDSMITH, City Attorney

By: [Signature]
Deputy City Attorney

R 305339

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



SCOPE OF SERVICES

CONSTRUCTION MANAGEMENT SERVICES / ENGINEERING & CAPITAL PROJECTS

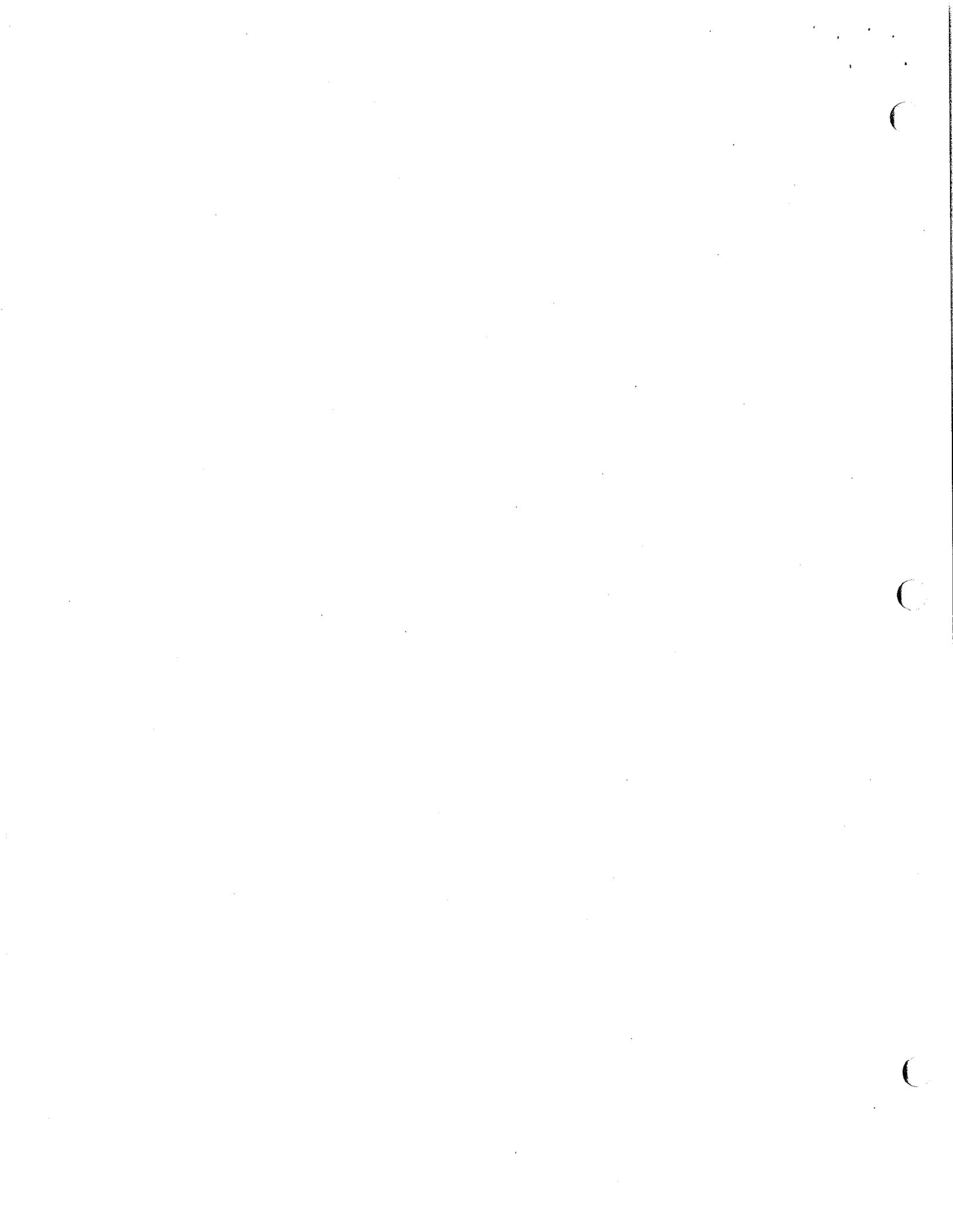
The City of San Diego's Engineering & Capital Projects Department (E&CP) Field Engineering Division (FE) is responsible for providing construction management, inspection, material testing and land surveying services for public improvements and private land development which benefit the community, improve safety and comply with engineering standards. The facilities where services may be needed include, but are not limited to, Water and Wastewater Treatment Process Facilities, Buildings, Bridges, Pipeline Infrastructure and Site Work. As work loads fluctuate in construction of new facilities and modifications to existing facilities, staffing requirements also change. It is the intent of E&CP FE to hire a single consultant team to provide Construction Management, Materials Testing and Surveying services on an as-needed basis to supplement E&CP FE's own staff. Work would be assigned via task order as determined by E&CP FE staff on a project specific basis consisting of a mutually agreed scope of work.

1.0 GENERAL SERVICES

1.1 ADMINISTRATION

The Construction Management Team (CM) shall become familiar with E&CP FE processes and procedures and its objectives and provide services and assistance as directed by E&CP FE staff. The CM shall work under the direction of E&CP FE, develop and maintain open lines of communications and cooperation between E&CP FE and CM staff as well as with other consultants and contractors. The CM may be assigned the full responsibility of a project or limited responsibility supplementing E&CP FE staff in specific areas of expertise. E&CP FE shall have the right to review the qualifications and approve all proposed CM staff.

- A. Provide general construction management and administration to facilitate completion of project.
- 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.

1.2 MANAGEMENT

The CM shall assign a Construction Manager in charge of overall coordination of all assigned tasks to maintain adequate staffing, quality control and project schedule. The CM 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. CM 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 and the Harris Manual.

2.0 PUBLIC INFORMATION SERVICES

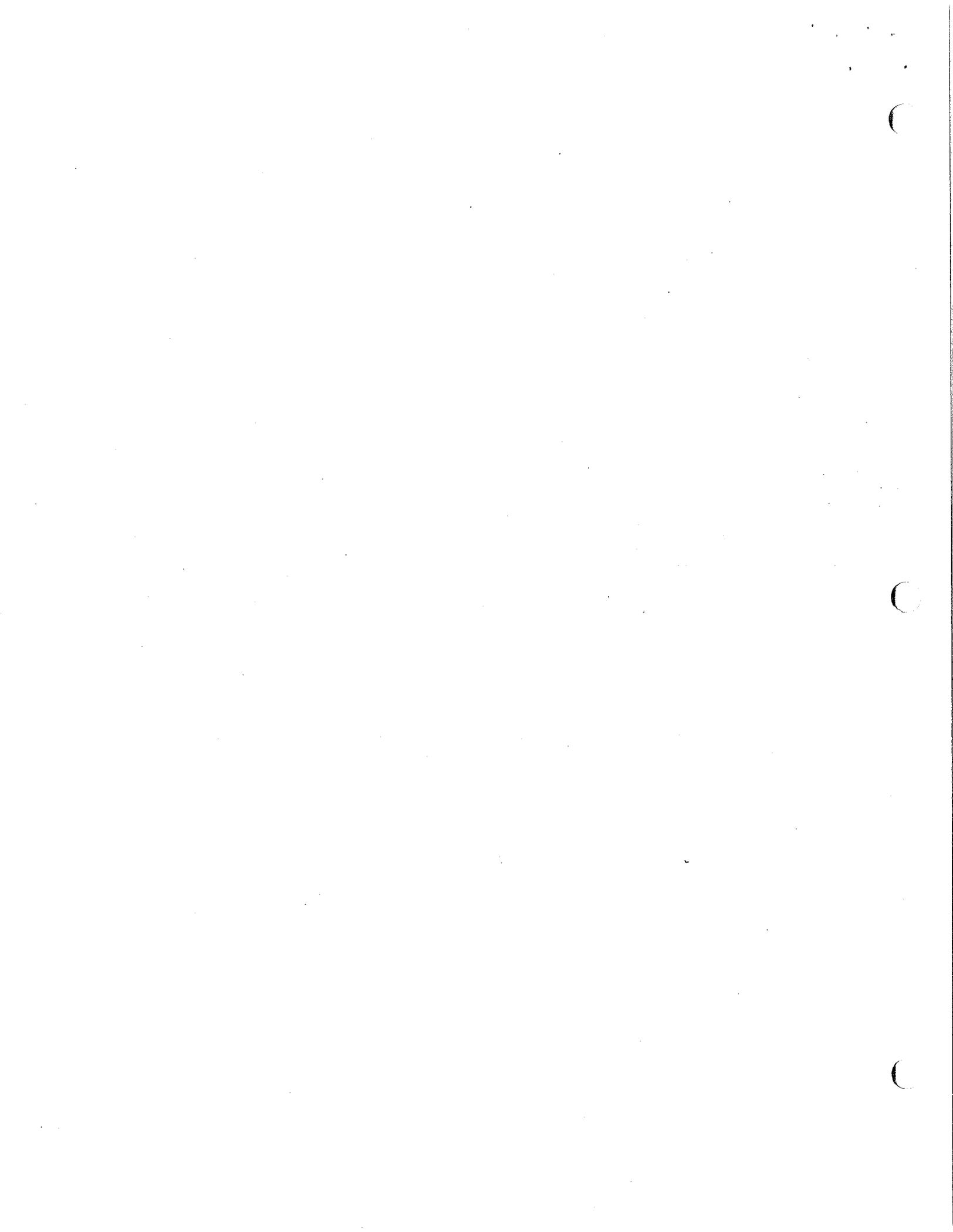
On certain projects and as required in the task order, the CM shall provide or assist E&CP PE staff in a community outreach program. The purpose of this subtask is to provide a strategy for dealing with issues related to the impacts of construction on the neighborhoods located adjacent to the projects:

- 1. Respond to questions and concerns from the community, planning groups, local interest groups, businesses, etc. related to the impacts of construction.
- 2. Solicit input and promote education and support for the projects within the community.
- 3. Develop a Community and Neighborhood Communication Plan with the City's Public Information Officer and prepare letters and or door hangers as a means to communicated with the local community.

3.0 PRE-CONSTRUCTION PHASE SERVICE AND CONSTRUCTABILITY REVIEW

3.1 CONSTRUCTABILITY REVIEW

The CM 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. CM shall provide biddability/constructability comments listed by specification section or drawing sheet. The CM shall identify potential construction conflicts in relationship to City standards. The CM 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 CM 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 CM 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 CM 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.

3.2 ATTEND PRE-BID MEETING AND ASSISTANCE

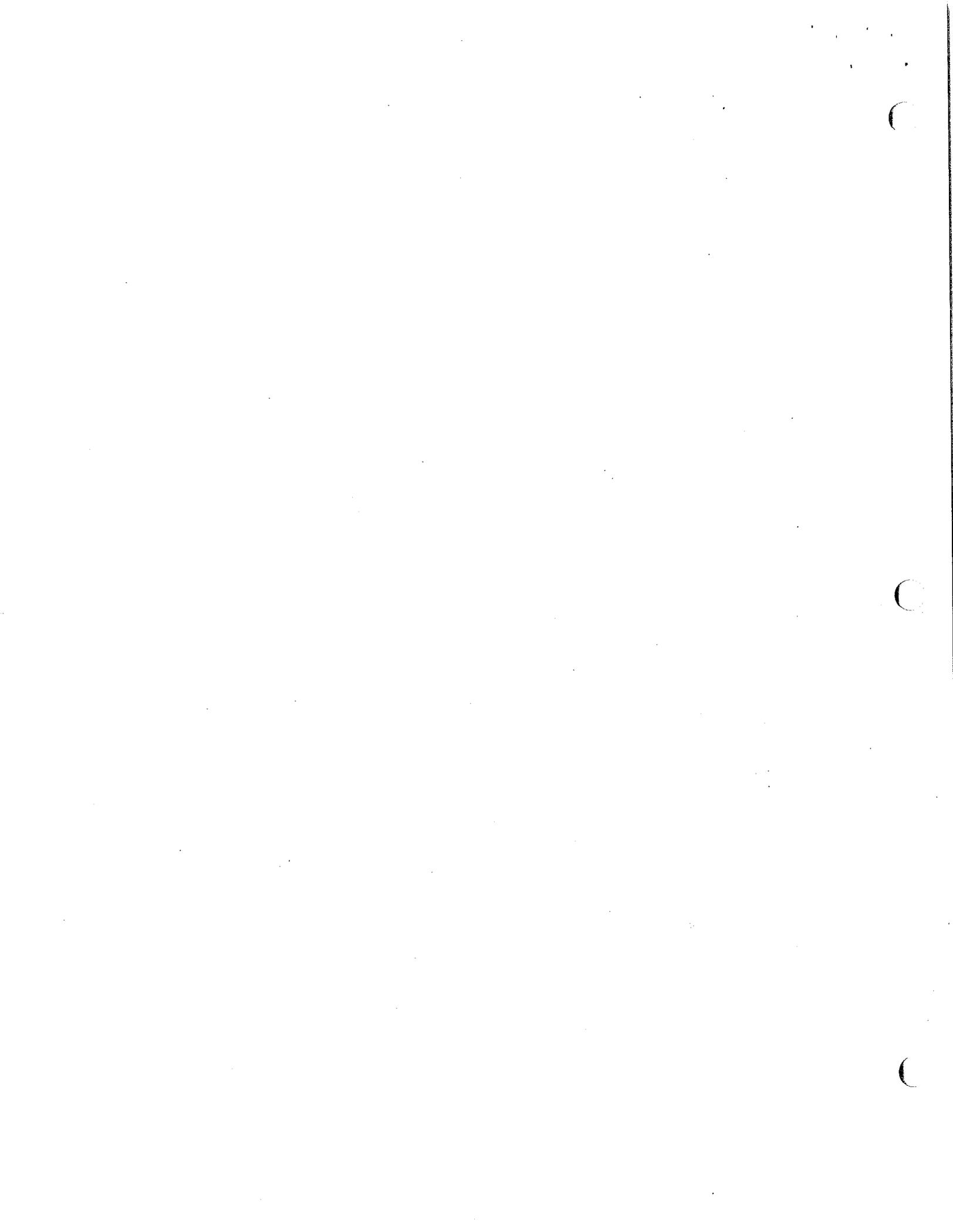
- A. The CM shall attend the Pre-Bid meeting and assist the City in addressing questions from the Pre-Bid meeting.

3.3 PROVIDE PUBLIC BIDDING SUPPORT

- A. The CM will coordinate bidding date with the contracting community to encourage bidders and minimize conflicts with other agencies bidding potential projects.

3.4 REVIEW BIDS AND PROVIDE COMMENTS

- A. Assist the City in determining the lowest responsive and responsible bidder. CM will review bids to determine if the contractor has included bid bond, list of subcontractors, required forms, signatures and other items required in the contract documents.



3.5 ASSIST CITY WITH CONTRACTOR PHASE FUNDING SCHEDULE

- A. Review pre-award contractor schedule and bids which will form the basis of developing a phase funded schedule.

3.6 PRE-CONSTRUCTION CONFERENCE

- A. CM will schedule, prepare, chair, and record the preconstruction meeting. Invite regulatory agencies, City Departments and key stakeholders. E&CP FE staff to assist with identification of attendee list.
- B. Outline project specifics and inform contractor of City Project administration procedures.
- C. Prepare Minutes and distribute.

3.7 PRE-CONSTRUCTION WALK WITH CONTRACTOR AND CITY

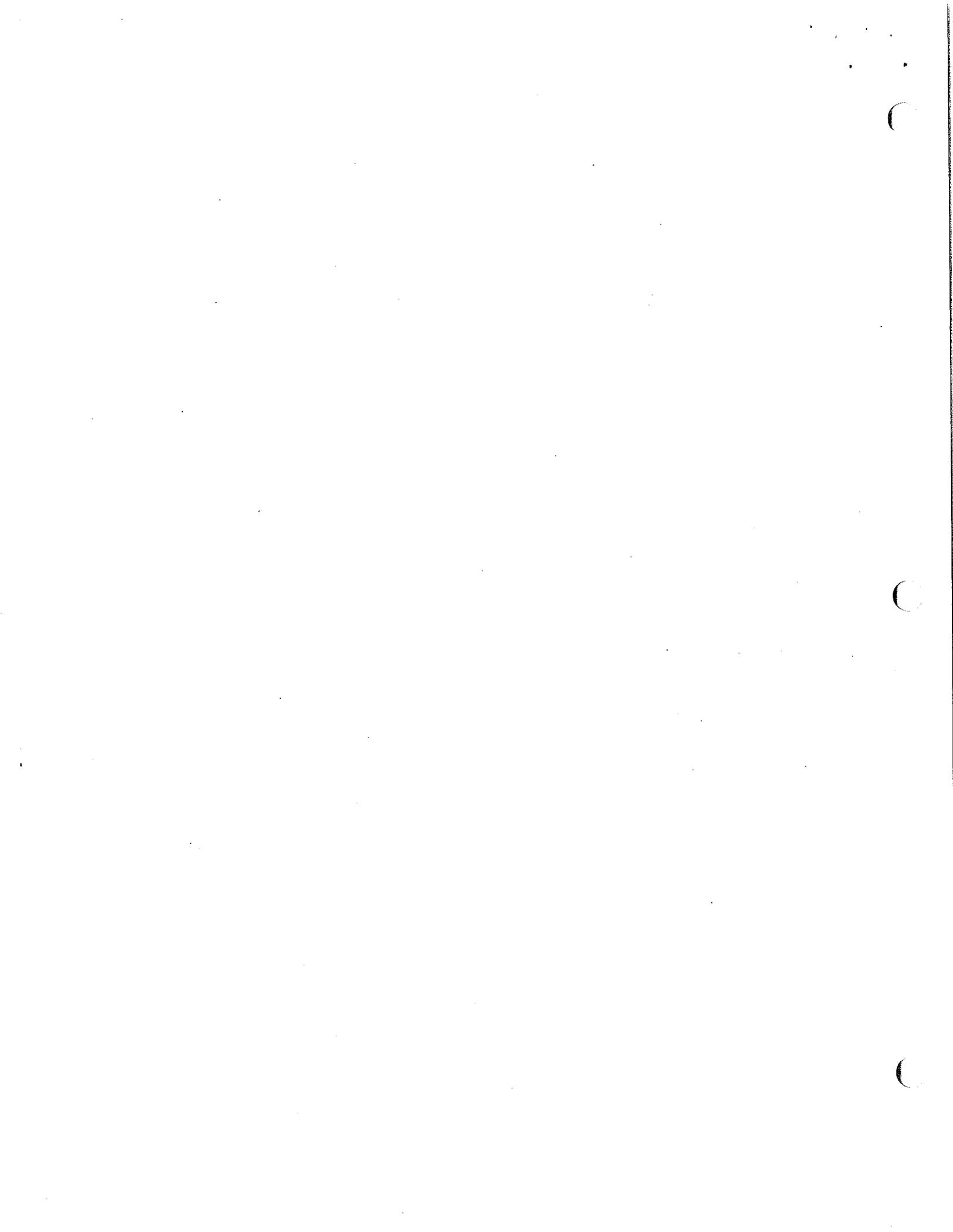
- A. Prior to start of construction, CM will walk the project recording existing conditions. Project conditions are logged, recorded to record existing conditions prior to start of construction.

4.0 AS-NEEDED CONSTRUCTION MANAGEMENT SERVICES

4.1 CONSTRUCTION CONTRACT ADMINISTRATION

The CM shall have the responsibility for the daily management in conjunction with FE staff. The CM 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 CM 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

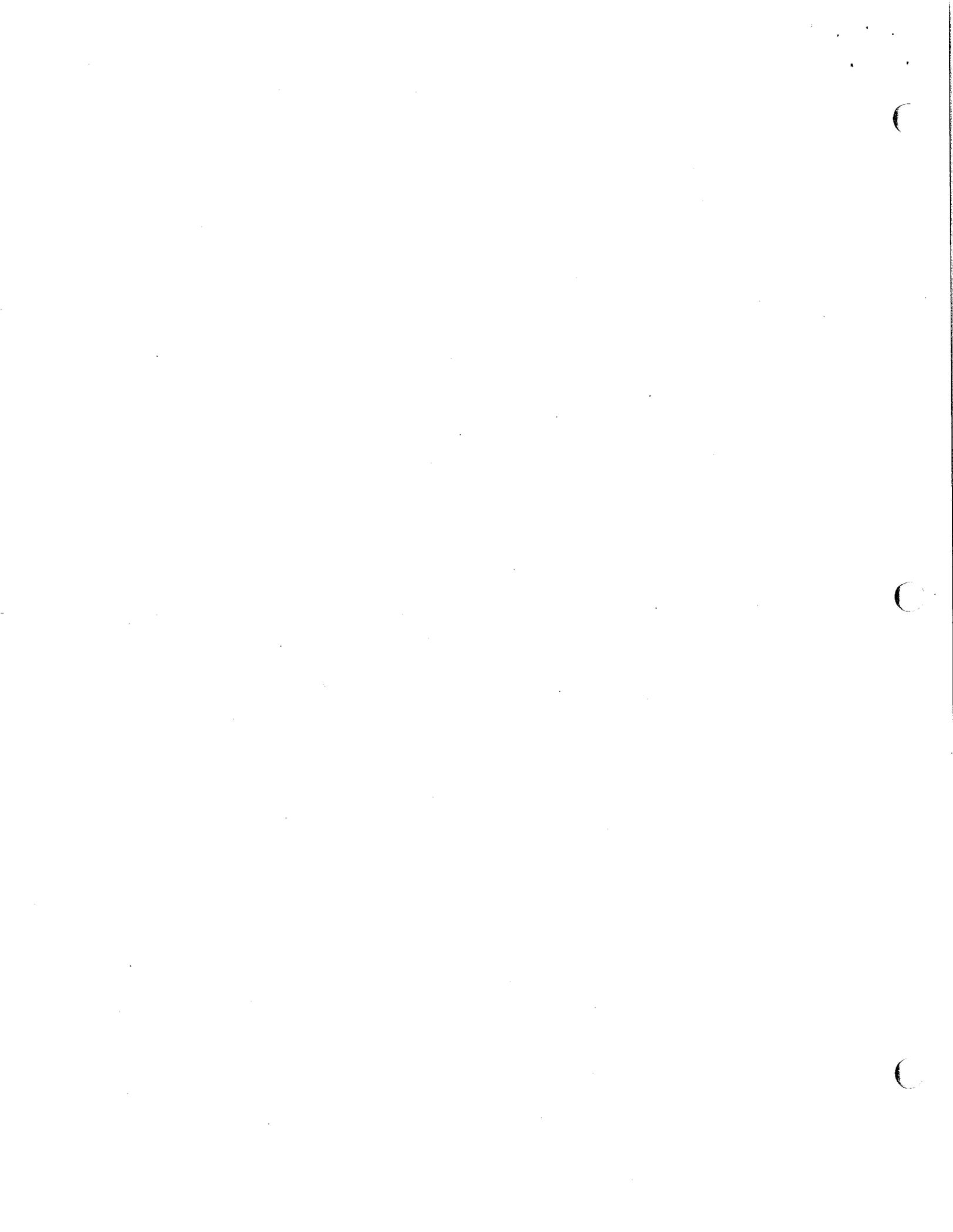


Change (RFC's), Requests for Proposal (RFP's), submittals, etc. Receive, log, and track request for information (RFI's), (RFC's), and (RFP's). CM will provide a short technical review of RFI's to determine if the issue is addressed adequately. Harris will respond where the RFI can be addressed in the 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.

4.2 CONTROLS AND SCHEDULING

- A. Review 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 CM will not be responsible for contractor or agency workforce means and methods.
- H. Receive and review project notices, and submit to E&CP FE.
- I. Provide Contractor performance evaluations during construction.

4.3 ESTIMATING

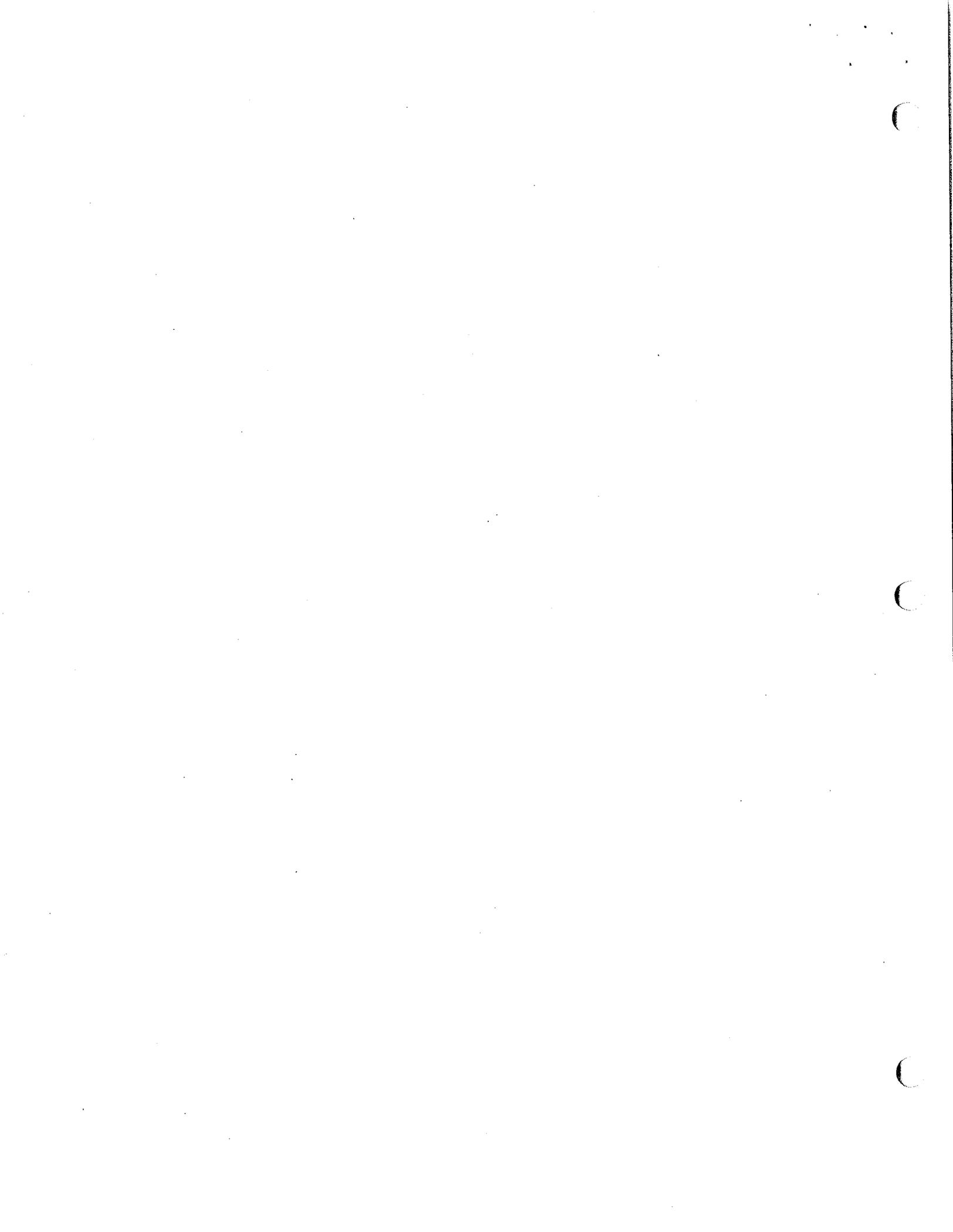
The CM shall, within established E&CP FE formats and guidelines, maintain a cost estimating system including:

- 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

4.4 DOCUMENT CONTROL

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

- A. The CM 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.

4.5 CHANGE ORDER AND CLAIMS MANAGEMENT

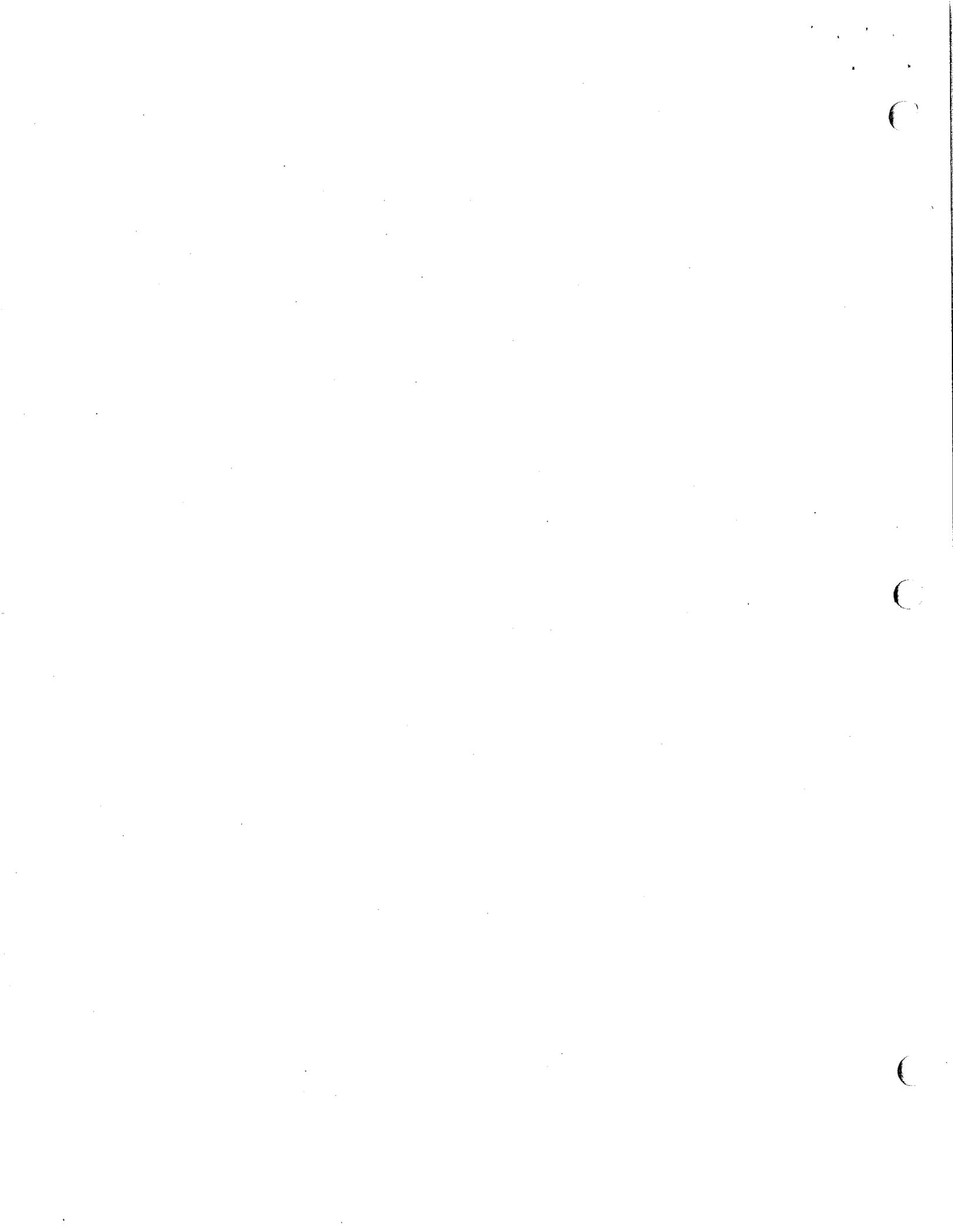
The CM shall implement a comprehensive claims management program to evaluate change order requests and recommend equitable disposition. When agreement cannot be reached the CM shall support FE position and assist in formulating a claims defense and participate in resolution including:

- 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 CM'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.

4.6 EOCP COMPLIANCE SUPPORT

The CM shall provide support to E&CP FE and the City of San Diego-Equal Opportunity Contracting Program, as needed in implementing and maintaining components of the current Equal Opportunity Contracting Program assigned projects including, outreach support, technical assistance coordination, private/public partnership coordination, etc. including:

- A. Coordinate and assist in field investigations to monitor subcontractor participation including substitutions. Investigations may include interviews with employees to verify wages, hours worked, working conditions, etc.
- B. Coordinate the review of payrolls (certified if applicable) for compliance prior to each progress billing. CM will check for the



“statement of compliance” from the contractor.

- C. Collection and preliminary review of Monthly Invoicing and Final Summary Reports for submittal to EOC and field engineering departments for review and approval.

4.7 SAFETY AND SECURITY MONITORING

Contractor is solely responsible for safety on all projects and it is the CM'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:

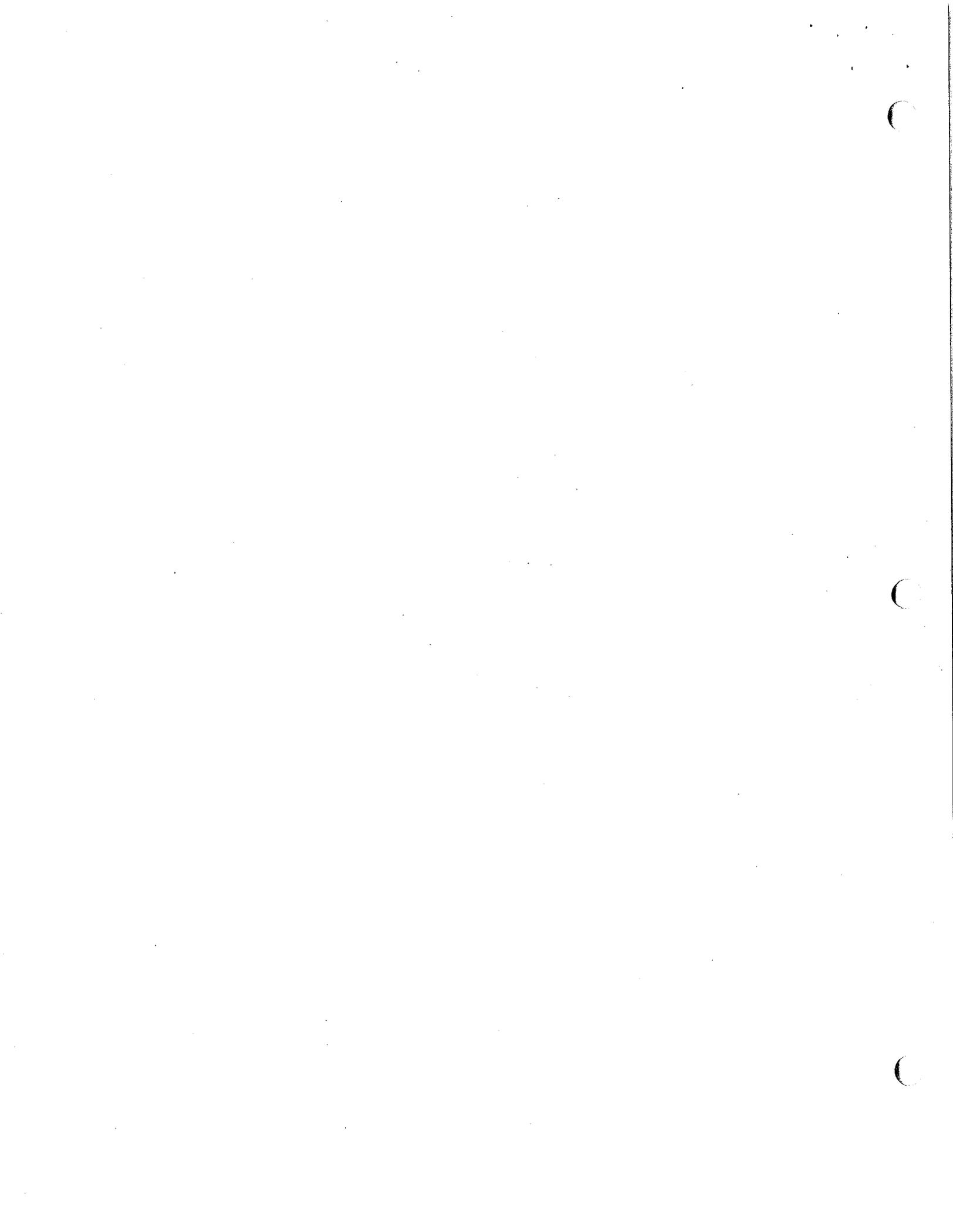
- A. Monitor and enforce project safety including OSHA, state and local safety regulations,
- B. Check job site security and measures taken to protect the public from hazards.
- C. Review Contractor's emergency response plans.

5.0 INSPECTION

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

5.1 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.

5.2 CIVIL INSPECTIONS

The CM 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.

5.3 STRUCTURAL INSPECTIONS

The CM 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.

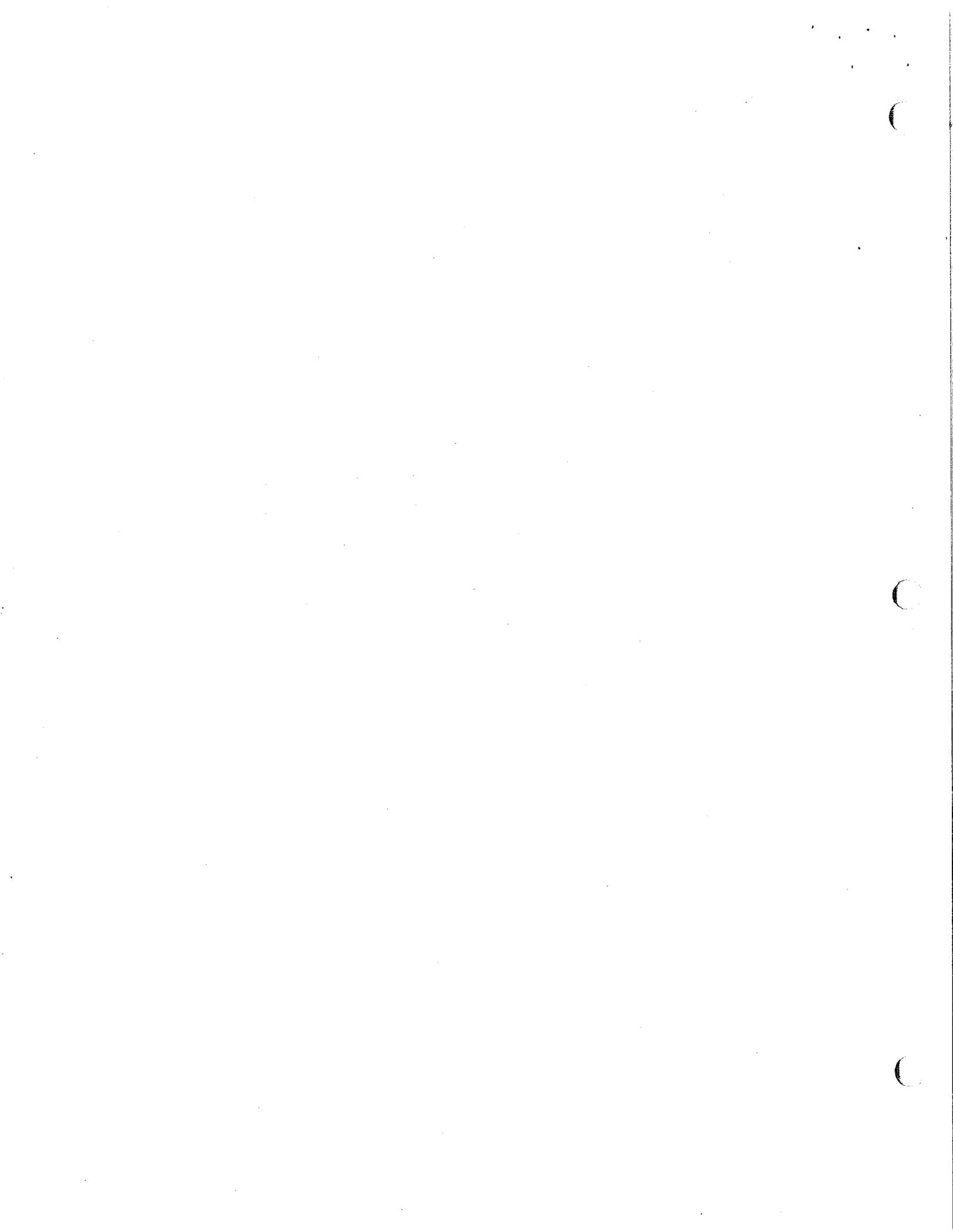
5.4 MECHANICAL INSPECTIONS

The CM 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.

5.5 ELECTRICAL INSPECTIONS

The CM 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.

5.6 INSTRUMENTATION INSPECTIONS

The CM 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.

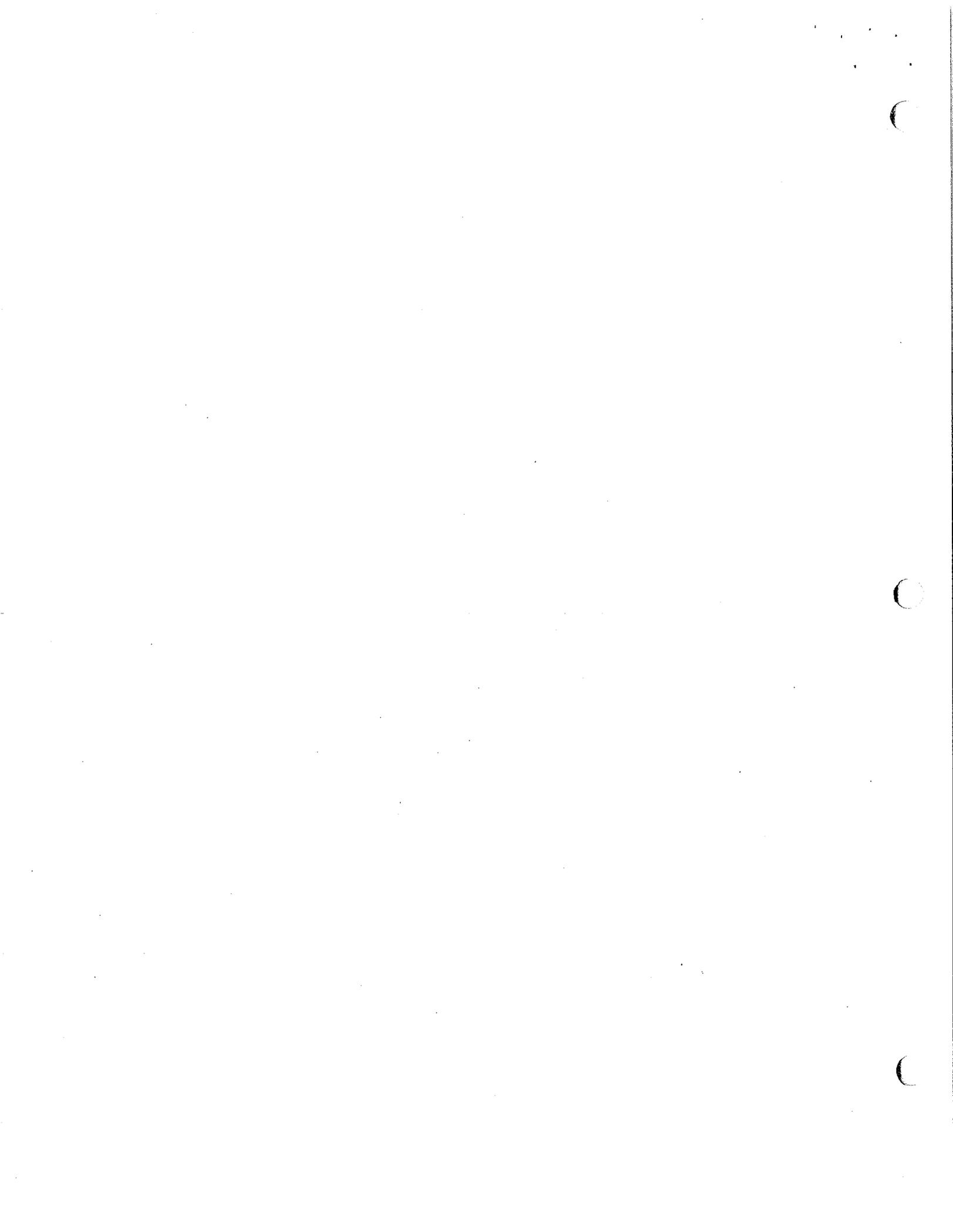
5.7 STORM WATER POLLUTION PREVENTION PLAN INSPECTION

- 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.

5.8 SPECIALTIES INSPECTIONS

The CM 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/pipeline rehabilitation and product sampling/testing.
- J. Welding inspection.
- K. Structural masonry.
- L. Anchor bolts.
- M. Structural concrete and rebar.

5.9 SOIL AND MATERIALS TESTING AND FIELD SURVEYING

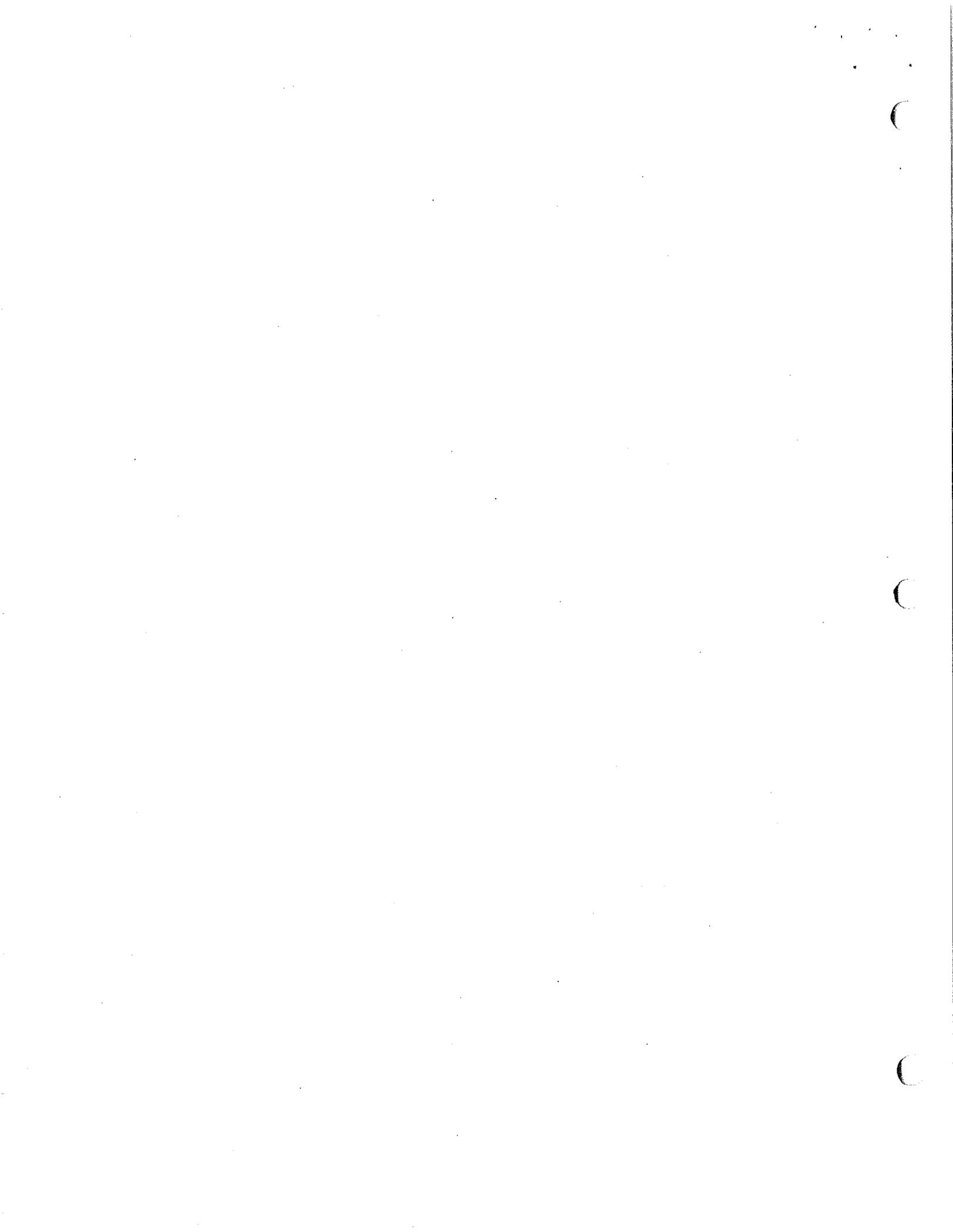
The CM shall provide qualified and approved testing laboratories and staff to perform all necessary soils and materials testing required to verify the quality and proper placement of the constructed product including:

- 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.

5.10 SURVEY SERVICE

The CM 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 CM 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.

6.0 ENVIRONMENTAL COORDINATION

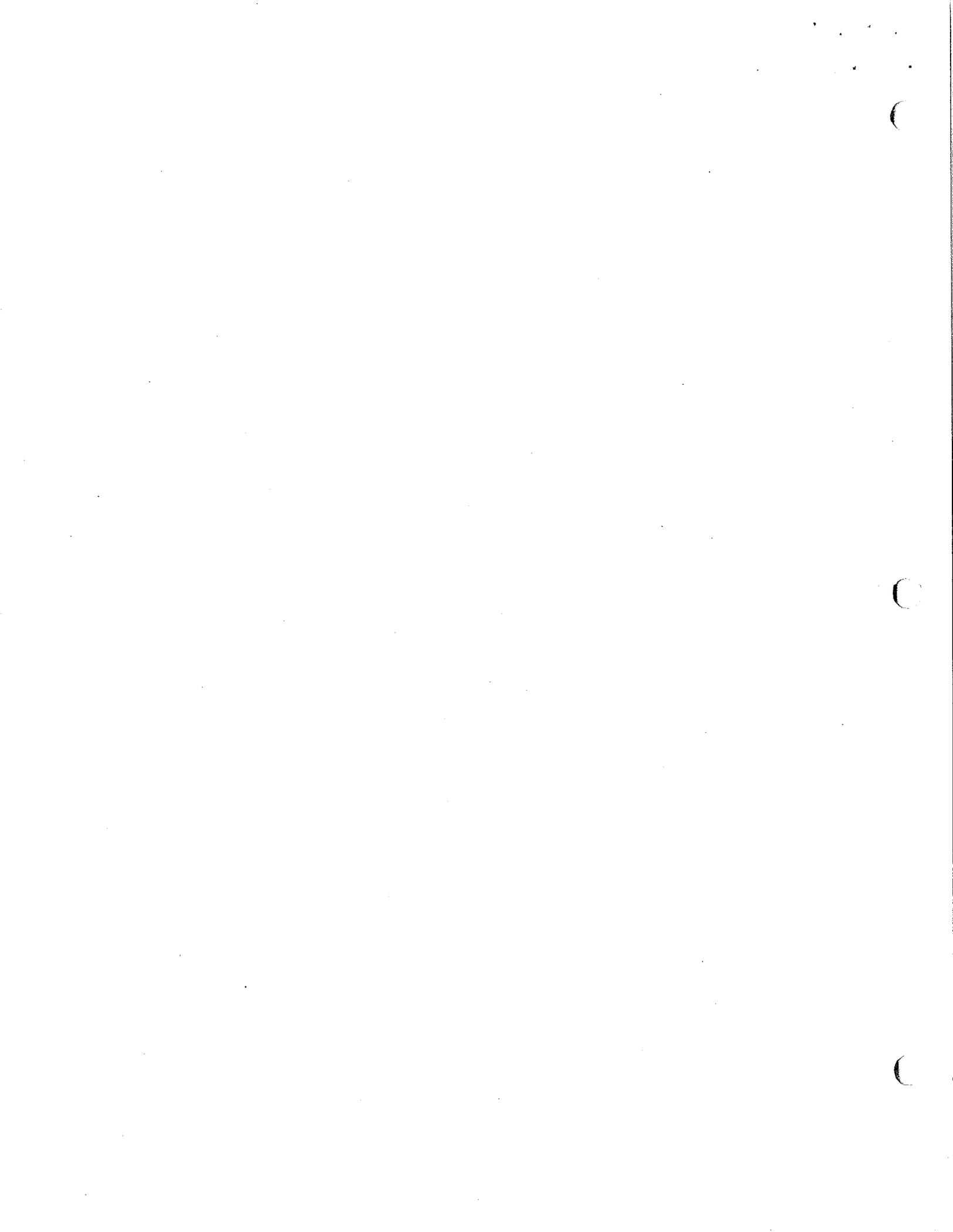
- A. Review and enforce requirements stipulated in permits issued by regulatory agencies and the environmental documents as shown or referenced in the contract documents.
- B. Enforce mitigation and monitoring requirements identified in the contract documents. The City will provide biologist, archaeologist, and paleontological services to assist CM unless identified in the specific task assignment to be provided by CM.

7.0 OWNERS AND MAINTENANCE MANUALS

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

8.0 EQUIPMENT AND SYSTEM TESTING, AND START-UP

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



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

9.0 CONSTRUCTION CLOSEOUT

9.1 ADMINISTRATION

The CM 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 CM staff including:

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

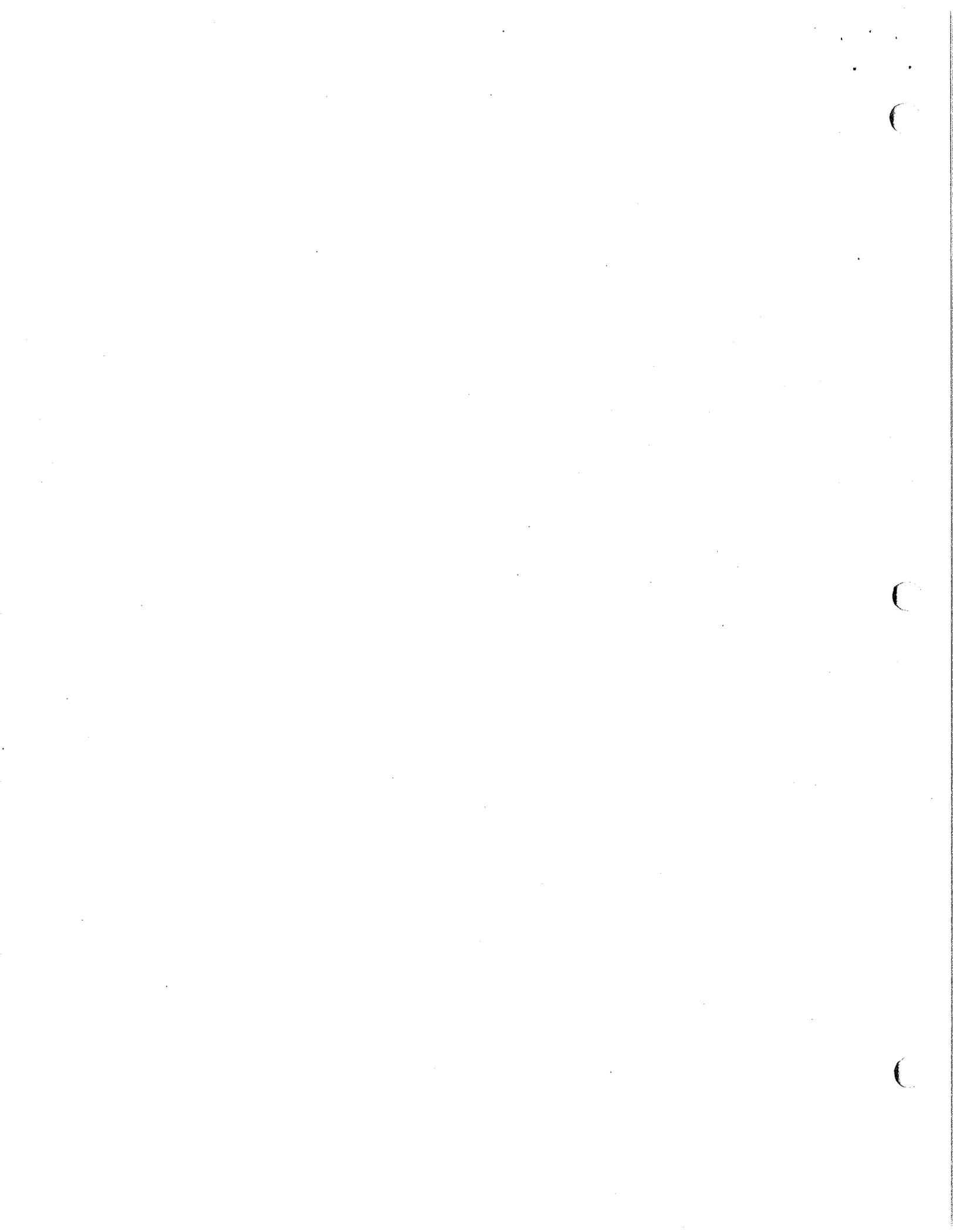
9.2 CONSTRUCTION CONTRACT CLOSEOUT

The CM 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 E&CP Field.
- G. Turnover project files, contract, correspondence, and documentation.

9.3 WARRANTY COORDINATION

The CM shall establish warranty repair procedures, which shall include a



notification prior to the expiration of warranty period. As problems are identified by E&CP Field staff the CM shall investigate, document and coordinate required repairs with the responsible contractor(s).

10.0 ADDITIONAL SERVICES

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

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

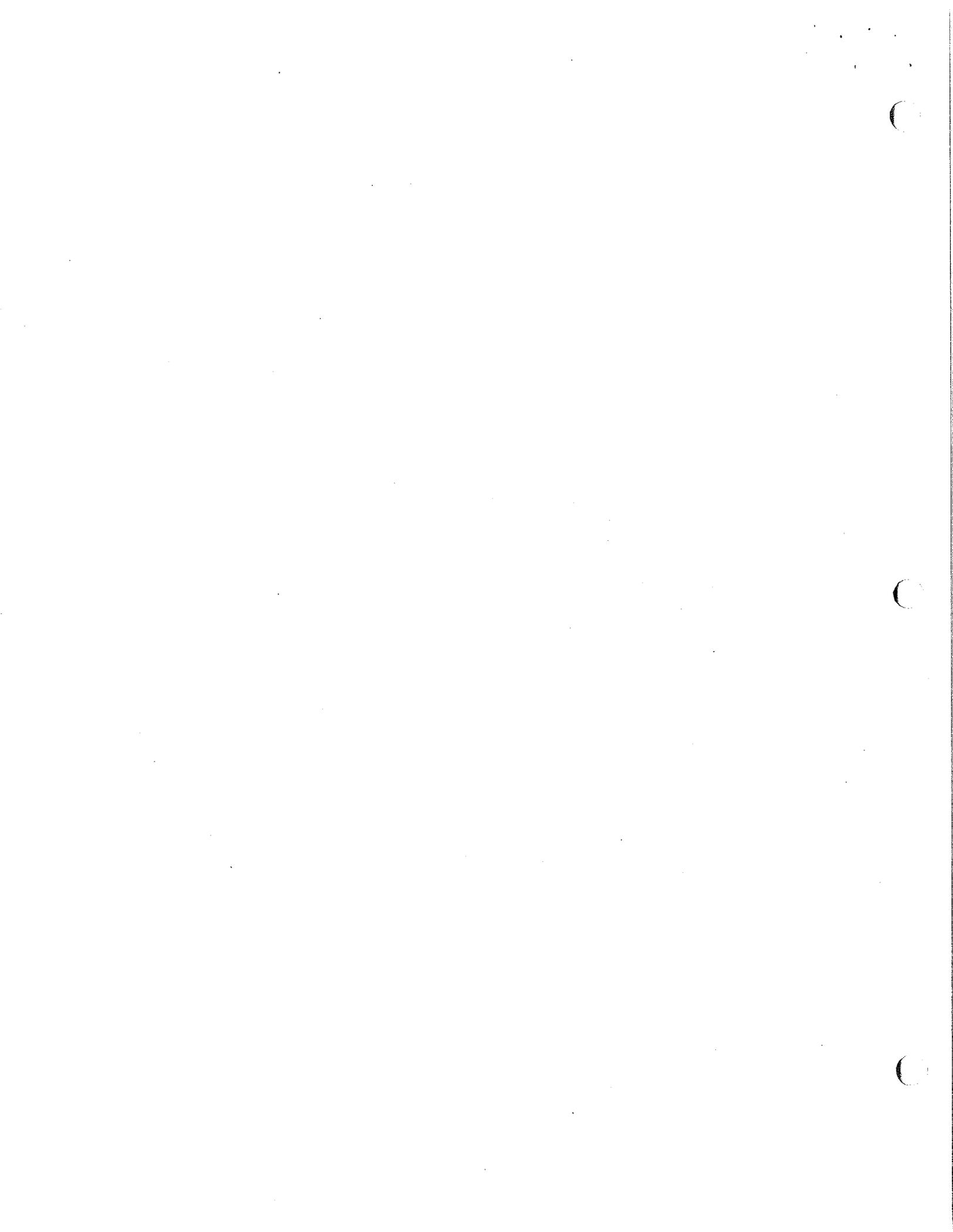
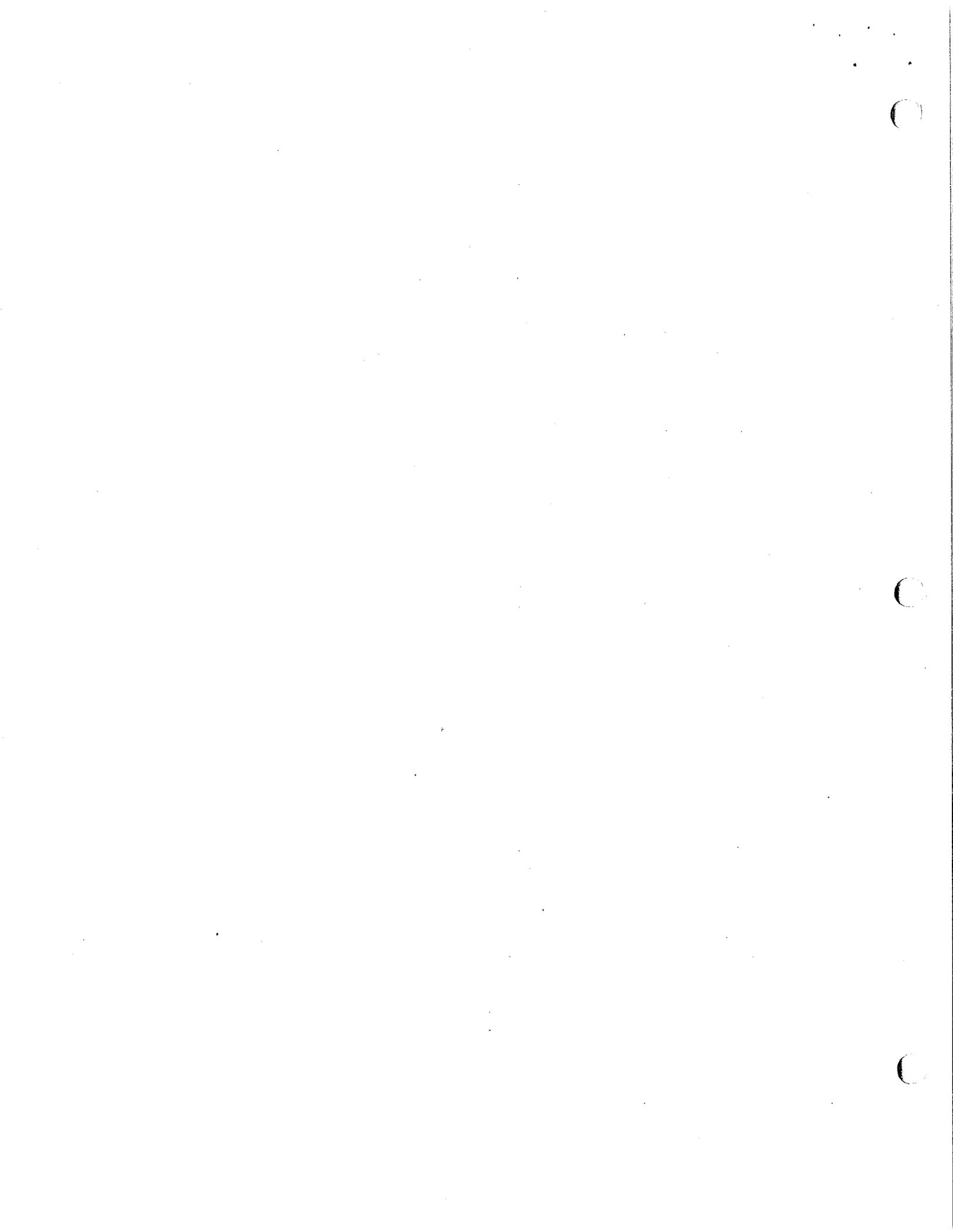


EXHIBIT B

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

Consultant:	
Agreement:	
Task Order No.:	Date:
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	
Part A	Scope of Services
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 separate sheets and attached to this Task Order.
Part B	Task Order Compensation
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 \$ _____	
Part C	Personnel Commitment
The Scope of Services shall be performed by Consultant's personnel in the number and classifications required by the City.	
Part D	Time Sequence
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.	
City of San Diego	Consultant
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

Page 1 of 8

Harris & Associates
 Office and Field Hourly Rates
 City of San Diego As-Needed Construction Management Services
 (H084402)

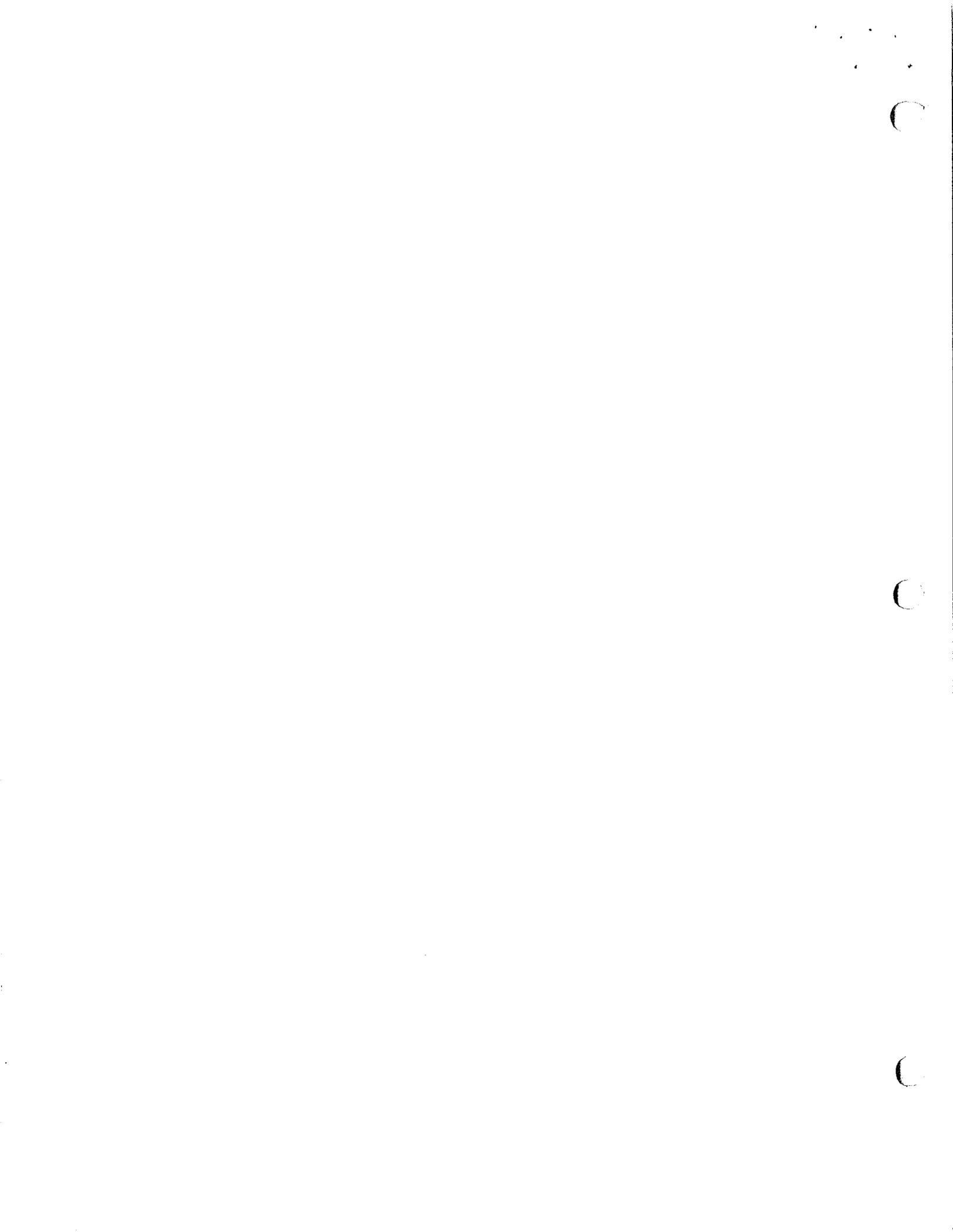
FEE SCHEDULE-2009*		
<u>Labor Classification</u>	<u>Loaded Hourly Billing Rates (OFFICE)</u>	<u>Revised Hourly Rates (FIELD)</u>
1. Principal in Charge	\$240	N/A
2. Technical Advisor	\$220	N/A
3. Project Manager	\$220	N/A
4. Sr. Construction Manager	\$192	\$173
5. Resident Engineer II	\$171	\$154
6. Resident Engineer I	\$150	\$135
7. Inspector- Non- Prevailing	\$112	\$101
8. Inspector- Prevailing	\$143	\$128
9. Instrumentation Controls Inspector	\$165	\$148
10. Electrical Inspector	\$139	\$125
11. Mechanical Inspector	\$152	\$138
12. Special Inspector	\$126	\$113
13. Landscape Inspector	\$137	\$123
14. Scheduler	\$156	\$140
15. CM Support/Administration	\$84	\$76
16. Sr. Project Engineer	\$162	\$146
17. Project Engineer	\$129	\$116
18. Engineering Tech/CADD	\$105	\$95

See notes to Fee Schedule*

Hunter Pacific
 Cost Estimating- Constructability Review

FEE SCHEDULE*		
<u>Labor Classification</u>	<u>Loaded Hourly Billing Rates (OFFICE)</u>	<u>Revised Hourly Rates (FIELD)</u>
1. Principal	\$225	N/A
2. Senior Estimator	\$170	N/A
3. Project Estimator	\$140	N/A
4. Estimator	\$115	N/A
5. Administration	\$72	N/A





COMPENSATION AND FEE SCHEDULE

Page 2 of 8

Rick Engineering
Construction Management/Inspection and Survey Services

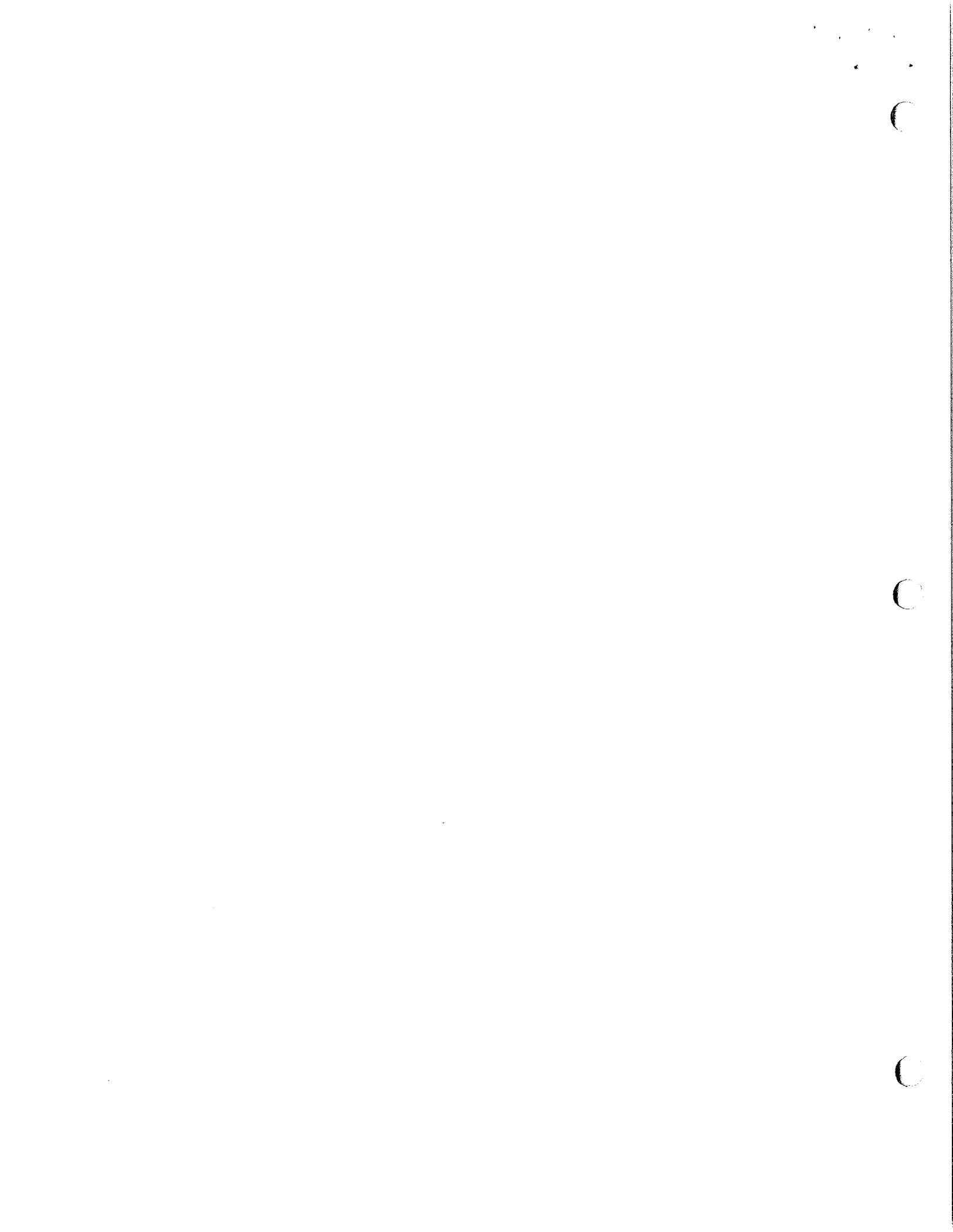
FEE SCHEDULE-2009*		
<u>Labor Classification</u>	<u>Loaded Hourly Billing Rates (OFFICE)</u>	<u>Revised Hourly Rates (FIELD)</u>
1. Principal	\$175	N/A
2. Technical Advisor/Sr. Project Engineer	\$150	N/A
3. Construction Manager/Resident Engineer	\$130	\$124
4. Construction Technician	\$107	\$102
5. Project Engineer/Manager	\$129	N/A
6. Engineering Drafter	\$89	N/A
7. Landscape Architect- Inspector	\$125	\$119
8. Environmental/Storm Water Compliance Specialist	\$115	N/A
9. Photogrammetry Supervisor	\$135	N/A
10. Photogrammetrist	\$105	N/A
11. Field Supervisor	\$130	N/A
12. Survey Analyst	\$120	N/A
13. Survey Party Chief (Prevailing Wage)	\$117	N/A
14. Survey Assistant (Prevailing Wage)	\$108	N/A
15. Survey Party Chief (Non – Prevailing Wage)	\$88	N/A
16. Survey Assistant (Non-Prevailing Wage)	\$82	N/A
*See Notes		

REIMBURSABLE EXPENSES FOR SURVEY SERVICES	
<u>Service</u>	<u>Billing Rate</u>
1. B/W reproductions	\$0.10/SF
2. Color plotting	\$7.50/SF
3. Survey Laser Scanning Equipment	\$1500/day(+labor)

*Notes to hourly rates and reimbursable:

1. Contracts subject to State of California Prevailing Wage Rates, will be subject to State prevailing wage regulations. Overtime will be charged for time over 8 hours in a 24 hour period, subject to prevailing wage.
2. Above office rates include overhead and incidentals including; computers, film, postage, parking, tolls, printing and copying (except large quantities such as construction documents and color reports), and phones. Mileage will be charged at the current IRS rate.
3. The following reimbursable expenses apply when field office rates are used; field cell phones, mileage, office supplies for field office, printing, computers, jobsite equipment and incidentals. Other reimbursable costs shall be authorized and agreed to at the task order level. Additional reimbursables may include project field office costs, per diem, job site vehicle monthly lease, job site travel and other expenses specified in the task order.

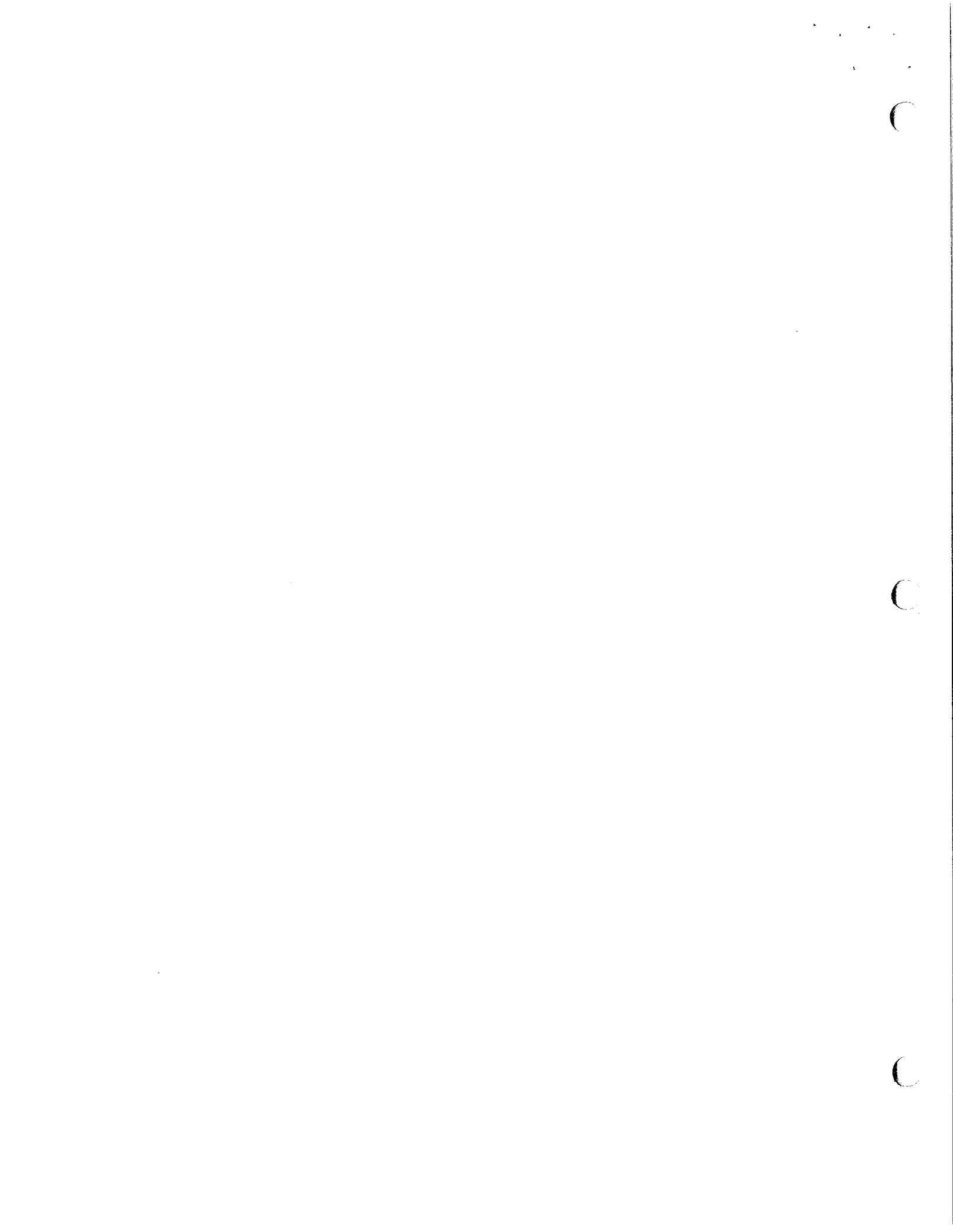




COMPENSATION AND FEE SCHEDULE

Page 3 of 8

4. Field office rates shall apply when the City provides Harris personnel with a field office along with office equipment to service the project. Staff not home based in the field office and providing services less than 2 months will be billed the office rate. An example is the use of schedule or cost estimating support personnel that is not home based in the field office. Short term staff substitutions for sick or vacation leave does not qualify for office rates.
5. Reimbursable expense mark-up shall not exceed 6 percent. Sub-consultant mark-up shall not exceed 2.5 percent.
6. Billing rates are based on 2009 rates. Commencing in January 2011, Harris and City shall negotiate yearly hourly rate increases to reflect cost of living adjustments. The annual increase shall not exceed 5 percent annually.



COMPENSATION AND FEE SCHEDULE

Page 4 of 8

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist.....	\$ 154
Senior Engineer/Geologist/Environmental Scientist.....	\$ 148
Senior Project Engineer/Geologist/Environmental Scientist.....	\$ 145
Project Engineer/Geologist/Environmental Scientist.....	\$ 142
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 128
Staff Engineer/Geologist/Environmental Scientist.....	\$ 120
GIS Analyst.....	\$ 120
Field Operations Manager.....	\$ 95
Supervisory Technician*.....	\$ 95
Nondestructive Examination Technician*, UT, MT, LP.....	\$ 95
Senior Field/Laboratory Technician*.....	\$ 85
Field/Laboratory Technician*.....	\$ 85
ACI Concrete Technician*.....	\$ 85
Concrete/Asphalt Batch Plant Inspector.....	\$ 85
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)*.....	\$ 85
Technical Illustrator/CAD Operator.....	\$ 78
Geotechnical/Environmental/Laboratory Assistant.....	\$ 66
Information Specialist.....	\$ 66
Data Processing, Technical Editing, or Reproduction.....	\$ 58

OTHER CHARGES

Expert Witness Testimony.....	\$ 360 /hr
Concrete Coring Equipment (includes one technician).....	\$ 165 /hr
PID/FID Usage.....	\$ 120 /day
Anchor load test equipment (includes technician).....	\$ 89 /hr
Hand Auger Equipment.....	\$ 55 /day
Inclinometer Usage.....	\$ 32 /hr
Vapor Emission Kits.....	\$ 30 /kit
Level D Personal Protective Equipment (per person per day).....	\$ 25 /p/d
Rebar Locator (Pachometer).....	\$ 22 /hr
Nuclear Density Gauge Usage.....	\$ 12 /hr
Field Vehicle Usage.....	\$ 10 /hr
Direct Project Expenses.....	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 2-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

INVOICES

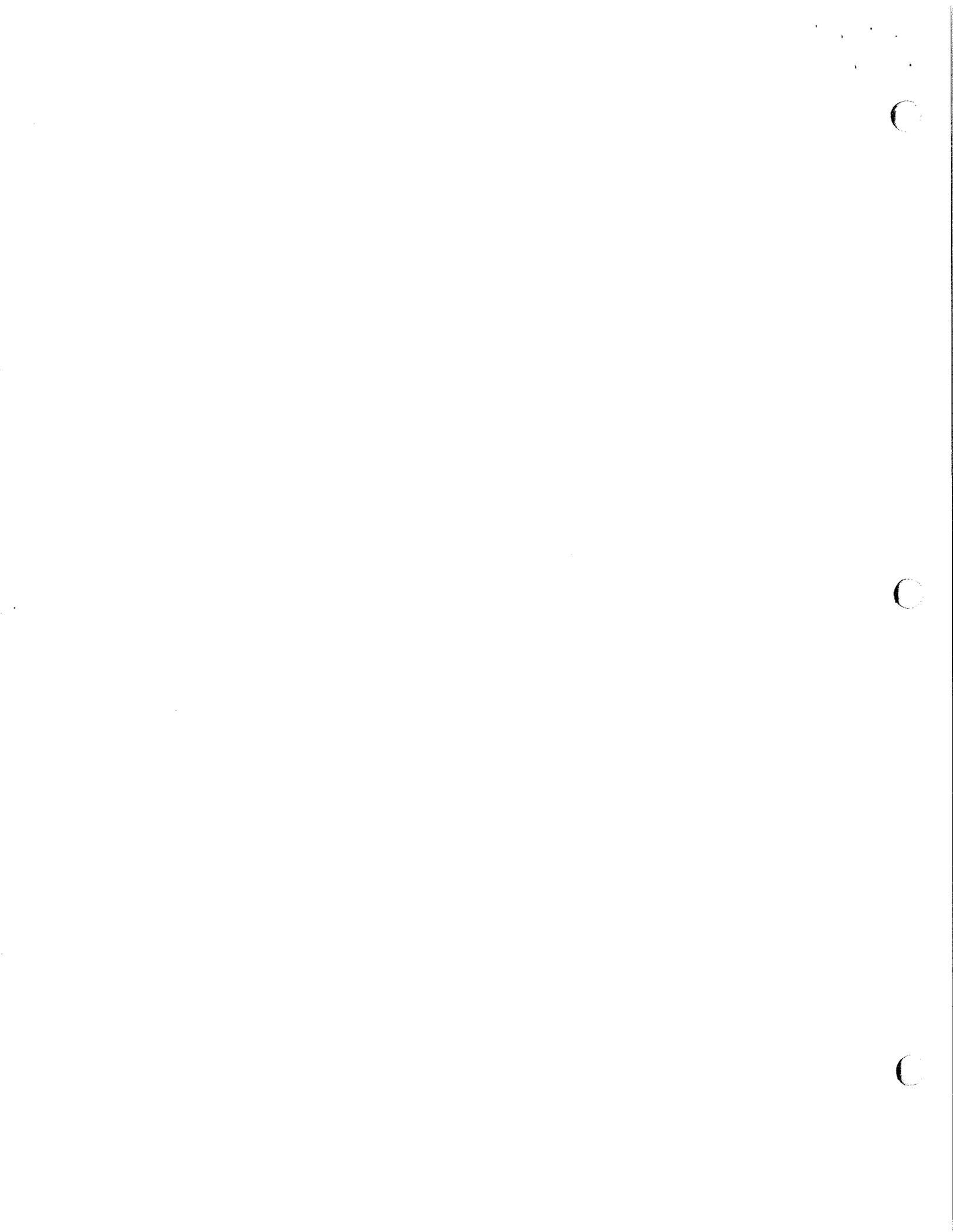
Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

C9PW

Ninyo & Moore



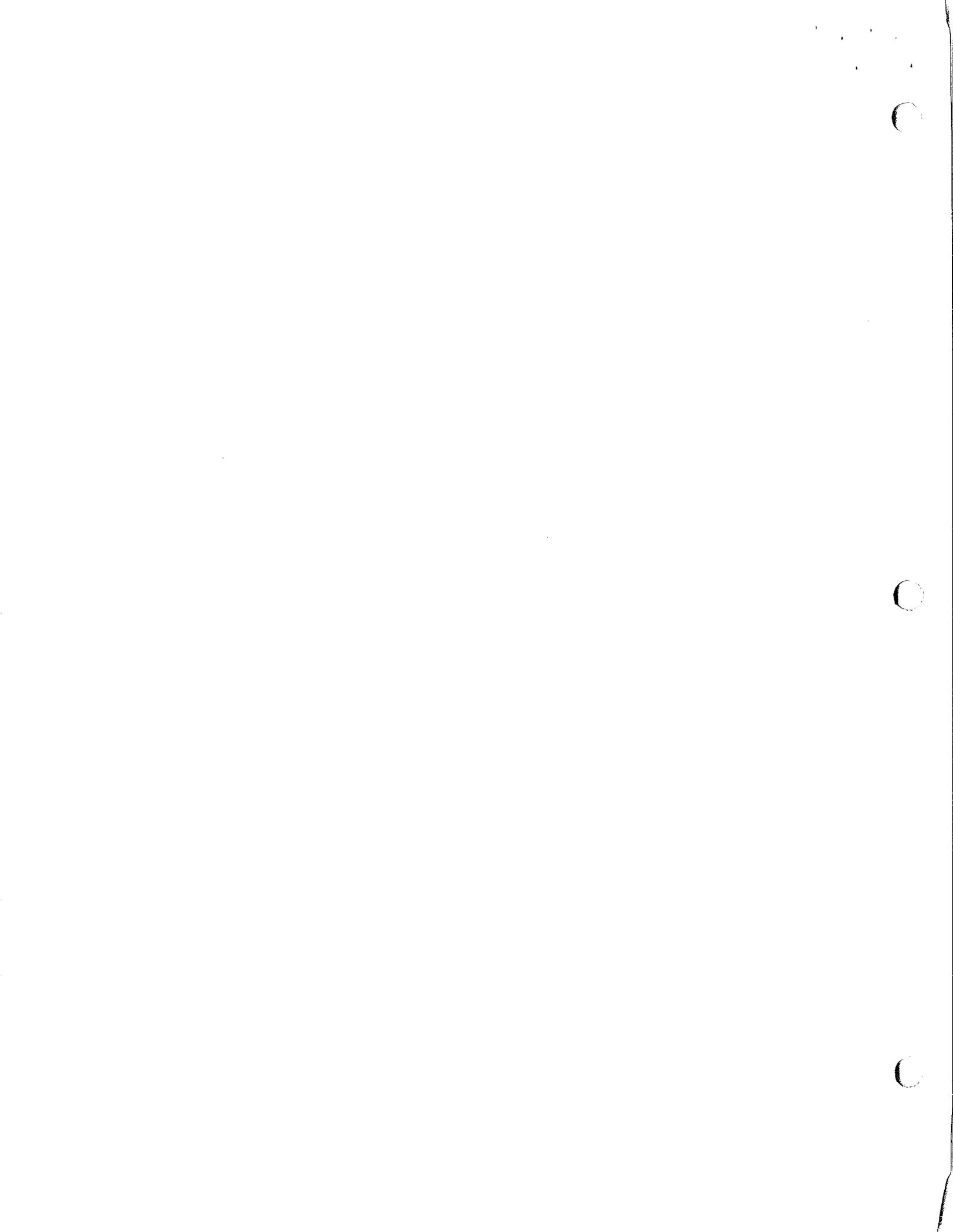
COMPENSATION AND FEE SCHEDULE

SCHEDULE OF FEES FOR LABORATORY TESTING
Laboratory Test, Test Designation, and Price Per Test

Soils		Concrete	
Atterberg Limits, D 4318, CT 204.....	\$ 145	Cement Analysis Chemical and Physical, C 109.....	\$ 1,650
California Bearing Ratio (CBR), D 1883.....	\$ 440	Compression Tests, 6x12 Cylinder, C 39.....	\$ 22
Chloride and Sulfate Content, CT 417 & CT 422.....	\$ 135	Concrete Mix Design Review, Job Spec.....	\$ 140
Consolidation, D 2435, CT 219.....	\$ 275	Concrete Mix Design, per Trial Batch, 6 cylinder, ACI.....	\$ 750
Consolidation - Time Rate, D 2435, CT 219.....	\$ 70	Concrete Cores, Compression (excludes sampling), C 42.....	\$ 55
Direct Shear - Remolded, D 3080.....	\$ 290	Drying Shrinkage, C 157.....	\$ 250
Direct Shear - Undisturbed, D 3080.....	\$ 250	Flexural Test, C 78.....	\$ 50
Durability Index, CT 229.....	\$ 150	Flexural Test, C 293.....	\$ 55
Expansion Index, D 4829, UBC 18-2.....	\$ 165	Flexural Test, CT 523.....	\$ 80
Expansion Potential (Method A), D 4546.....	\$ 145	Gunita/Shotcrete, Panels, 3 cut core s per panel and test, ACI.....	\$ 250
Expansive Pressure (Method C), D 4546.....	\$ 145	Jobsite Testing Laboratory.....	Quote
Geofabric Tensile and Elongation Test, D 4832.....	\$ 165	Lightweight Concrete Fill, Compression, C 495.....	\$ 40
Hydraulic Conductivity, D 5084.....	\$ 300	Petrographic Analysis, C 856.....	\$ 1,100
Hydrometer Analysis, D 422, CT 203.....	\$ 190	Splitting Tensile Strength, C 496.....	\$ 80
Moisture, Ash, & Organic Matter of Peat/Organic Soils.....	\$ 110	Reinforcing and Structural Steel	
Moisture Only, D 2218, CT 226.....	\$ 30	Fireproofing Density Test, UBC 7-6.....	\$ 55
Moisture and Density, D 2937.....	\$ 39	Hardness Test, Rockwell, A-370.....	\$ 50
Permeability, CH, D 2434, CT 220.....	\$ 230	High Strength Bolt, Nut & Washer Conformance, set, A-32.....	\$ 120
pH and Resistivity, CT 843.....	\$ 140	Mechanically Spliced Reinforcing Tensile Test, ACI.....	\$ 95
Proctor Density D 1557, D 698, CT 216, &.....	\$ 180	Pre-Stress Strand (7 wire), A 416.....	\$ 140
AASHTO T-180 (Rock corrections add \$80)		Chemical Analysis, A-36, A-615.....	\$ 120
R-value, D 2844, CT 301.....	\$ 250	Reinforcing Tensile or Bend up to No. 11, A 615 & A 706.....	\$ 50
Sand Equivalent, D 2419, CT 217.....	\$ 90	Structural Steel Tensile Test: Up to 200,000 lbs.	
Sieve Analysis, D 422, CT 202.....	\$ 110	(machining extra), A 370.....	\$ 70
Sieve Analysis, 200 Wash, D 1140, CT 202.....	\$ 90	Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI.....	\$ 55
Specific Gravity, D 854.....	\$ 90	Asphalt Concrete	
Triaxial Shear, C.D. D 4767, T 297.....	\$ 390	Asphalt Mix Design, Caltrans.....	\$ 2,200
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt.....	\$ 330	Asphalt Mix Design Review, Job Spec.....	\$ 150
Triaxial Shear, C.U., w/pore pressure, D4767, T 2297 per pt.....	\$ 190	Extraction, % Asphalt, including Gradation, D 2172, CT 310.....	\$ 215
Triaxial Shear, U.U., D 2850.....	\$ 140	Film Stripping, CT 302.....	\$ 100
Unconfined Compression, D 2166, T 208.....	\$ 100	Hvsem Stability and Unit Weight CTM or ASTM, CT 366.....	\$ 195
Wax Density, D 1183.....	\$ 90	Marshall Stability, Flow and Unit Weight, T-245.....	\$ 215
Roofing		Maximum Theoretical Unit Weight, D 2041.....	\$ 120
Built-up Roofing, cut-out samples, D 2829.....	\$ 165	Swell, CT 305.....	\$ 165
Roofing Materials Analysis, D 2829.....	\$ 500	Unit Weight sample or core, D 2726, CT 308.....	\$ 90
Roofing Tile Absorption, (set of 5), UBC 15-5.....	\$ 190	Aggregates	
Roofing Tile Strength Test, (set of 5), UBC 15-5.....	\$ 190	Absorption, Coarse, C 127.....	\$ 35
Masonry		Absorption, Fine, C 128.....	\$ 35
Brick Absorption, 24-hour submersion, C 67.....	\$ 45	Clay Lumps and Friable Particles, C 142.....	\$ 100
Brick Absorption, 5-hour boiling, C 67.....	\$ 55	Cleaness Value, CT 227.....	\$ 120
Brick Absorption, 7-day, C 67.....	\$ 60	Crushed Particles, CT 205.....	\$ 140
Brick Compression Test, C 67.....	\$ 45	Durability, Coarse, CT 229.....	\$ 130
Brick Efflorescence, C 67.....	\$ 45	Durability, Fine, CT 229.....	\$ 130
Brick Modulus of Rupture, C 67.....	\$ 40	Los Angeles Abrasion, C 131 or C 535.....	\$ 180
Brick Moisture as received, C 67.....	\$ 35	Mortar making properties of fine aggregate, C 87.....	\$ 275
Brick Saturation Coefficient, C 67.....	\$ 50	Organic Impurities, C 40.....	\$ 55
Concrete Block Compression Test, 8x8x16, C 140.....	\$ 80	Potential Reactivity of Aggregate (Chemical Method), C 289.....	\$ 390
Concrete Block Conformance Package, C 90.....	\$ 440	Sand Equivalent, CT 217.....	\$ 90
Concrete Block Linear Shrinkage, C 428.....	\$ 120	Sieve Analysis, Coarse Aggregate, C 136.....	\$ 105
Concrete Block Unit Weight and Absorption, C 140.....	\$ 55	Sieve Analysis, Fine Aggregate (including wash), C 136.....	\$ 105
Cores, Compression or Shear Bond, CA Code.....	\$ 55	Sodium Sulfate Soundness (per size fraction), C 88.....	\$ 160
Masonry Grout, 3x3x6 prism compression, UBC 21-18.....	\$ 30	Specific Gravity, Coarse, C 127.....	\$ 75
Masonry Mortar, 2x4 cylinder compression, UBC 21-16.....	\$ 30	Specific Gravity, Fine, C 128.....	\$ 85
Masonry Prism, half size, compression, UBC 21-17.....	\$ 110		

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



COMPENSATION AND FEE SCHEDULE

CONSTRUCTION SERVICES

PROFESSIONAL SERVICES

Principal Engineer / Geologist.....	\$ 175.00 Per Hour
Registered Civil Engineer / Geologist.....	\$ 125.00 Per Hour
Staff Engineer / Geologist.....	\$ 95.00 Per Hour
Inspection / Laboratory Supervisor.....	\$ 95.00 Per Hour
Project Manager.....	\$ 95.00 Per Hour
Draftsperson.....	\$ 70.00 Per Hour
Word Processing.....	\$ 55.00 Per Hour
Review of files for processing affidavits and certifications required by various Governmental Agencies.....	\$ 95.00 Per Hour
Legal Consultation, Expert Witness and Court Appearances (Minimum 4 Hours).....	\$ 325.00 Per Hour

ENVIRONMENTAL SERVICES

Certified Asbestos Consultant.....	\$ 85.00 Per Hour
Certified Asbestos Inspector.....	\$ 65.00 Per Hour
Certified Asbestos Project Manager.....	\$ 75.00 Per Hour
Certified Asbestos Project Designer.....	\$ 75.00 Per Hour
Certified Site Surveillance Technician.....	\$ 65.00 Per Hour
On-Site 582 Certified Microscopist.....	\$ 65.00 Per Hour
Certified Lead Inspector / Assessor.....	\$ 65.00 Per Hour
Certified Lead Project Monitor.....	\$ 65.00 Per Hour
Certified Industrial Hygienist.....	\$ 180.00 Per Hour
Environmental Site Assessment (Phase I).....	\$ 95.00 Per Hour
Environmental Site Assessment (Phase II).....	\$ 95.00 Per Hour
Industrial Hygienist.....	\$ 100.00 Per Hour

(Prices based on 2 Hour Minimum & Test Samples Additional)

PROJECT SERVICES

Pile Driving / Deep Foundation Inspection.....	\$ 95.00 Per Hour
Special Inspection.....	\$ 82.50 Per Hour
Multi-Certified Inspector.....	\$ 82.50 Per Hour
Roofing Technician.....	\$ 82.50 Per Hour
Batch Plant (Concrete or Asphalt).....	\$ 82.50 Per Hour
Technician - Laboratory and Field.....	\$ 82.50 Per Hour
Soils/Asphalt Technician.....	\$ 82.50 Per Hour
Ultrasonic, Dye Penetrant, or Magnetic Particle Inspection.....	\$ 95.00 Per Hour
Pachometer/ Schmidt Hammer/Elcometer/ Torque.....	\$ 82.50 Per Hour
Pull-Out Test on Embedded Bolts/ Anchors and Dowels.....	\$ 82.50 Per Hour
Concrete, Masonry, Asphalt Coring or Sawing.....	\$ 140.00 Per Hour
Floor Flatness / Levelness (Inc. Equipment).....	Cost + 15%
Emissivity.....	\$ 85.00 Per Hour
Ground Rod Test.....	\$ 85.00 Per Hour

EQUIPMENT

Pick-Up and Delivery - Miscellaneous.....	\$ 50.00 Per Hour
Skidmore Bolt Cell w/ Torque Wrench.....	\$ 65.00 Per Day
Skidmore-Wilhelm Bolt Cell.....	\$ 40.00 Per Day
Torque Wrench.....	\$ 25.00 Per Day
Air Meter.....	\$ 40.00 Per Day
Pachometer.....	\$ 55.00 Per Day
Schmidt Hammer.....	\$ 40.00 Per Day
Ultrasonic Equipment.....	\$ 50.00 Per Day
Magnetic Particle Equipment.....	\$ 50.00 Per Day
Dye Penetrant Equipment.....	\$ 40.00 Per Day
Jacking Assembly.....	\$ 60.00 Per Day
Nuclear Density Gauge.....	\$ 70.00 Per Day
Mobile Soils Laboratory/Truck.....	\$ 50.00 Per Day
Coring Equipment.....	\$ 100.00 Per Day
Emissivity Test Kit.....	\$ 40.00 Each
Ground Rod Equipment.....	\$ 40.00 Per Day

TESTING MACHINES

Testing Machine with Operator in Laboratory	
0 - 60,000 Pound Machine (Universal).....	\$ 155.00 Per Hour
800,000 Pound Machine (Universal).....	\$ 250.00 Per Hour

Steven Koch

Steven Koch - Senior Vice President

CONCRETE

STRENGTH CHARACTERISTICS

A.S.T.M.		
C39	Concrete Cylinders (6" x 12") W/ Mold.....	\$ 22.00 Each
C495	Lightweight Fill Concrete (3" x 6")..	\$ 25.00 Each
C39	Concrete or Gunite Cores, 6" Maximum Diameter, Including Trim.....	\$ 40.00 Each
C496	Splitting Tensile.....	\$ 65.00 Each
C78	6" x 6" Beams, Modulus of Rupture.....	\$ 65.00 Each
	Handling Charge, Cylinders Not Broken/Hold.....	\$ 10.00 Each
	Handling Charge, Beams Not Broken/Hold.....	\$ 40.00 Each
C469	Modulus of Elasticity.....	\$ 125.00 Each

MIX DESIGN

A.S.T.M.		
C192	Laboratory Trial Batch with Slump, and 6 Cylinders, Unit Weight, Air (Sampling Extra).....	\$ 350.00 Per Pt
	Mix Design, Determination of Proportions.....	\$ 175.00 Each
	Review of Existing Mix Design.....	\$ 225.00 Each

MISCELLANEOUS TESTING

C567	Unit Weight of Hardened Light Weight Concrete.....	\$ 50.00 Each
C684	Rapid Cure Concrete Cylinders (Boil Method).....	\$ 40.00 Each
C157	Drying Shrinkage (3 Bars - Four Readings, up to 90 Days).....	\$ 250.00 Set
C495	Lightweight Fill Concrete Density..	\$ 40.00 Each

MASONRY

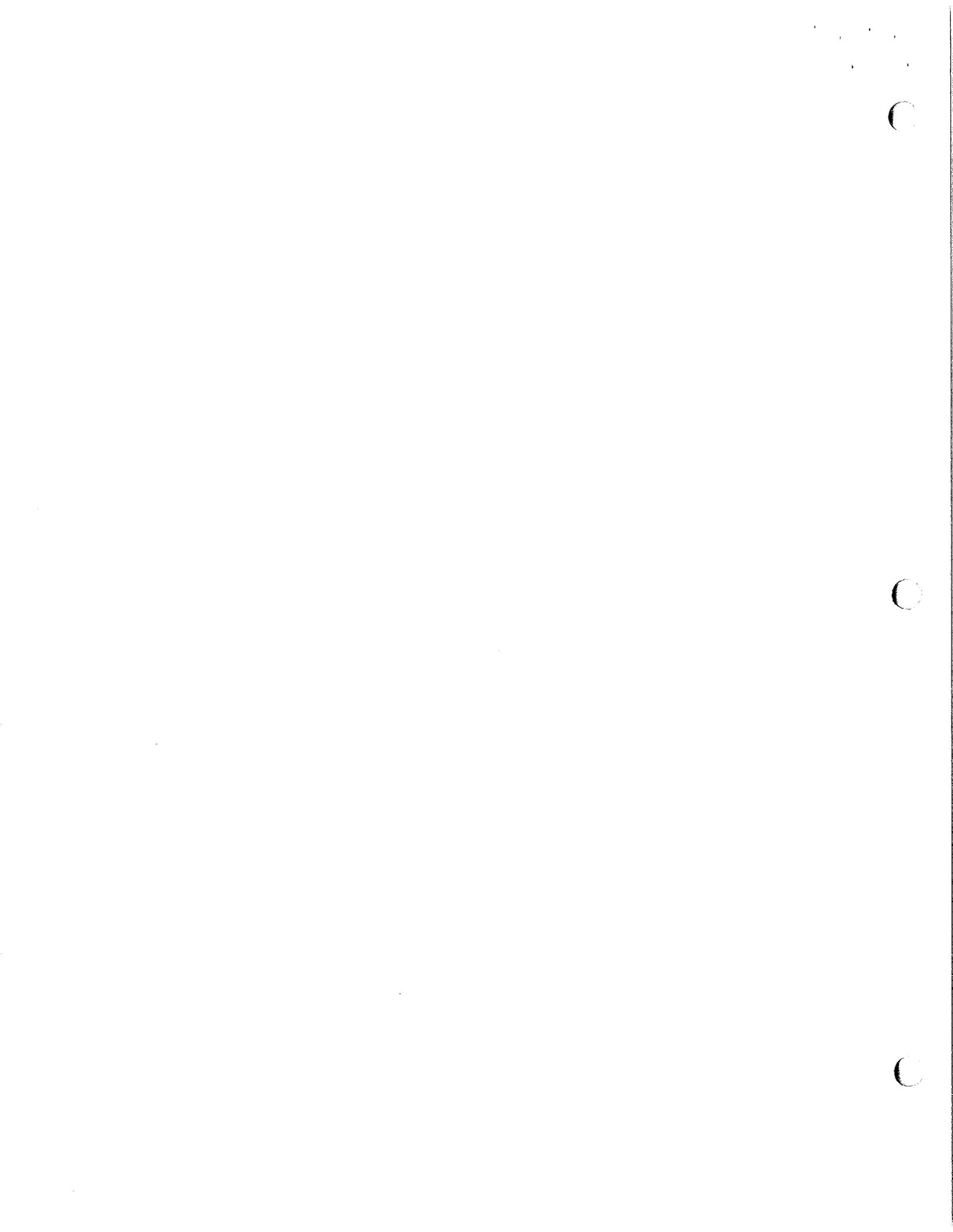
STRENGTH CHARACTERISTICS

C109	Mortar Cylinders (2" x 4") w/ mold..	\$ 22.00 Each
	Mortar Cubes (2" x 2") w/ mold.....	\$ 22.00 Each
C1019	Grout (3" x 6") w/ mold.....	\$ 22.00 Each
	Handling Charge, Mortar or Prisms Not Broken/Hold.....	\$ 10.00 Each
C140	Block Compression ≤ 8" x 8" x 16".....	\$ 45.00 Each
C140	Block Compression > 8" x 8" x 16".....	\$ 55.00 Each
C1314	Grouted Masonry Prism Compression Test ≤ 8" x 8" x 16".....	\$ 125.00 Each
C1314	Grouted Masonry Prism Compression Test > 8" x 8" x 16" Handling Charge, Grouted Prisms Not Broken/Hold.....	Quotation \$ 75.00 Each

BLOCK

A.S.T.M.		
C140	Moisture Content and Absorption..	\$ 60.00 Each
C140	Measurements.....	\$ 35.00 Each
C67	Masonry Efflorescence.....	\$ 45.00 Each
C426	Linear Shrinkage (CMA Method).....	\$ 125.00 Each
	Rapid Linear Shrinkage (British Modified Method).....	\$ 100.00 Each
	Block Conformance Package.....	Quotation
C852	Bond Strength.....	\$ 50.00 Each
UBC21.6	Masonry Core - Compression.....	\$ 40.00 Each
UBC21.6	Masonry Core - Shear.....	\$ 65.00 Each





COMPENSATION AND FEE SCHEDULE

BRICK

A.S.T.M.		
C67	Compression	\$ 40.00 Each
C67	Modulus of Rupture	\$ 40.00 Each
C67	Absorption, Soak	\$ 30.00 Each
C67	Absorption, Boll	\$ 30.00 Each
C67	Absorption, Saturation Coefficient	\$ 40.00 Each
C67	Initial Rate of Absorption	\$ 40.00 Each
C67	Efflorescence	\$ 50.00 Each
C67	Efflorescence with Mortar	\$ 65.00 Each

STEEL

REINFORCEMENT

A.S.T.M.		
A615/706	Tensile No. 11 Bar and Smaller	\$ 45.00 Each
A615/706	Tensile No. 14	\$ 100.00 Each
A615/706	Tensile No. 18	\$ 175.00 Each
	Mech. Splice Tensile Up to No. 11\$	100.00 Each
	Mech. Splice No. 14	\$ 150.00 Each
	Mech. Splice No. 18	\$ 300.00 Each
	Mech. Splice w/Slip	\$ 250.00 Each
A615/706	Bend Test No. 11 Bar and Smaller	\$ 35.00 Each
A615/706	Bend Test No. 14	\$ 50.00 Each
A615/706	Bend Test No. 18	\$ 100.00 Each
	Processing Mill Certificates (Per Size and Heat)	\$ 20.00 Each

STRUCTURAL STEEL

A.S.T.M.		
A370	Tensile Strength	
	Up to 100,000 lbs	\$ 75.00 Each
	100,000 to 200,000 lbs	\$ 90.00 Each
	Bend Test	\$ 35.00 Each
	Pipe Flattening Test	\$ 50.00 Each
	Bolt Tensile Test	\$ 45.00 Each
	Bolt Proof Test	\$ 35.00 Each
	Nut Proof Test	\$ 30.00 Each
	Nelson Stud Tensile Test	\$ 45.00 Each
	Machining and Preparation of Samples	\$ 35.00 Each
	Brinell & Rockwell Hardness Test	\$ 35.00 Each
	Processing Mill Certificates (Per Size and Heat)	\$ 25.00 Each
	Chemical Analysis	\$ 75.00 Each

PRESTRESS

A.S.T.M.		
A416	Prestress Cable, 7 Wire (Yield / Tensile)	\$ 150.00 Each
A416	Prestress Wire (Yield / Tensile)	\$ 140.00 Each
	Sample Preparation	\$ 45.00 Per Hour

WELD PROCEDURE AND WELDER QUALIFICATIONS

Welder Certification (AWS)	\$ 75.00 Per Hour
----------------------------------	-------------------

STRUCTURAL STEEL COUPON

Weld Tensile Test	\$ 50.00 Each
Weld Bend Test	\$ 40.00 Each
Weld-Macro Etch	\$ 75.00 Each
Machining and Preparation of Samples	\$ 35.00 Each

FIREPROOFING

UBC 7-6	Unit Weight	\$ 35.00 Each
ASTM-736	Adhesion/Cohesion	\$ 45.00 Each

ROOFING

Unit Weight	\$ 55.00 Each	
Roof Cut Analysis	\$ 500.00 Each	
UBC 15-5	Tile (Breaking Strength/Abs	\$ 75.00 Each
	Mineral Shake - Flexural	\$ 60.00 Each
	Mineral Shake - Absorption	\$ 60.00 Each

SOIL AND AGGREGATE

CLASSIFICATION

A.S.T.M.		
C136	Sieve Analysis (Coarse)	\$ 90.00 Each
C136	Sieve Analysis (Fine)	\$ 90.00 Each
C117	Sieve Analysis (Fine, Washed)	\$ 95.00 Each
D1140	#200 Wash	\$ 50.00 Each
C117	Sieve Analysis - Combined	\$ 105.00 Each
D422/C136	Hydrometer with Sieve Analysis	\$ 175.00 Each
D4318	Liquid and Plastic Limit	\$ 115.00 Each
CAL TM 217	Sand Equivalent (Set of Three)	\$ 80.00 Set
D2419		
CAL TM 227	Cleaness Value	\$ 230.00 Each
D2974	Organic Content	\$ 75.00 Each

PHYSICAL CHARACTERISTICS

A.S.T.M.		
C127	Specific Gravity and Absorption (Fine)	\$ 125.00 Each
C128	Specific Gravity and Absorption (Coarse)	\$ 100.00 Each
C127	Specific Gravity (Coarse)	\$ 70.00 Each
C128/D854	Specific Gravity (Fine)	\$ 70.00 Each
D2216	Moisture Content	\$ 25.00 Each
D3080	Direct Shear Quick Undisturbed	\$ 150.00 Each
	Direct Shear Slow Undisturbed	Quotation
D3080	Direct Shear Quick Remolded	\$ 200.00 Each
	Direct Shear Slow Remolded	Quotation
D2168	Unconfined Compression	\$ 75.00 Each
D2435	Consolidation - Time Rate	\$ 275.00 Each
D2435	Consolidation - Without Time Rate	\$ 225.00 Each
UBC 18-2	Expansion Index	\$ 125.00 Each
D4829		
D2434	Permeability - Undisturbed	\$ 225.00 Each
D2434	Permeability - Remolded	\$ 250.00 Each

SUBGRADE SUPPORT QUALITY

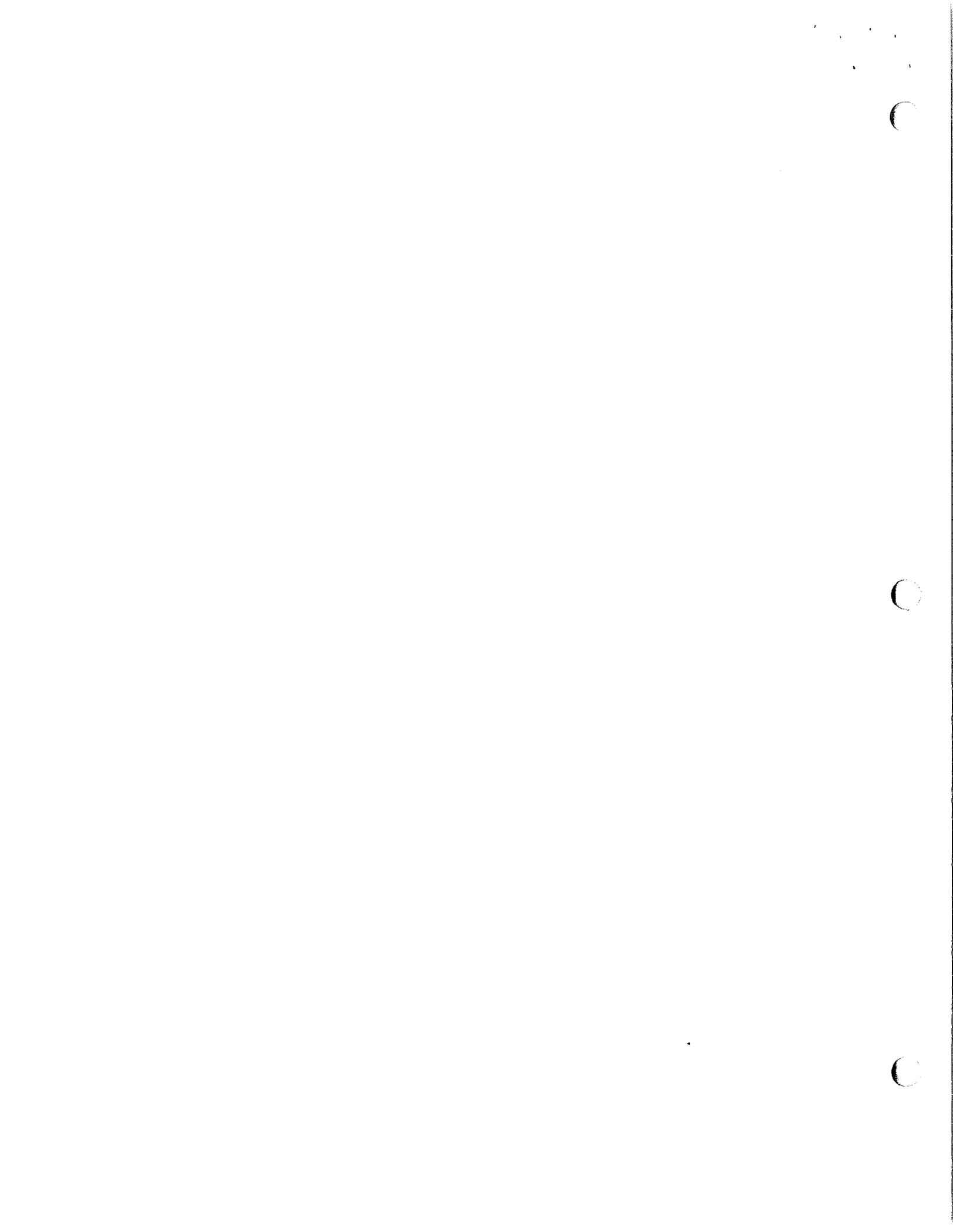
A.S.T.M.		
D1883	Bearing Ratio w/o M. D. Curve - Per Point	\$ 125.00 Each
CAL TM 301	R-Value (3 Points)	\$ 225.00 Each
D2844		
	Lime, Cement or Bituminous Treatment available upon request.	

DENSITY CHARACTERISTICS

A.S.T.M.		
D2937	Moisture / Density (Ring)	\$ 25.00 Each
D1567-A,B	Maximum Density	\$ 150.00 Each
D1567-C	Maximum Density	\$ 160.00 Each
D698-A,B	Maximum Density	\$ 120.00 Each
D698-C	Maximum Density	\$ 130.00 Each
	Check Point (Maximum Density)	\$ 75.00 Each
C29	Unit Weight - Loose	\$ 50.00 Each
C29	Unit Weight - Rodded	\$ 75.00 Each
CAL TM 216	Maximum Density	\$ 175.00 Each
	Rock Correction	\$ 75.00 Each

CHEMICAL PROPERTIES

CAL TMs		
532/643	Resistivity	\$ 75.00 Each
532/643	pH	\$ 45.00 Each
CAL TM 417	Sulphate	\$ 55.00 Each
CAL TM 422	Chloride	\$ 55.00 Each
	Corrosivity Series	\$ 185.00 Each
	Chemical Analysis	\$ 75.00 Each



COMPENSATION AND FEE SCHEDULE

AGGREGATE PROPERTIES

A.S.T.M.		
C131	LA Abrasion	\$ 150.00 Each
C535	LA Abrasion	\$ 175.00 Each
C88	Soundness	\$ 300.00 Each
C40	Organic impurities.....	\$ 75.00 Each
C142	Clay Lumps / Friable Particles	\$ 100.00 Each
C123	Coal & Lignite.....	\$ 100.00 Each
	Percent Elongation / Flats	\$ 175.00 Each
CAL TM 205	Percent Crushed.....	\$ 150.00 Each
CAL TM 229	Durability	\$ 150.00 Each

ASPHALT CONCRETE

GENERAL TESTING

A.S.T.M.		
D2172	Bitumen Content	\$ 125.00 Each
D5444	Gradation of Extracted Sample	\$ 90.00 Each
D1188	Unit Weight - Molded Specimen or Cores	\$ 75.00 Each
D2041	Theoretical Maximum Density.....	\$ 125.00 Each
CAL TM 304	Compacted Maximum Density - HVEEM	\$ 150.00 Each
D1560/61	Compacted Maximum Density - MARSHALL	\$ 175.00 Each
D6926	Stripping	\$ 100.00 Each

MIX DESIGN / CONTROL

A.S.T.M.		
CAL TM 336	Mix Design - HVEEM including	
D1560/61	Aggregate Tests - Per Design...	\$2,250.00 Each
D6926/27	Mix Design - MARSHALL including	
	Aggregate Tests - Per Design...	\$2,500.00 Each
CAL TM 336	Field Mix - HVEEM - Stability	
D1560/61	Per Point	\$ 175.00 Each
D6926	Field Mix - MARSHALL-Stability	
	Per Point	\$ 200.00 Each

MISCELLANEOUS

Specimen Pick-Up

Flexural Beams (\$70.00 Minimum).....	\$ 35.00 Each
Masonry Prism up to 8" x 8" x 16" (\$70.00 Minimum)	\$ 50.00 Each
Masonry Prism, Larger than 8" x 8" x 16"	Quotation
Gunite and Shotcrete Test Panels.....	\$ 75.00 Each
Fireproofing Samples	\$ 50.00 Per Trip
Sample Pick Up	\$ 50.00 Per Hour

1. A two hour minimum show-up charge will be incurred for all scheduled field services not canceled before 4:00 p.m. of the preceding day. A minimum four, and eight hour charged per day.
2. An overtime premium of time and one-half will be charged for any personnel services in excess of eight hours per day, up to and including twelve hours per day, and Saturday. Double time will be charged for over twelve hours in any one day, Sunday and Holidays. Holidays are New Years Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day. High priority laboratory testing at the Client's request which requires unscheduled overtime is subject to a 50% increase from the standard rates.
3. Swing (2nd) and graveyard (3rd) shift will be charged at regular rates plus 15% and 20% respectively.
4. Sampling, specification review, discussion, and report preparation for field testing are charged at hourly rates. A minimum charge of \$100.00 will be made for issuance of any engineering reports. Engineering review time of all field reports is estimated to be 0.2 hours per report. The charge for weekly report distribution is 1 hour per week.
5. Reimbursable expenses such as parking, air fare, car rental, food and lodging will be charged at cost plus 6 %, unless provided. Subsistence on remote jobs by quotation, unless provided.
6. Outside services performed by others and direct costs expended on the Client's behalf are charged at cost plus 6 %, unless otherwise noted.
7. Certified Payrolls will be supplied upon request.

C

C

C



City of San Diego.

ATTACHMENT AA

EQUAL OPPORTUNITY CONTRACTING (EOC)

1010 Second Avenue • Suite 500 • San Diego, CA 92101

Phone: (619) 533-4464 • Fax: (619) 533-4474

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:	<input type="checkbox"/> Construction	<input type="checkbox"/> Vendor/Supplier	<input type="checkbox"/> Financial Institution	<input type="checkbox"/> Lessee/Lessor
	<input type="checkbox"/> Consultant	<input type="checkbox"/> Grant Recipient	<input type="checkbox"/> Insurance Company	<input type="checkbox"/> Other

Name of Company: Harris & Associates, Inc.

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 120 Mason Circle

City Concord County Contra Costa State CA Zip 94520

Telephone Number: (925) 827-4900 FAX Number: (925) 827-4982

Name of Company CEO: L. Carl Harris

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

Address: 750 B Street, Suite 1800

City San Diego County San Diego State CA Zip 92101

Telephone Number: (619) 236-1778 FAX Number: (619) 236-1179

Type of Business: Architecture/Engineering Type of License: N/A

The Company has appointed: Marie Shockley

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: 120 Mason Circle, Concord, CA 94520

Telephone Number: (925) 827-4900 ext. 202 FAX Number: (925) 827-4982

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 Harris & Associates, Inc.

(Firm Name)

San Diego, California hereby certify that information provided

(County)

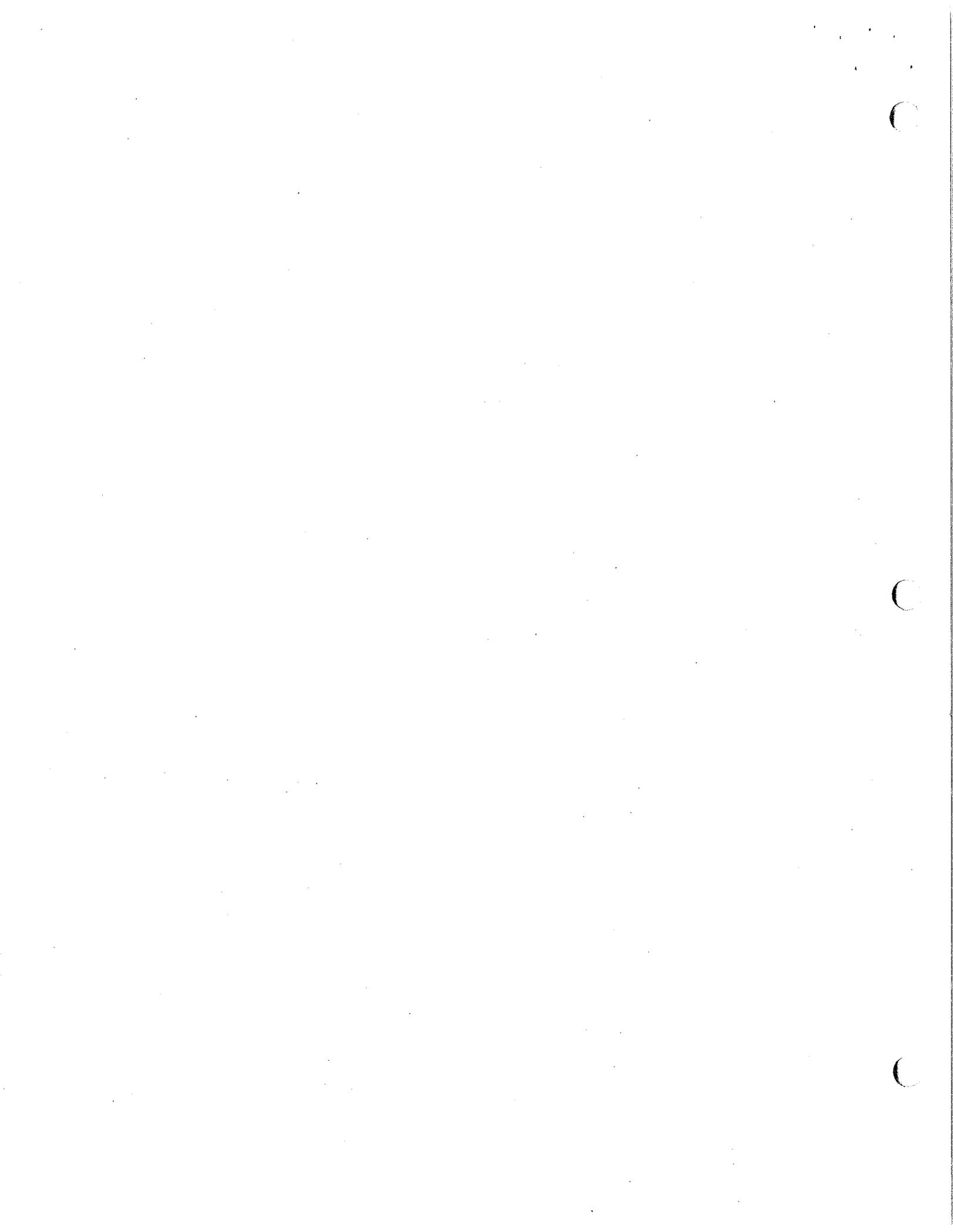
(State)

herein is true and correct. This document was executed on this 17th day of February, 2009.

(Authorized Signature)

E. Javier Saunders, P.E.

(Print Authorized Signature)



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

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			1									3		
Professional			1									4		
A&E, Science, Computer			1						1			7		
Technical	1		2		2		1		1			8	2	
Sales														
Administrative Support				1						1			1	
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	0	5	1	2	0	1	0	2	1	22	3	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	----	---	---	---

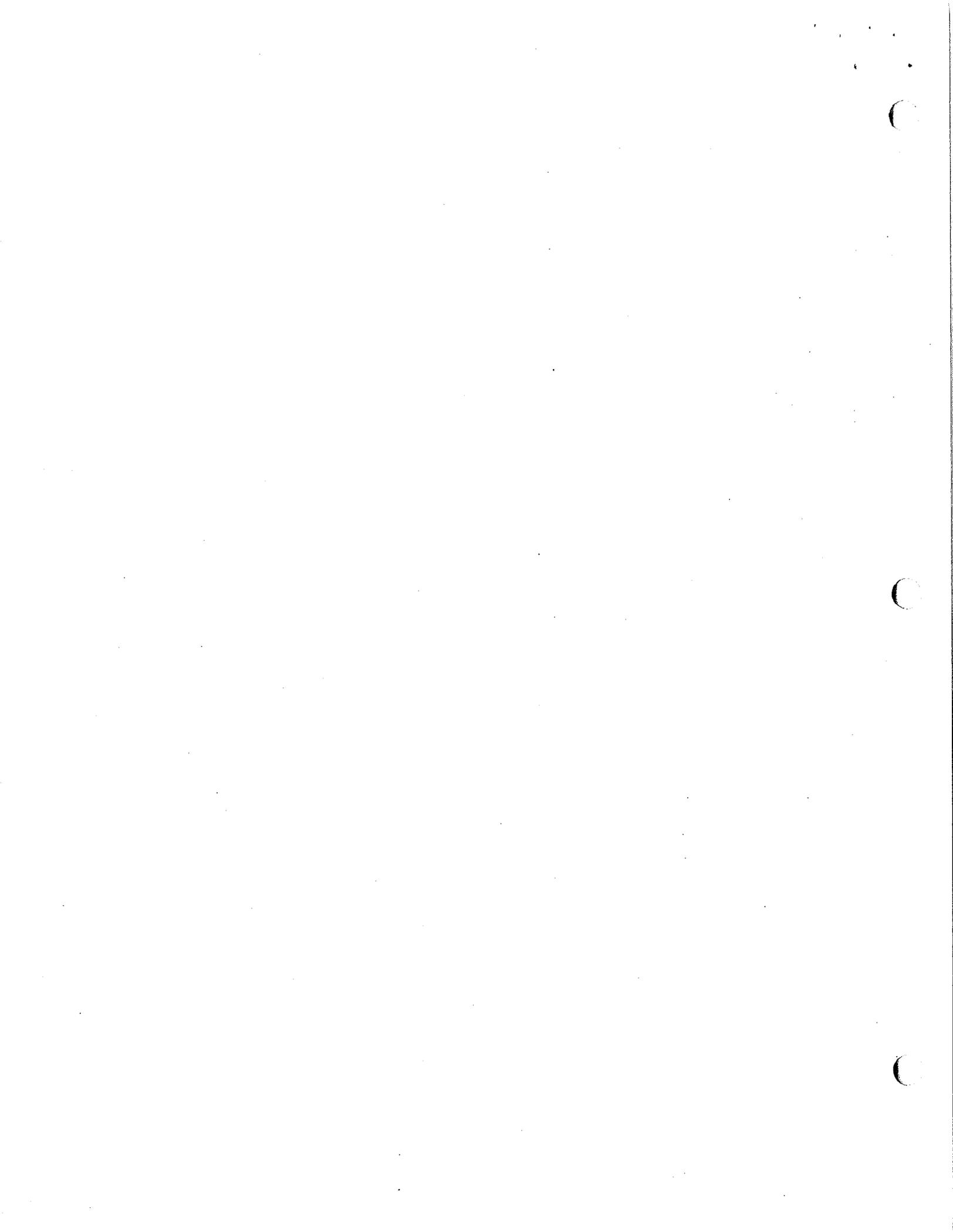
Grand Total All Employees 38

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

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

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.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² For example, if participation in a San Diego project is by work forces from San Diego County, Los Angeles County and Sacramento County, we will ask for separate Work Force Reports representing the work forces of

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

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a

MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

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

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

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

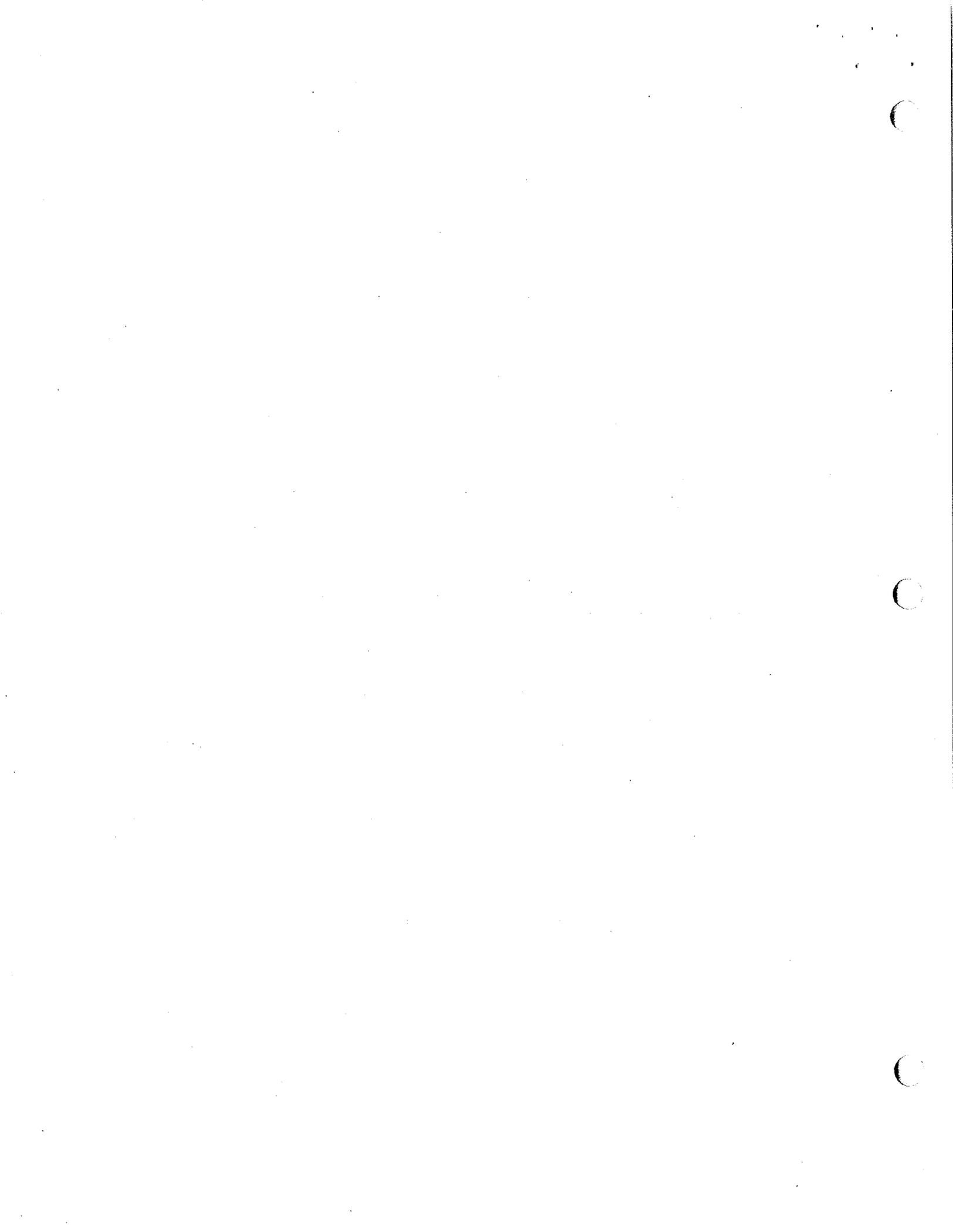


Exhibit: Work Force Report Job categories

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

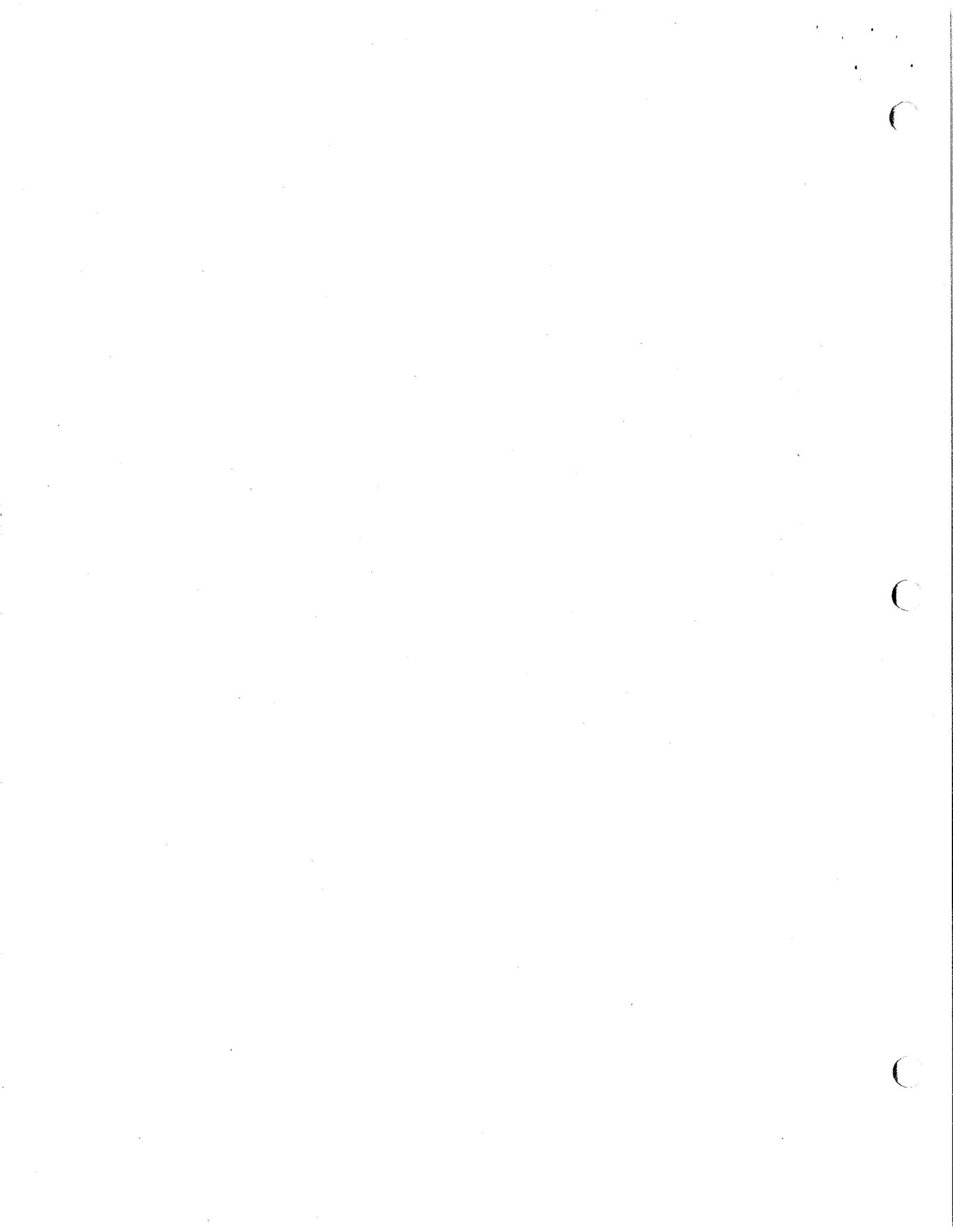
Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

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

Sales

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



Administrative Support

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

Services

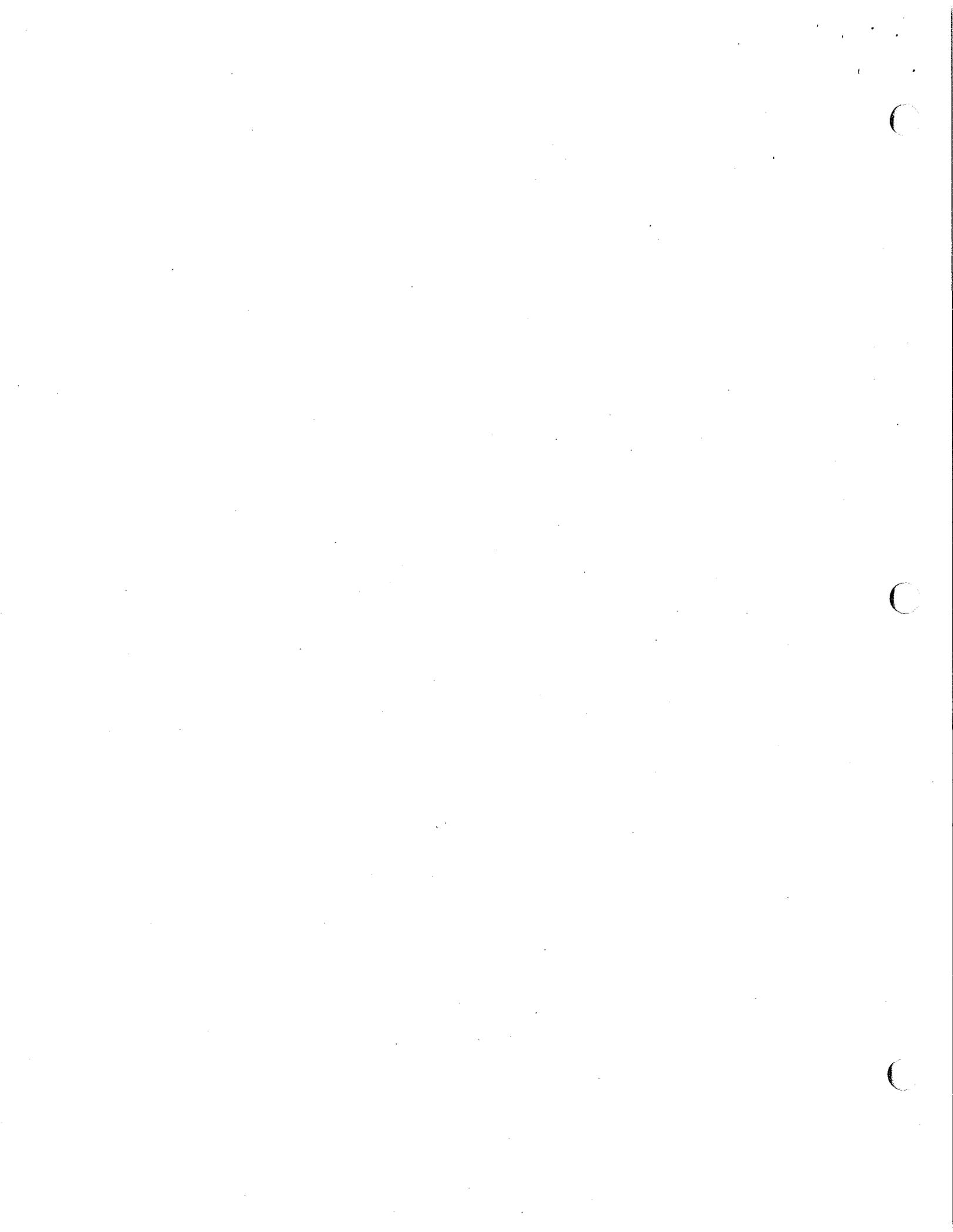
Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers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

Crafts

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

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators



Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

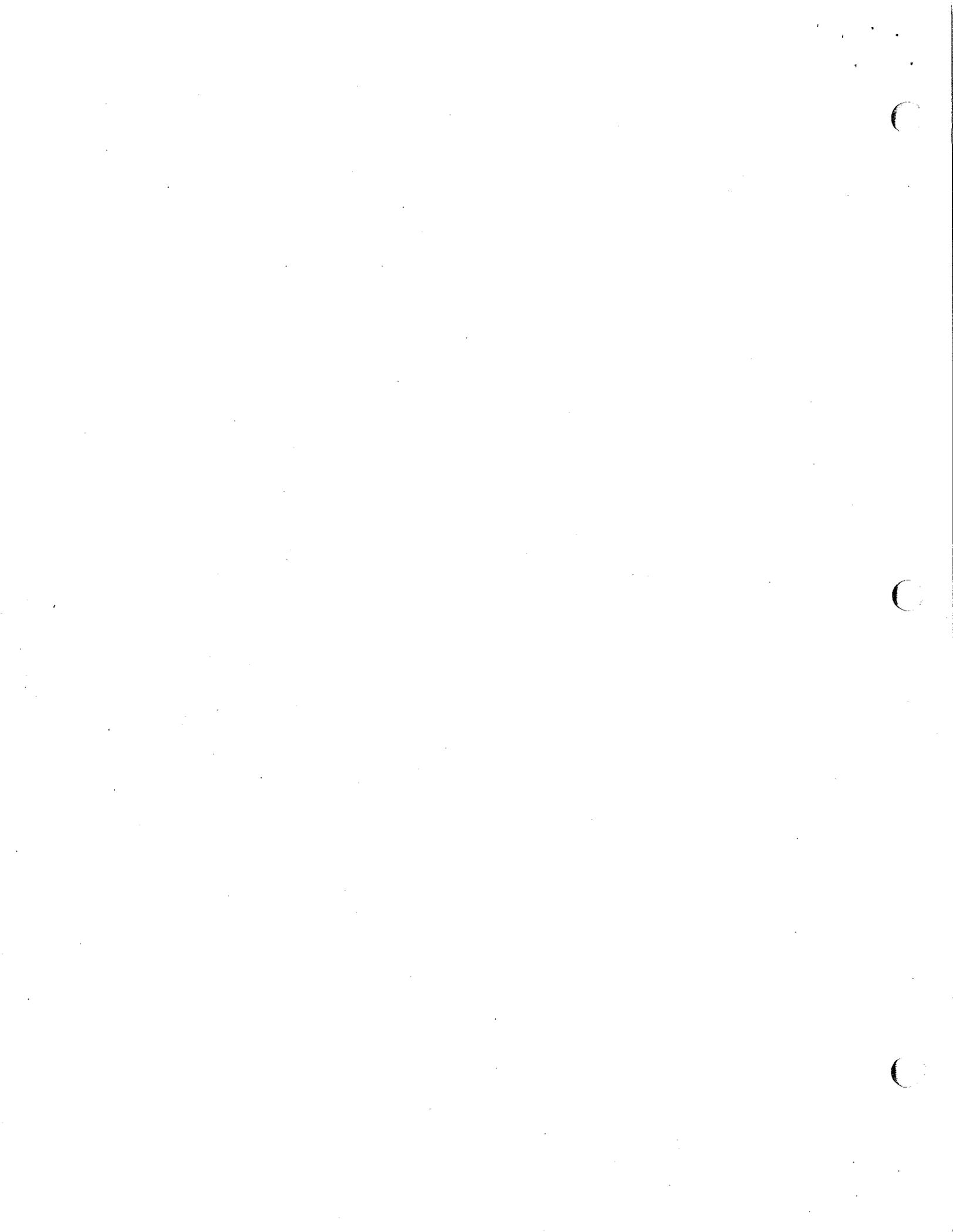
Transportation

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

Laborers

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





City of San Diego

As-Needed Construction Management Services (H084402)

ATTACHMENT BB

Regarding Subconsultants Participation:

1. **Subconsultant's List shall include name and complete address of all Subconsultants who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.**
2. **Proposer shall also submit subconsultant commitment letters on subconsultant's letterhead, no more than one page each, from subconsultants listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.**
3. **Subconsultants shall be used for scope of work listed. No changes to this Subconsultants List will be allowed without prior written City approval.**

NAME AND ADDRESS SUBCONSULTANTS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	*MBE/WBE/ DBE/DVBE/ OBE	**WHERE CERTIFIED
T.Y. Lin International 5030 Camino de la Siesta, Suite 204 San Diego, CA 92108	Bridge Construction Management and Inspection	5%	\$350,000	N/A	
Richard Brady & Associates, Inc. 3710 Ruffin Road San Diego, CA 92123	Water/Wastewater Construction Inspection Instrumentation and Controls	30%	\$2,100,000	DBE	CALTRANS CA UCP
Infrastructure Engineering Corp 717 Pier View Avenue Oceanside, CA 92054	Construction Management and Inspection	10%	\$700,000	SBE	DGS
MTGL, Inc. 7313 Carroll Road, Suite G San Diego, CA 92121	Materials Testing	3%	\$210,000	DBE/MBE/ WBE/SBE	CALTRANS CA UCP
Ninyo & Moore 5710 Ruffin Road San Diego, CA 92123	Materials Testing	3%	\$210,000	MBE	City of LA County of LA
EPC Consultants, Inc. 101 West Broadway, Suite 450 San Diego, CA 92101	Scheduling	3%	\$210,000	SBE	DGS MWD of So Cal
Hunter Pacific Group 363 Fifth Avenue, Suite 200 San Diego, CA 92101	Cost Estimating	2%	\$140,000	DBE/WBE	CALTRANS CA UCP/ US SBA
Rick Engineering Company 5620 Friars Road San Diego, CA 92110	Surveying	3%	\$210,000	N/A	

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

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

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

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



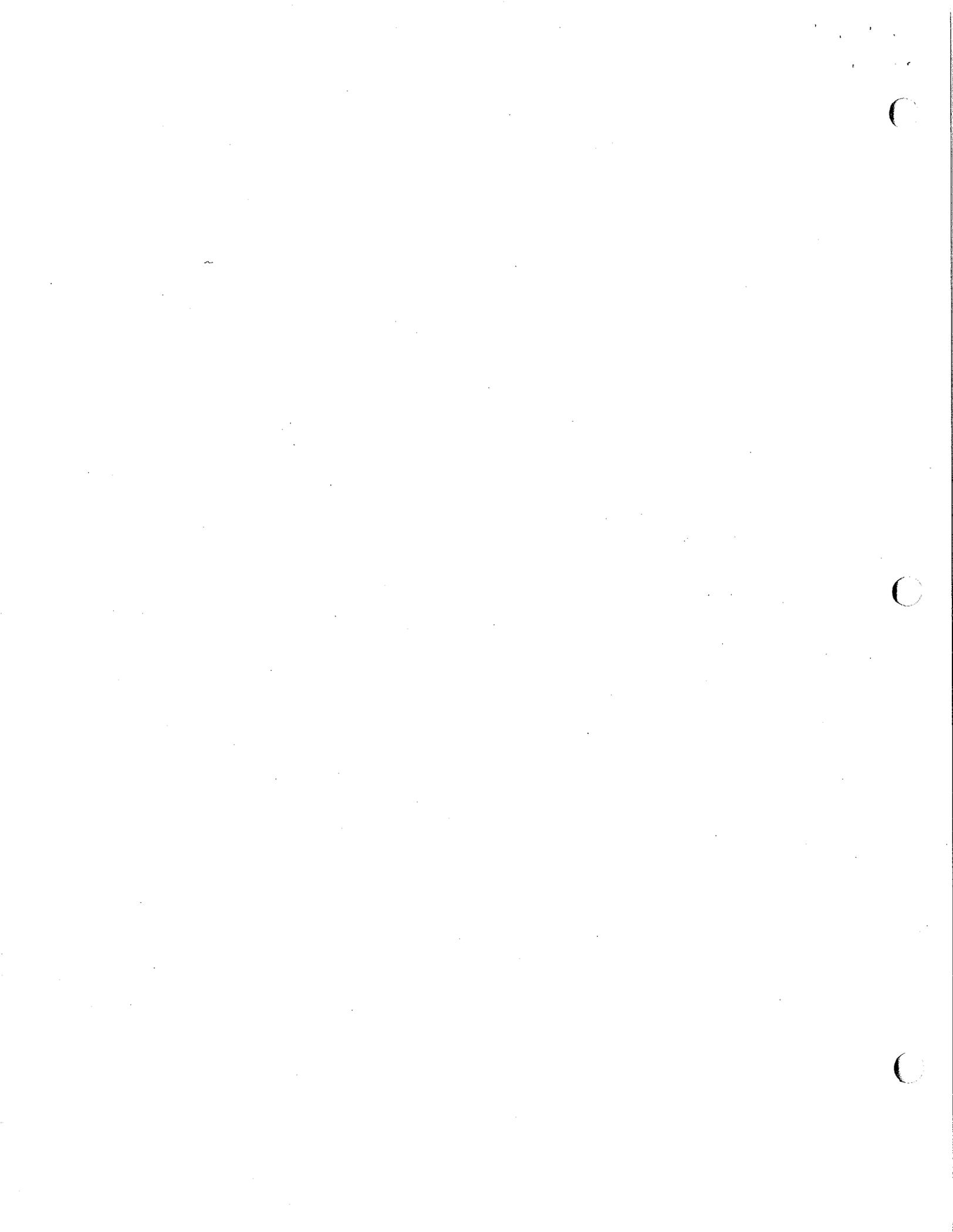


EXHIBIT E

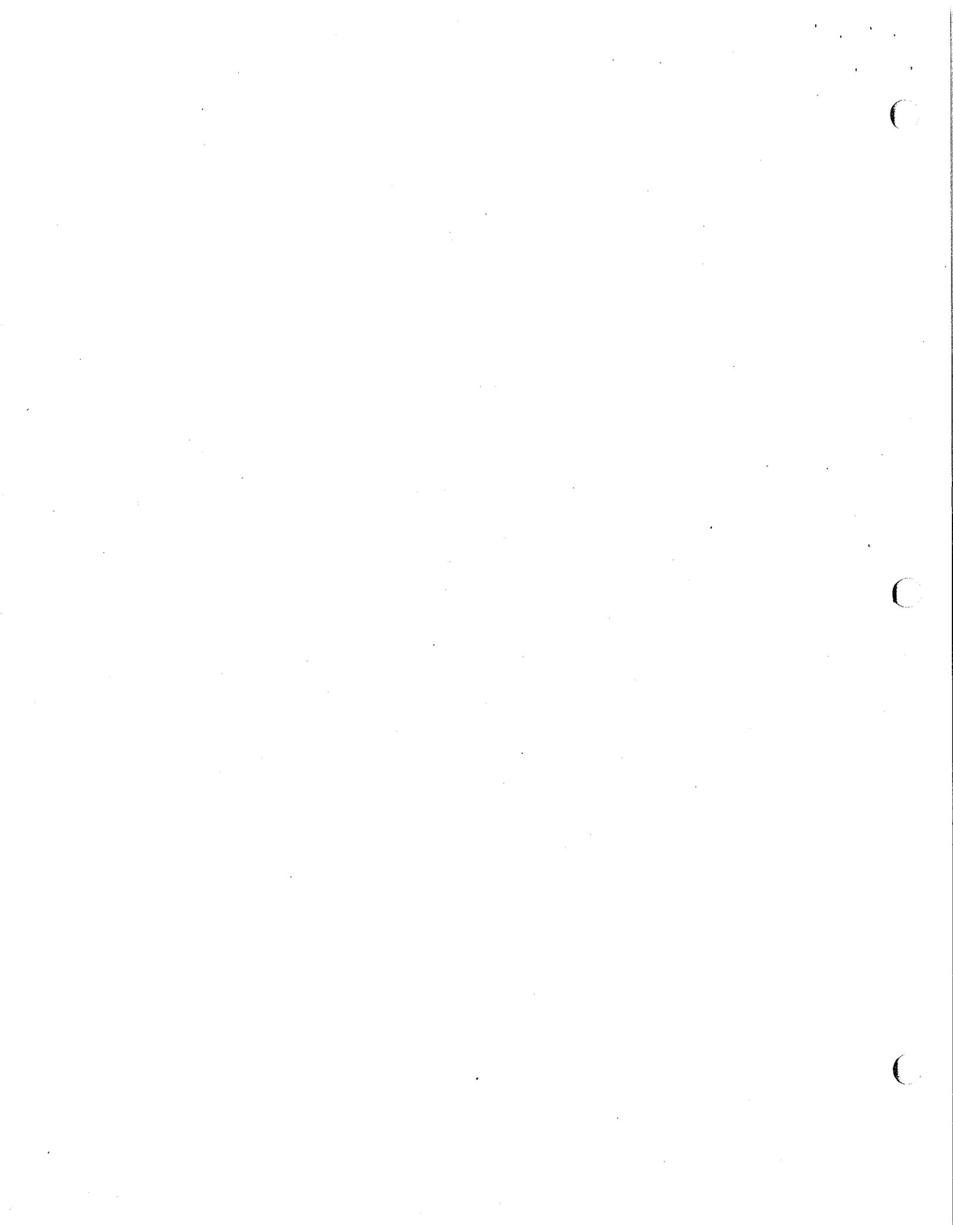
CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

**PROJECT TITLE: AS-NEEDED CONSTRUCTION MANAGEMENT SERVICES CONTRACT
H084402**

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:
HARRIS & ASSOCIATES

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

Signed 
Printed Name: Javier Saunders
Title: Regional Manager
Date: FEB. 17, 2009



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 Engineering and Capital Projects
Department/Field Division

2. Name of Specific Consultant & Company: Harris & Associates

3. Address, City, State, ZIP: 750 B Street, Suite 1800
San Diego, CA 92101

4. Project Title (as shown on 1472, "Request for Council Action"): As-Needed Construction Management Services Contract
H084402

5. Consultant Duties for Project: Harris & Associates will provide Construction Management and Inspection Services on an As-Needed basis to the City of San Diego Engineering and Capital Projects Department, Field Division. Duties may include overall direct communication with the City's contractor, Contract Administration, Constructability Review, Quality Control and Inspection, Monthly Payment Approval, Change Order and Claims Management, and Project Close-out. The facilities served under this contract are City Infrastructure including Water and Wastewater Facilities, Buildings Bridges, Public Improvements in the City Right-of-Way, and other City infrastructure.

6. Disclosure Determination [select applicable disclosure requirement]:

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

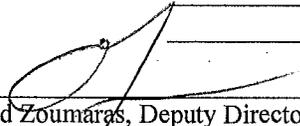
-or-

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.]
X

X Full: Disclosure is required pursuant to the broadest disclosure category in the appropriate Conflict of Interest Code, (category 2).

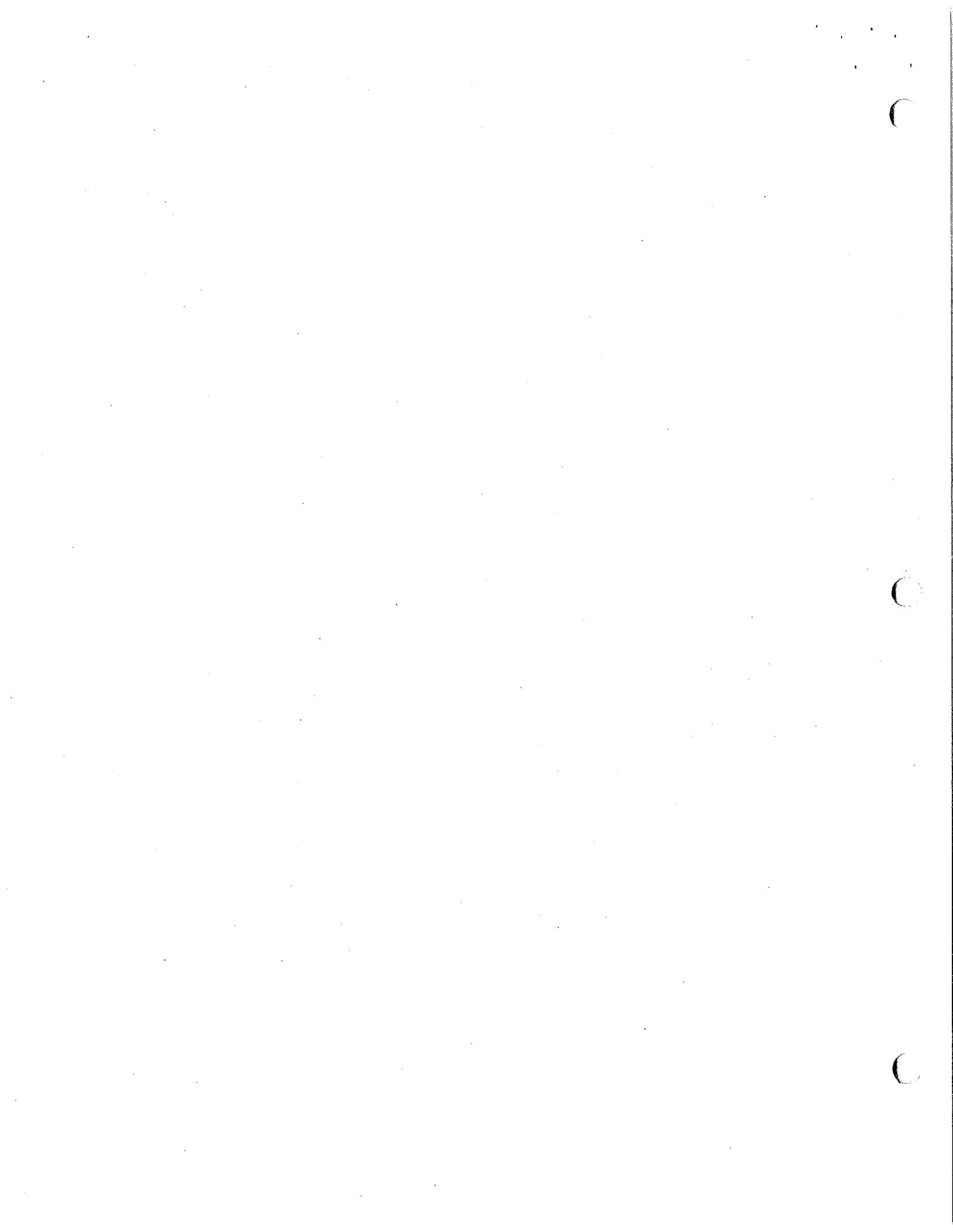
-or-

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

By: 
David Zoumaras, Deputy Director- Field Division*

3-9-09
[Date]

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



**CITY OF SAN DIEGO, 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.

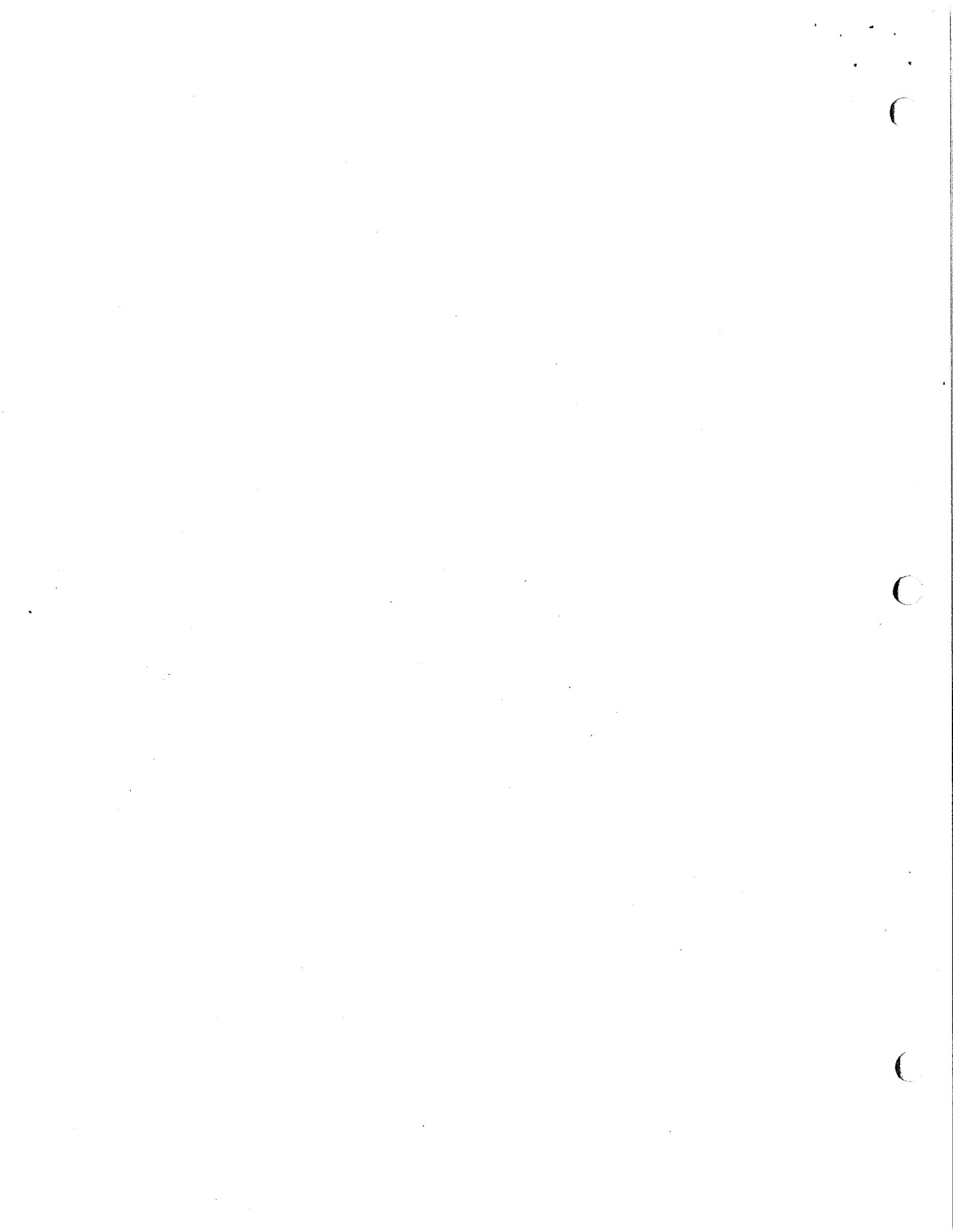
As a participant in the International Council for Local Environmental Initiatives (ICLEI) Cities for Climate Protection Program, as a Charter member in the California Climate Action Registry and as an active member of the U.S. Green Building Council, the City of San Diego is committed to reducing greenhouse 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):

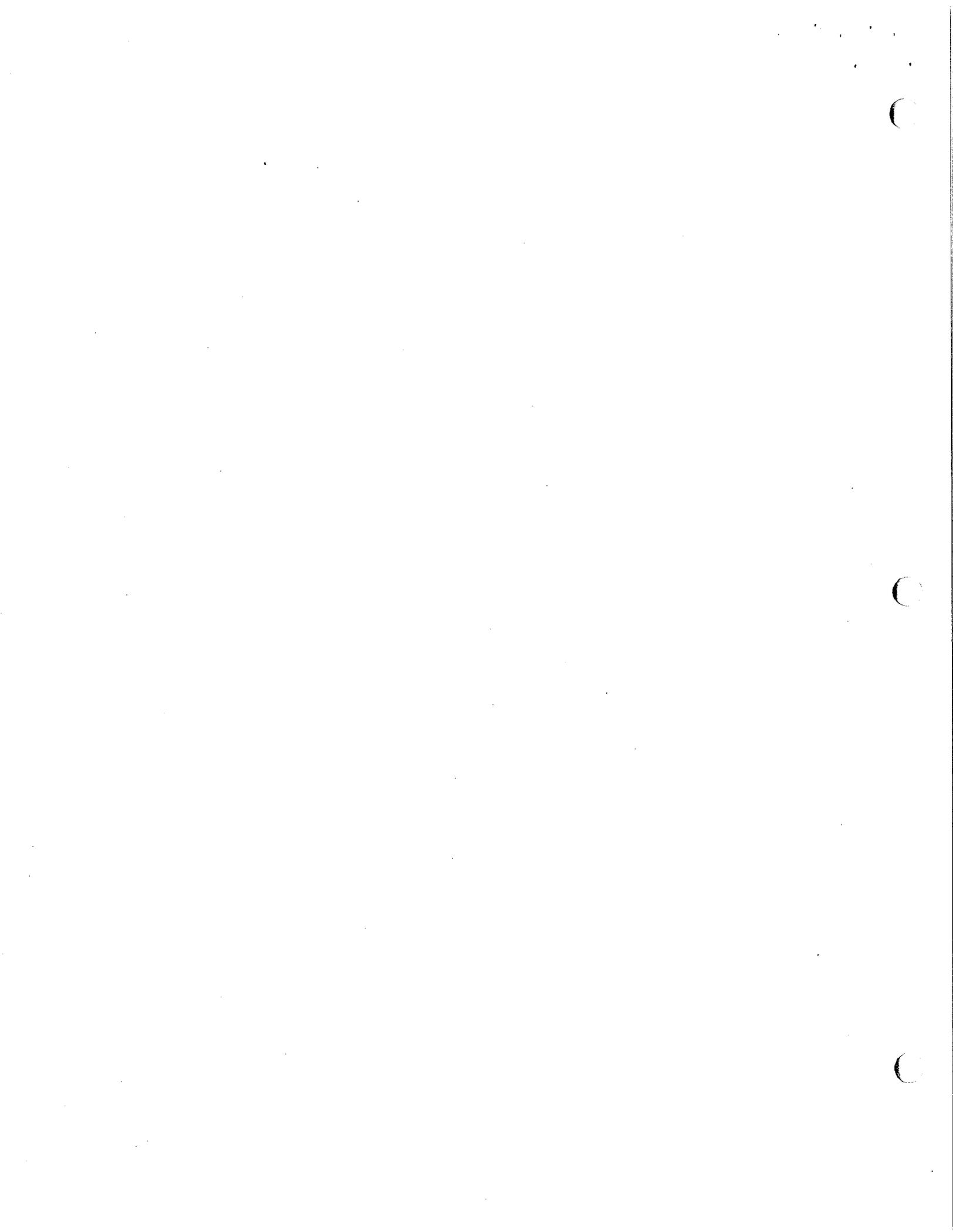
The LEED (Leadership in Energy and Environmental Design) Green Building Rating System is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings. Members of the U.S. Green Building Council representing all segments of the building industry developed LEED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

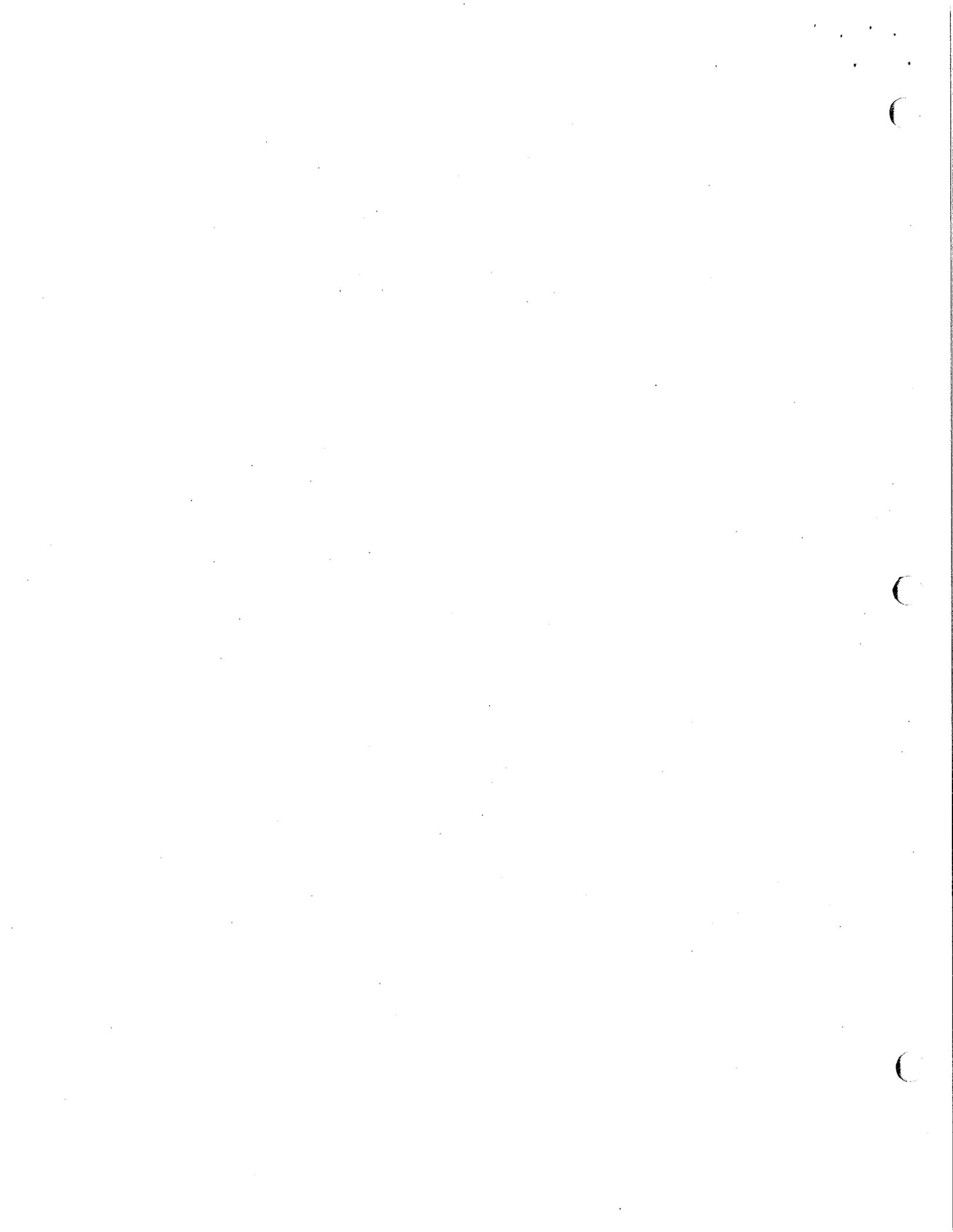


Comply with the storm water development requirements in the Storm Water Management and Discharge Control Ordinance (Municipal Code § 43.03), and the City's grading and drainage regulations and implementing documents (MC § 142.01 and 142.02, respectively).

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.



RIVATE-SECTOR/INCENTIVES:

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

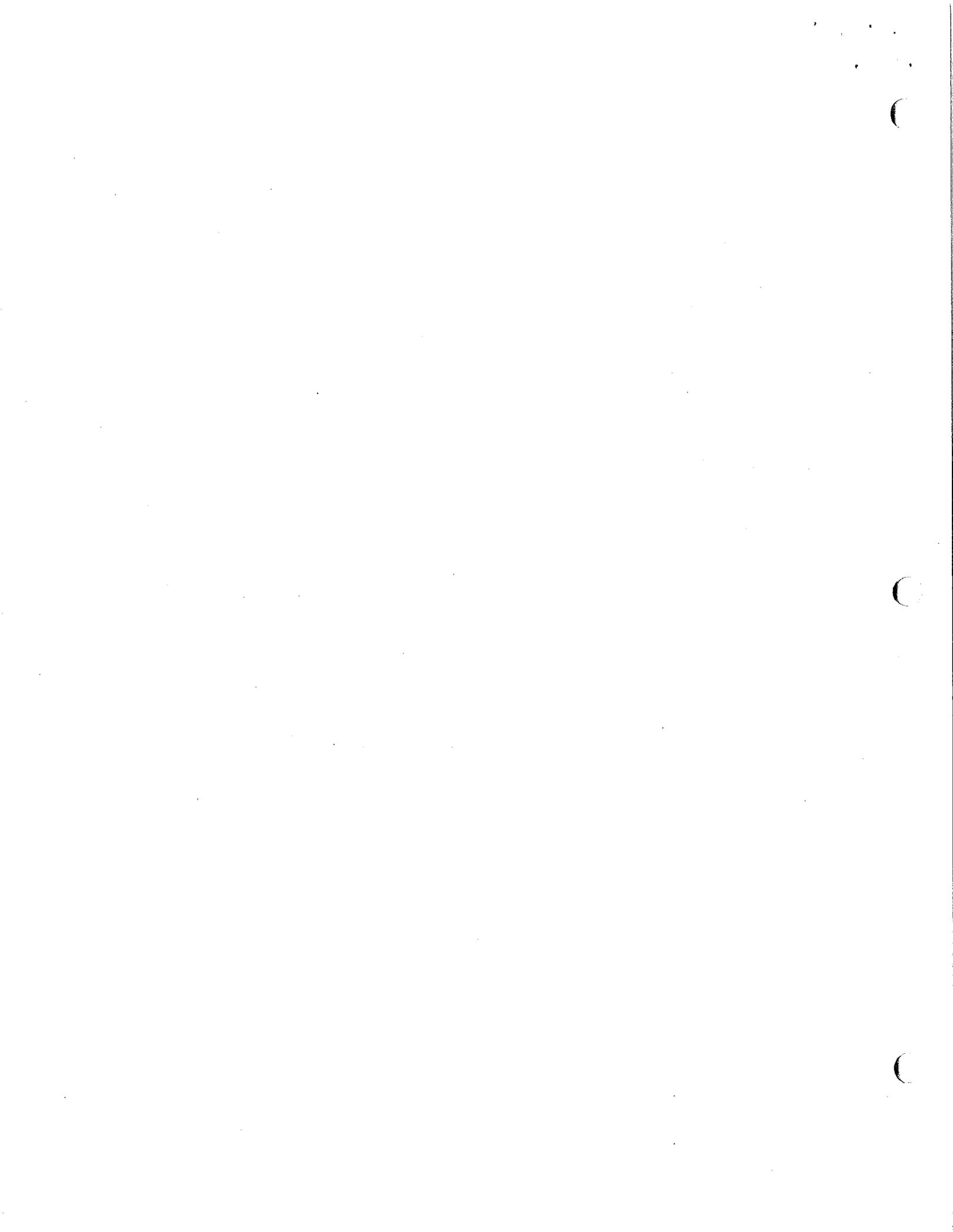
1. Residential projects that provide 50% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
2. Commercial and industrial projects that provide 30% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, 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:

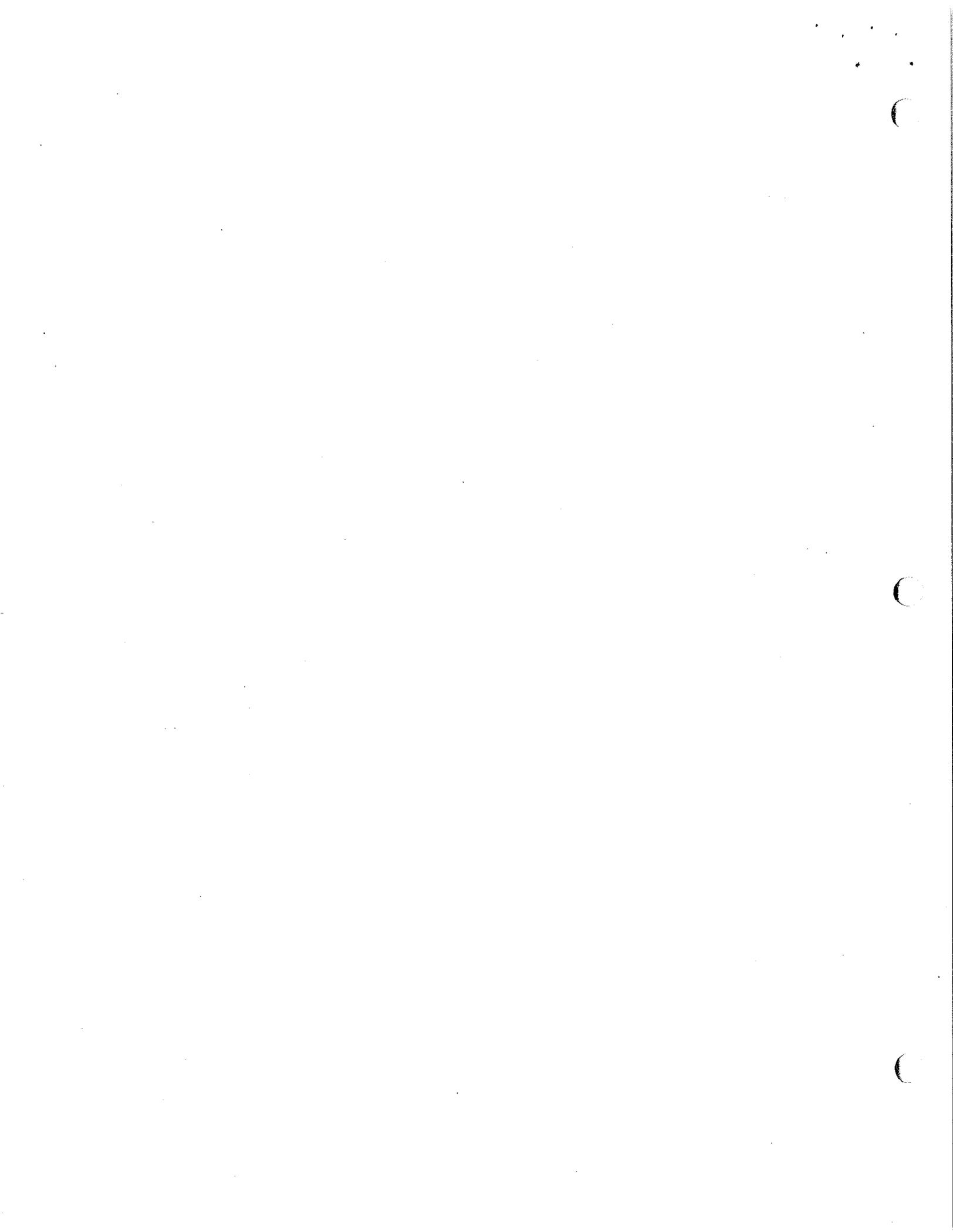
The City will support State and Federal legislation that promotes or allows sustainable development, conservation of natural resources, and energy efficiency technology.

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



City of San Diego Consultant Performance Evaluation

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

Section I

1. PROJECT DATA	2. CONSULTANT DATA
1a. Project (title, location and CIP No.):	2a. Name and address of Consultant:
1b. Brief Description:	2b. Consultant's Project Manager:
1c. Budgeted Cost:	Phone () _____

3. CITY DEPARTMENT RESPONSIBLE

3a. Department (include division):	3b. Project Manager (address & phone):
------------------------------------	--

4. CONTRACT DATA (DESIGN AND CONSTRUCTION)

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 _____

5. Construction

5a. Contractor _____ Phone () _____
(name and address)

5b. Superintendent _____

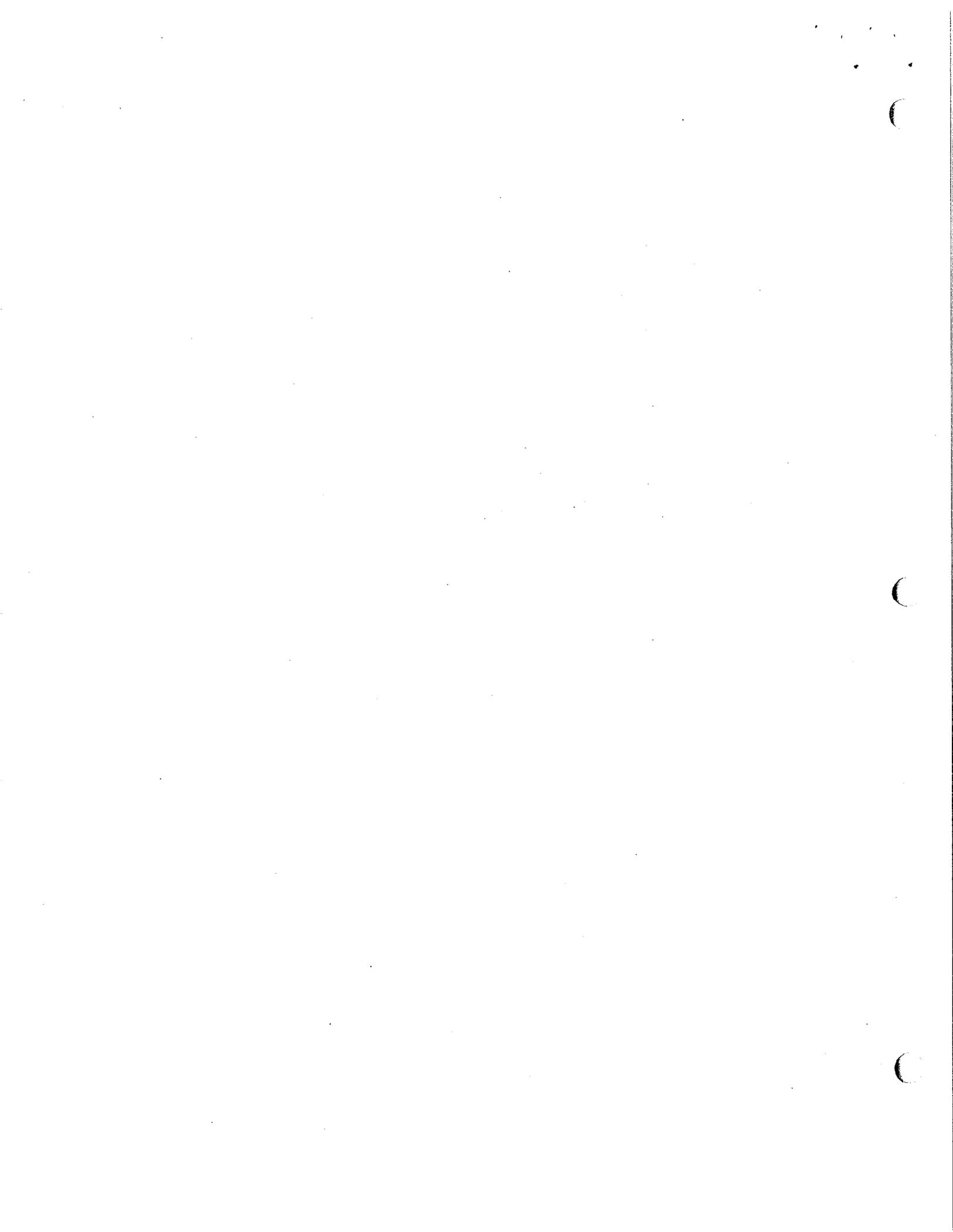
5c. Notice to Proceed _____ (date)	5f. Change Orders:
5d. Working days _____ (number)	Errors/Omissions _____ % of const. cost \$ _____
5e. Actual Working days _____ (number)	Unforeseen Conditions _____ % of const. cost \$ _____
	Changed Scope _____ % of const. cost \$ _____
	Changes Quantities _____ % of const. cost \$ _____
	Total Construction Cost \$ _____

6. OVERALL RATING (Please ensure Section II is completed)

	Excellent	Satisfactory	Poor
6a. Plans/specification accuracy.....	_____	_____	_____
Consistency with budget.....	_____	_____	_____
Responsiveness to City Staff.....	_____	_____	_____
6b. Overall Rating _____			

7. AUTHORIZING SIGNATURES

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				

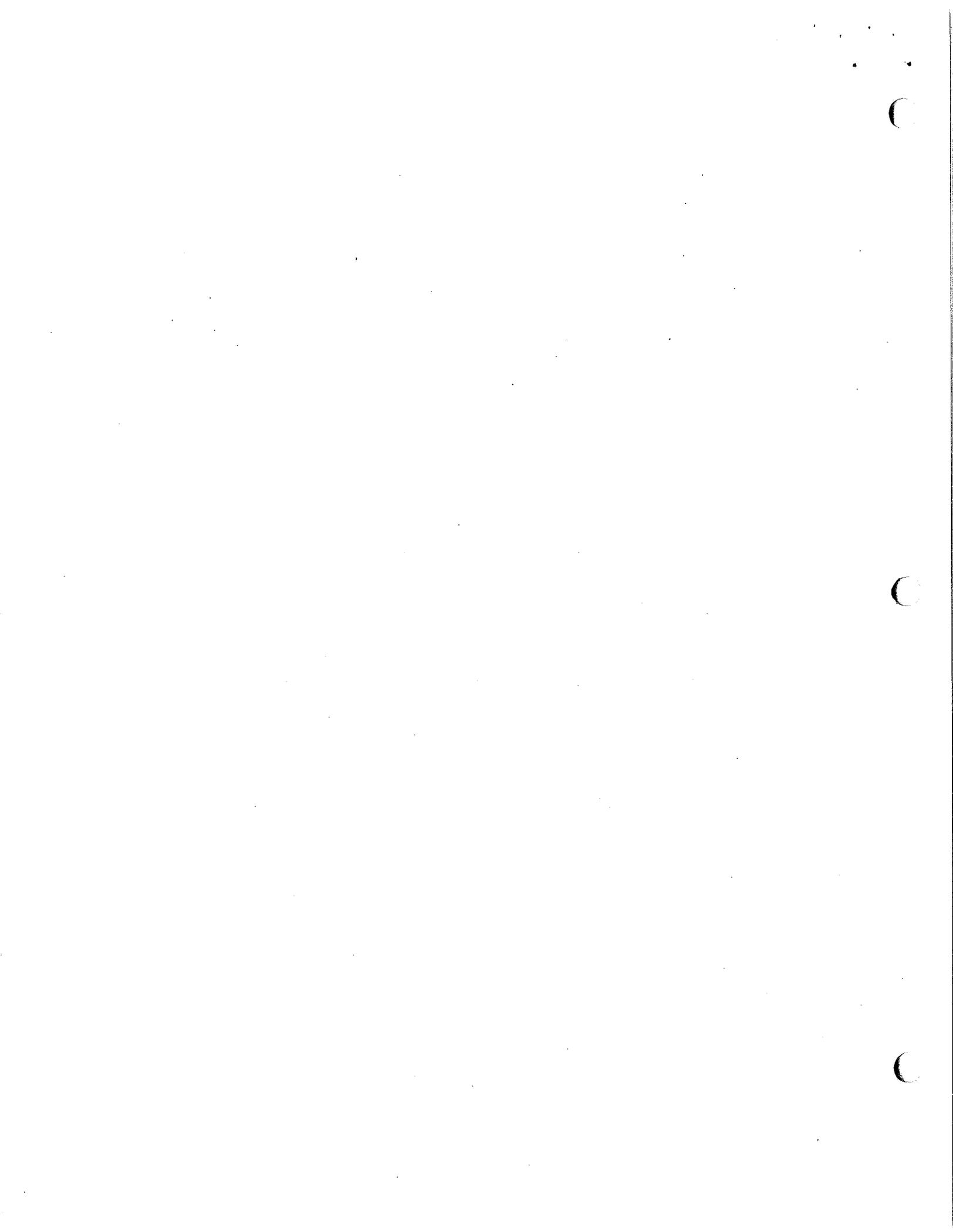
Section III

SUPPLEMENTAL INFORMATION

Please ensure to attach additional documentation as-needed.

Item _____ : _____

(*Supporting documentation attached yes _____ no _____)





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

Vendor ID:

(To be provided by City)

Firm Information

Firm Name:

Firm Address:

City: State: Zip:

Phone: Fax:

Taxpayer ID: Business License:

Website:

Contact Information

Name:

Title:

Email:

Phone: Cell:

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

Check here if same from above

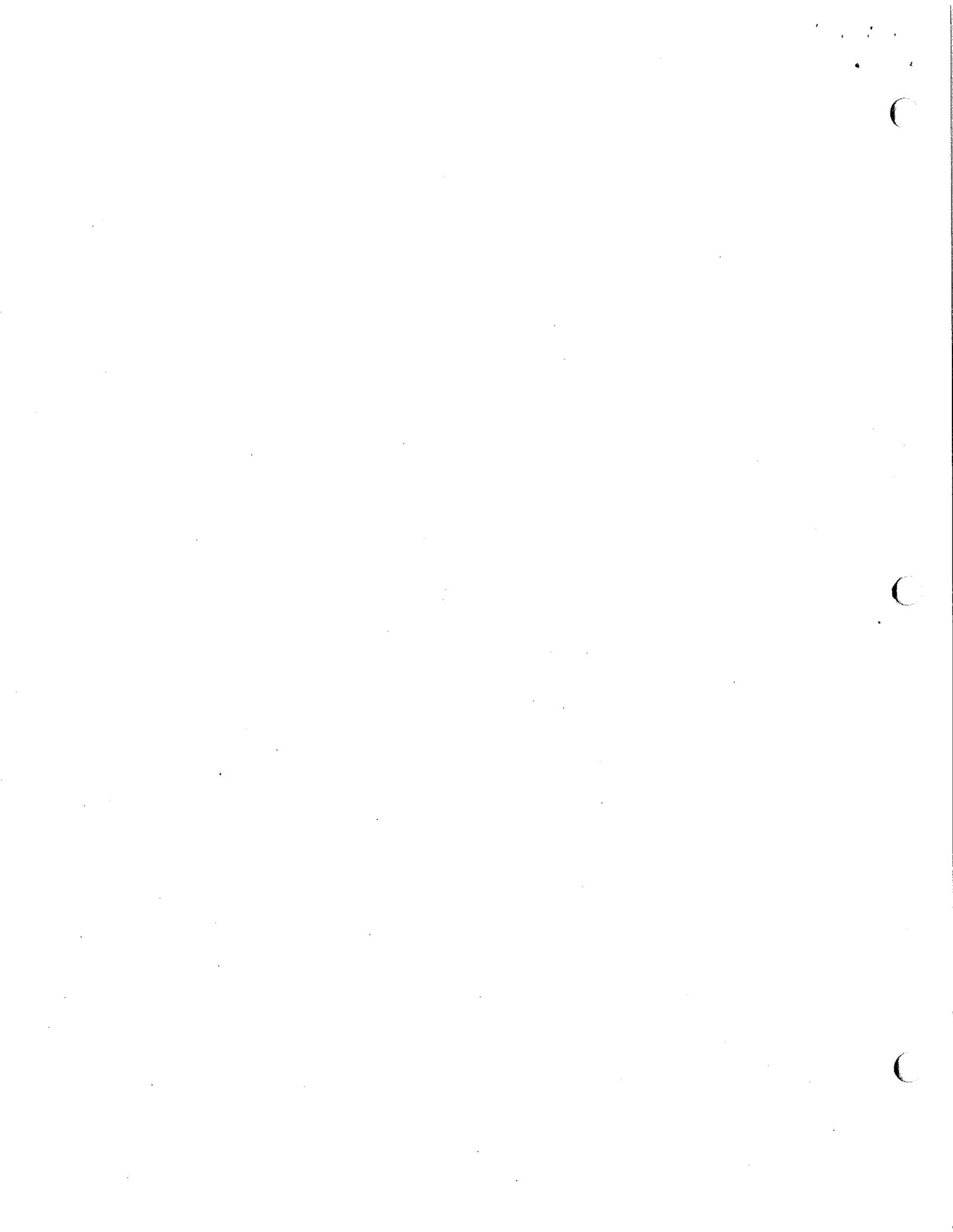
Mailing Address:

City: State: Zip:

Construction Licenses (If applicable)

License Number:	<input type="text" value="826721"/>	License Type:	<input type="text" value="A, B, HIC"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>

Form continues on reverse side



Product/Services Description:

Product/Services Information:

NAICS Codes:

*

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

Ownership Classification

Classification:

*

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

Check here if Certified by Agency:

Certification #:

Agency:

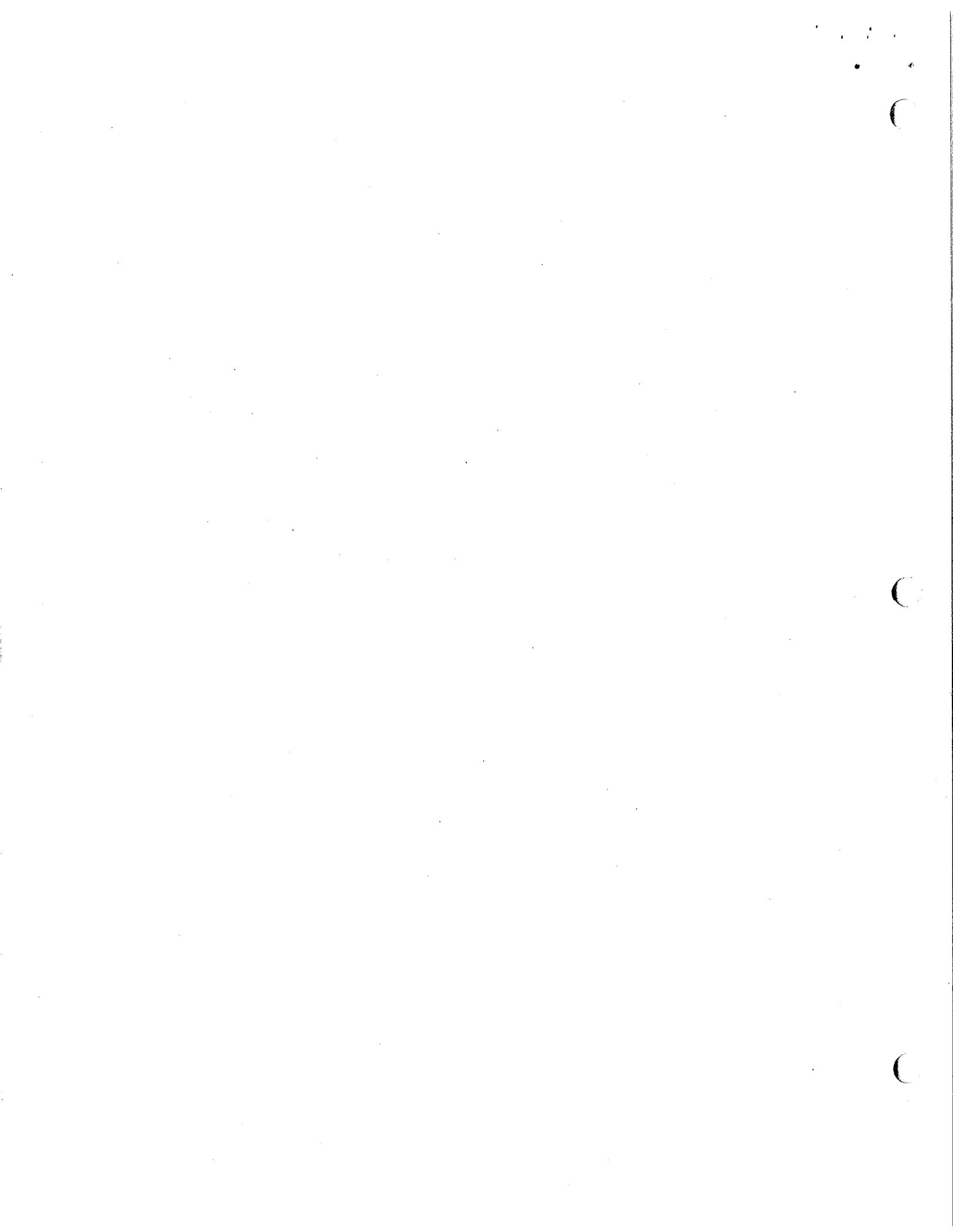
Certification #:

Agency:

Ownership Classification Codes:

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

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



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:

As- Needed Construction Management Services

B. BIDDER/CONTRACTOR INFORMATION:

Harris & Associates, Inc.

Legal Name	San Diego	DBA	
750 B Street, Suite 1800		CA	92101
Street Address	City	State	Zip
Mr. E. Javier Saunders, Regional Manager	619.236.1778	619.236.1179	
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

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

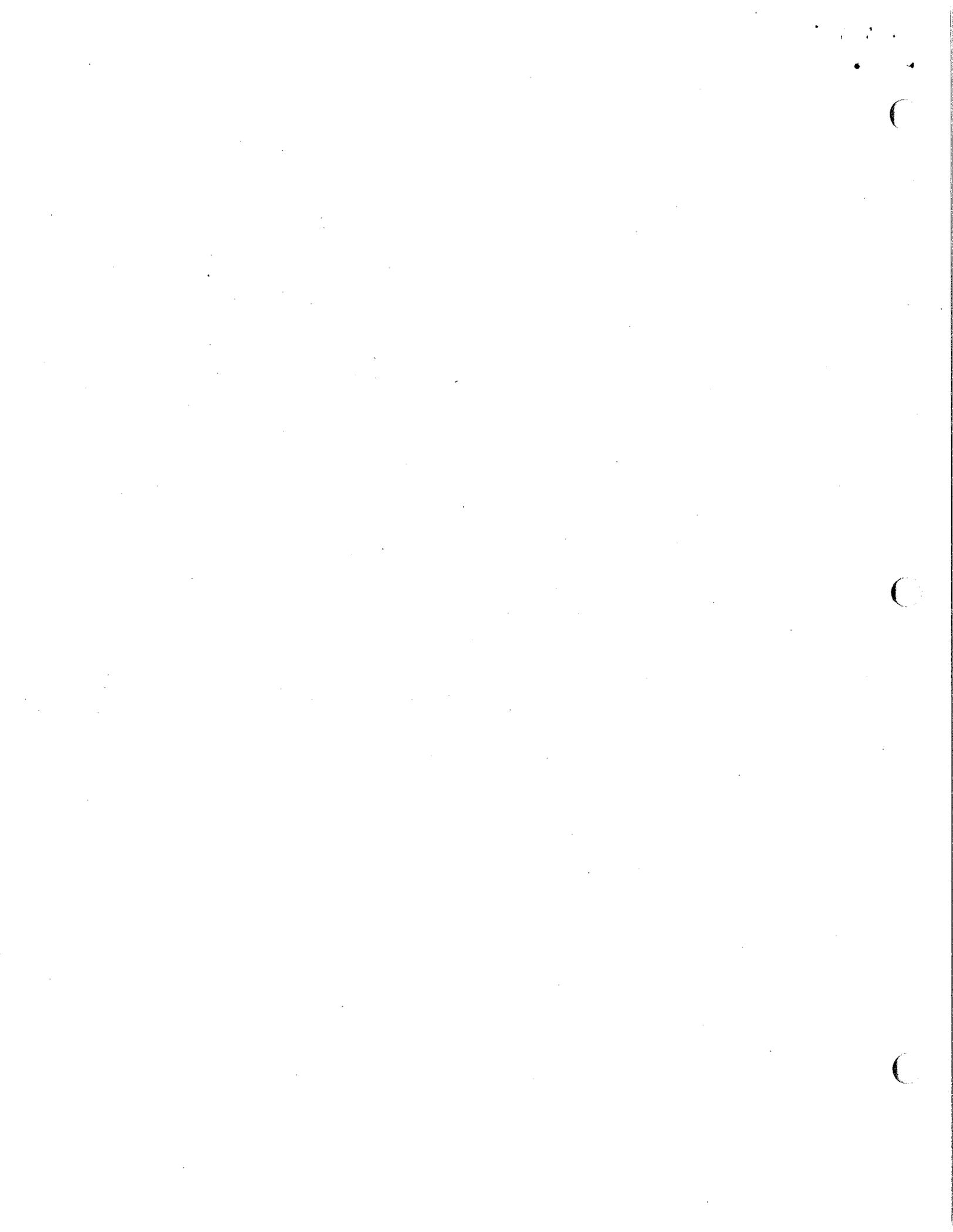
Yes No

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: 2 / 3 / 1977 State of incorporation: California

List corporation's current officers: President: Guy Brickson
Vice Pres: Neil McCosker, Vern Phillips, James Parmley
Secretary: Vern Phillips
Treasurer: Marian Ross

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:

N/A

Limited Liability Company Date formed: / / State of formation:

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

N/A

Partnership Date formed: / / State of formation:

List names of all firm partners:

N/A

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:

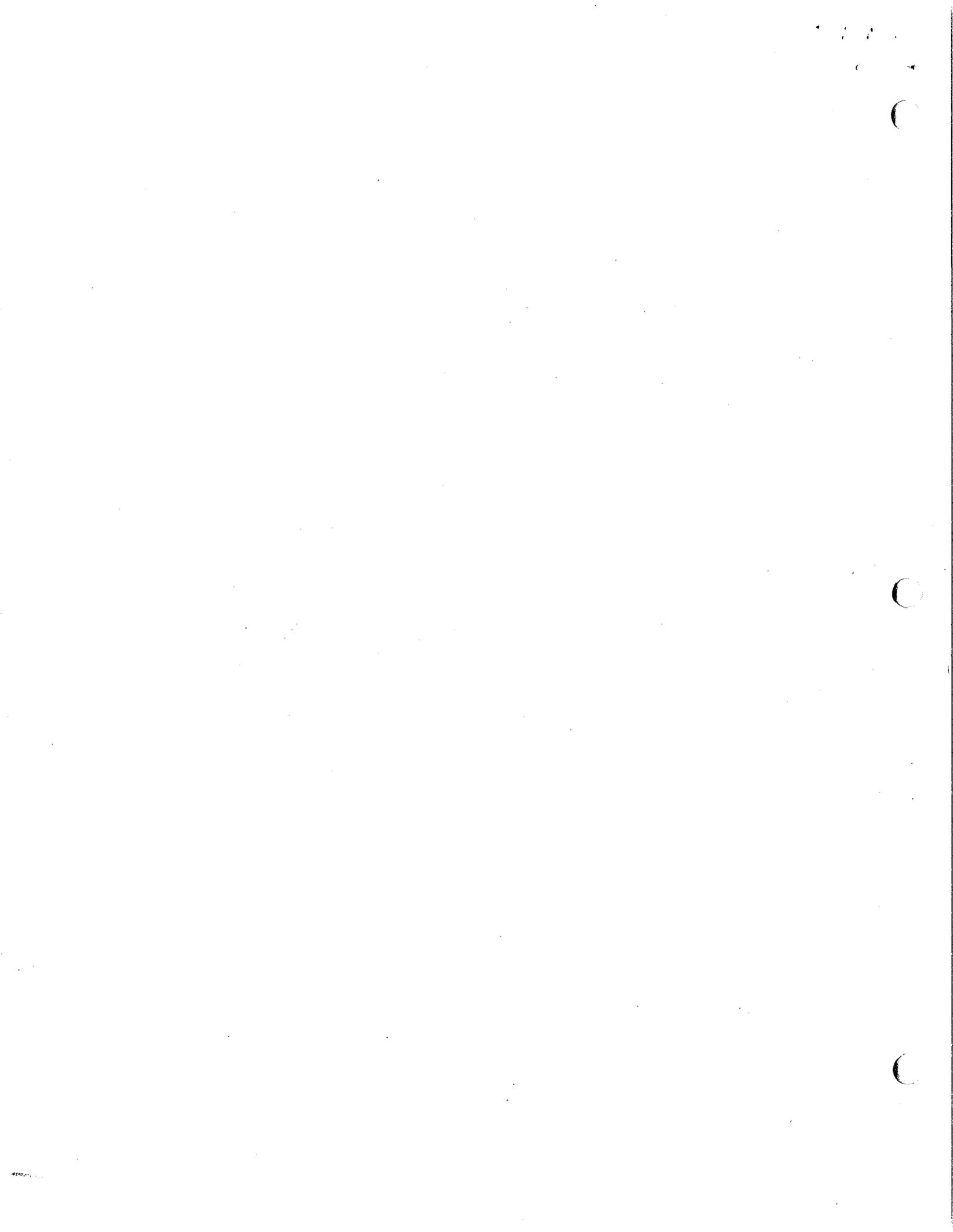
N/A

Joint Venture Date formed: / /

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

N/A

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 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.

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

E. Javier Saunders, Regional Manager
Print Name, Title


Signature

February 24, 2009
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.

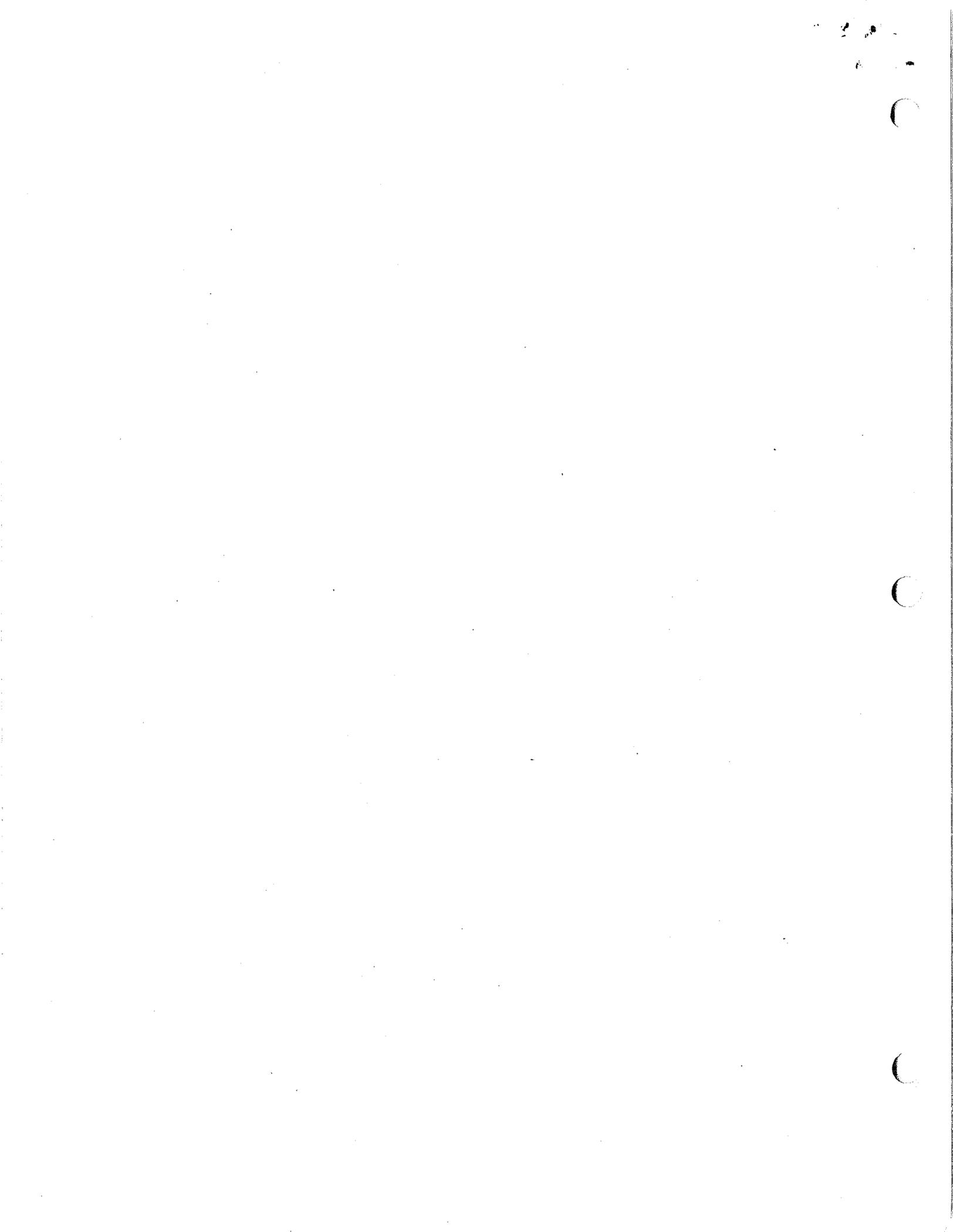
N/A

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.

E. Javier Saunders, Regional Manager
Print Name, Title


Signature

February 24, 2009
Date



RESOLUTION NUMBER R-305339

DATE OF FINAL PASSAGE OCT 27 2009

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING
AN AGREEMENT WITH HARRIS & ASSOCIATES FOR
AS-NEEDED CONSTRUCTION MANAGEMENT SERVICES;
AND AUTHORIZING RELATED EXPENDITURES.

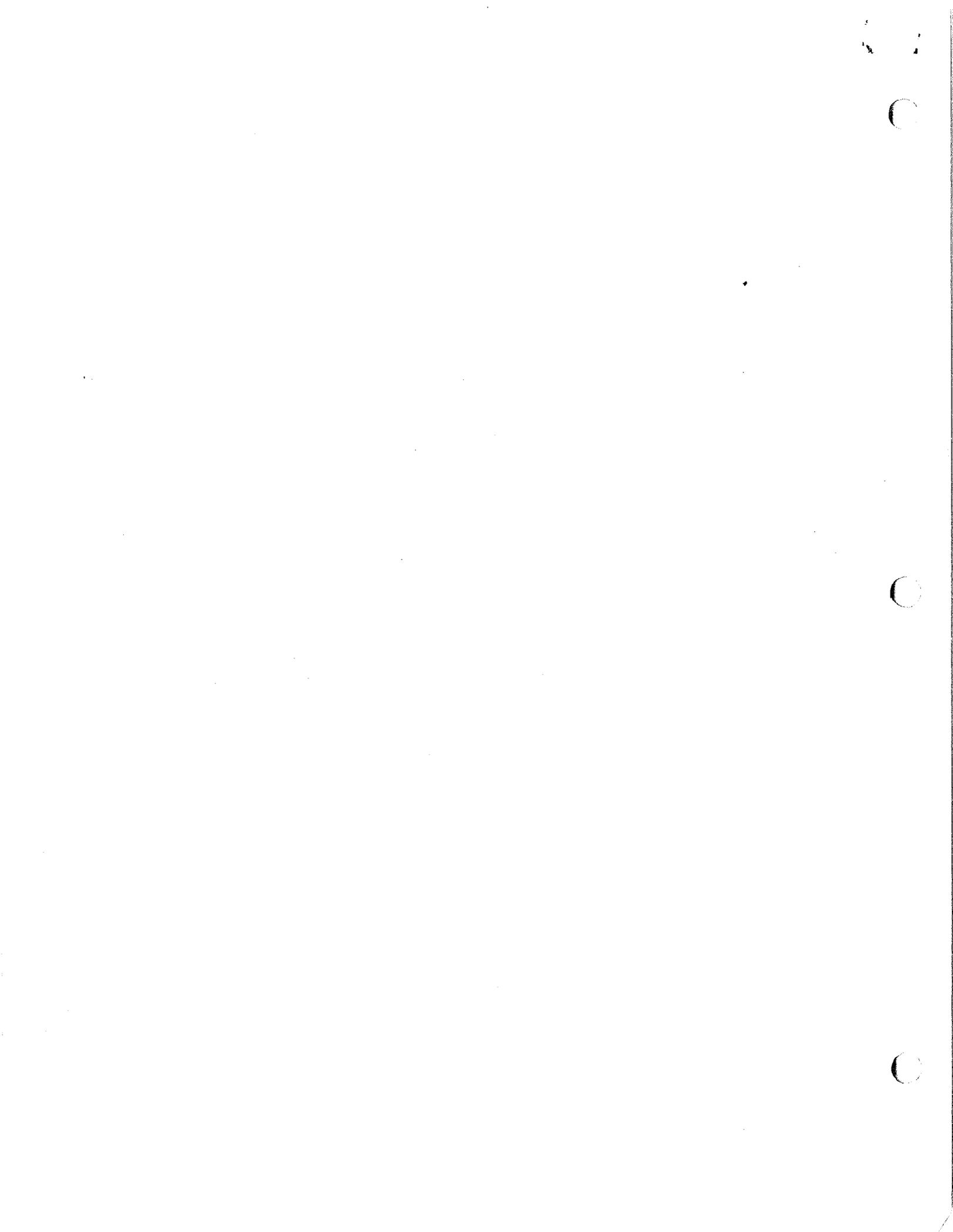
WHEREAS, the Engineering & Capital Projects Department is in need of professional construction management services on an as-needed basis; and

WHEREAS, Harris & Associates was selected to provide these services as the best qualified of seven firms responding to the City's Request for Proposals; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor or his designee is authorized to execute, for and on behalf of the City, an agreement with Harris & Associates for as-needed professional construction management services to the Engineering & Capital Projects Department under the terms and conditions set forth in the agreement on file with the City Clerk as Document No. RR-305339, except that the initial term shall not exceed three years or \$2,500,000 and the remaining two years and \$4,500,000 is subject to future City Council approval.

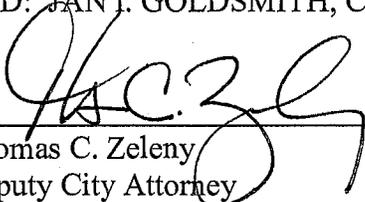
BE IT FURTHER RESOLVED, that prior to the award of each task order under the Agreement, the City Comptroller must first provide one or more certificates demonstrating that the necessary funds are, or will be, on deposit in the City treasury.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$1,000 from Water Fund No. 41500, CIP. 73-083.0, Annual Allocation – Water Main Replacements



(Super Group 3011 – Water Group 807), is authorized, solely and exclusively to provide funds for the minimum guaranteed task order under the above Agreement.

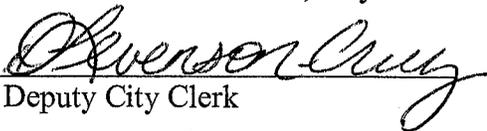
APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Thomas C. Zeleny
Deputy City Attorney

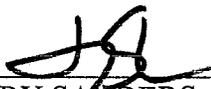
TCZ:mb
07/27/09
10/21/09 Revised
Aud.Cert:2900709
Or.Dept:Eng&CP
R-2010-77

I hereby certify that the foregoing Resolution was passed by the Council of the City of Diego, at its meeting of OCT 20 2009.

ELIZABETH S. MALAND, City Clerk

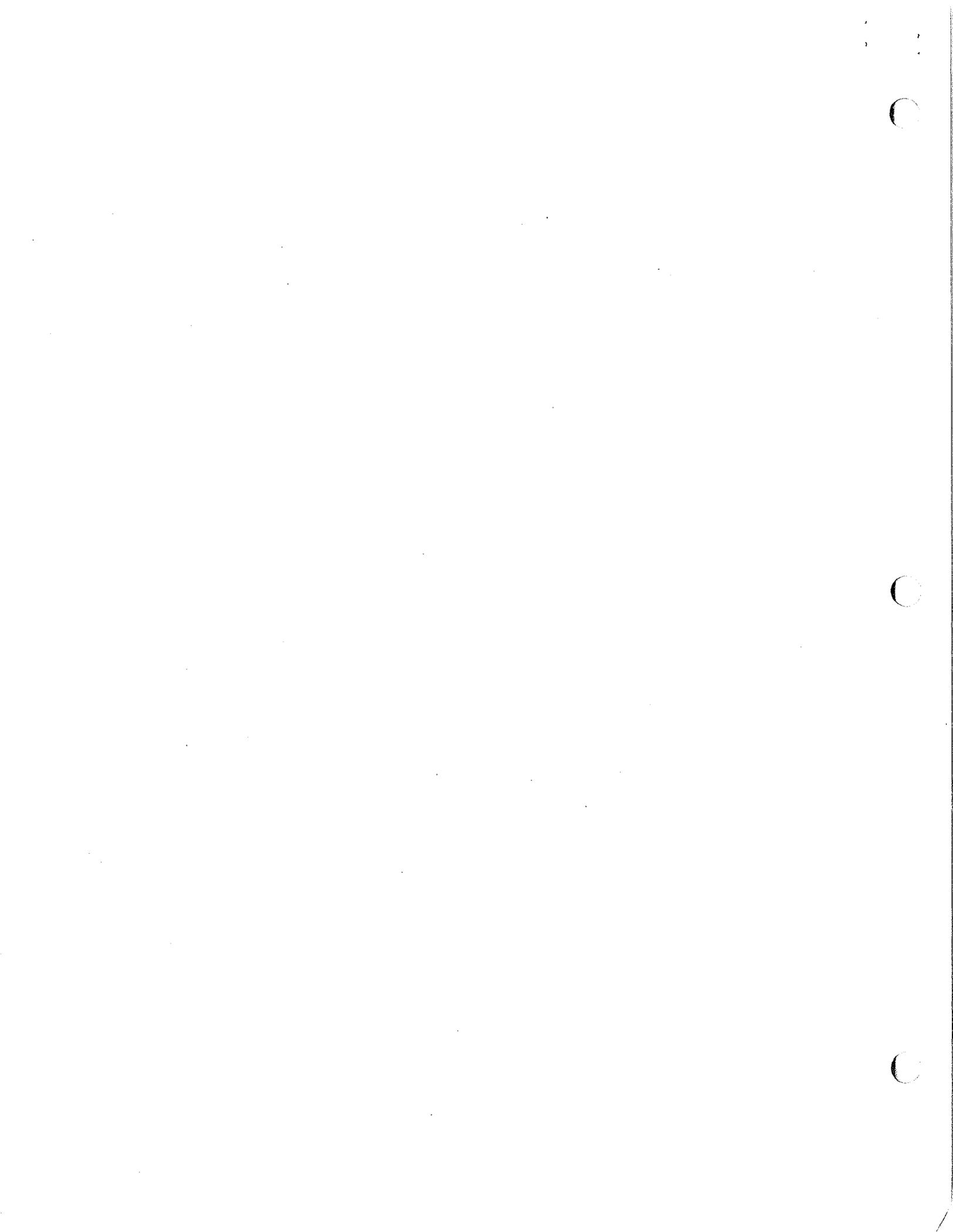
By 
Deputy City Clerk

Approved: 10.27.09
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor



**The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER**

CERTIFICATE OF UNALLOTTED BALANCE

AC 2900709
ORIGINATING DEPT. NO.: 760

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

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

AUDITOR AND COMPTROLLER'S DEPARTMENT

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

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

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

Not to Exceed: \$1,000.00

Vendor: Harris and Associates

Purpose: Authorizing an expenditure of funds for As-Needed Agreement for Professional Construction Management Services for Engineering & Capital Projects Department for a contract duration of five years

Date: April 1, 2009 By: *Yashu Bejwani*

AUDITOR AND COMPTROLLER'S DEPARTMENT

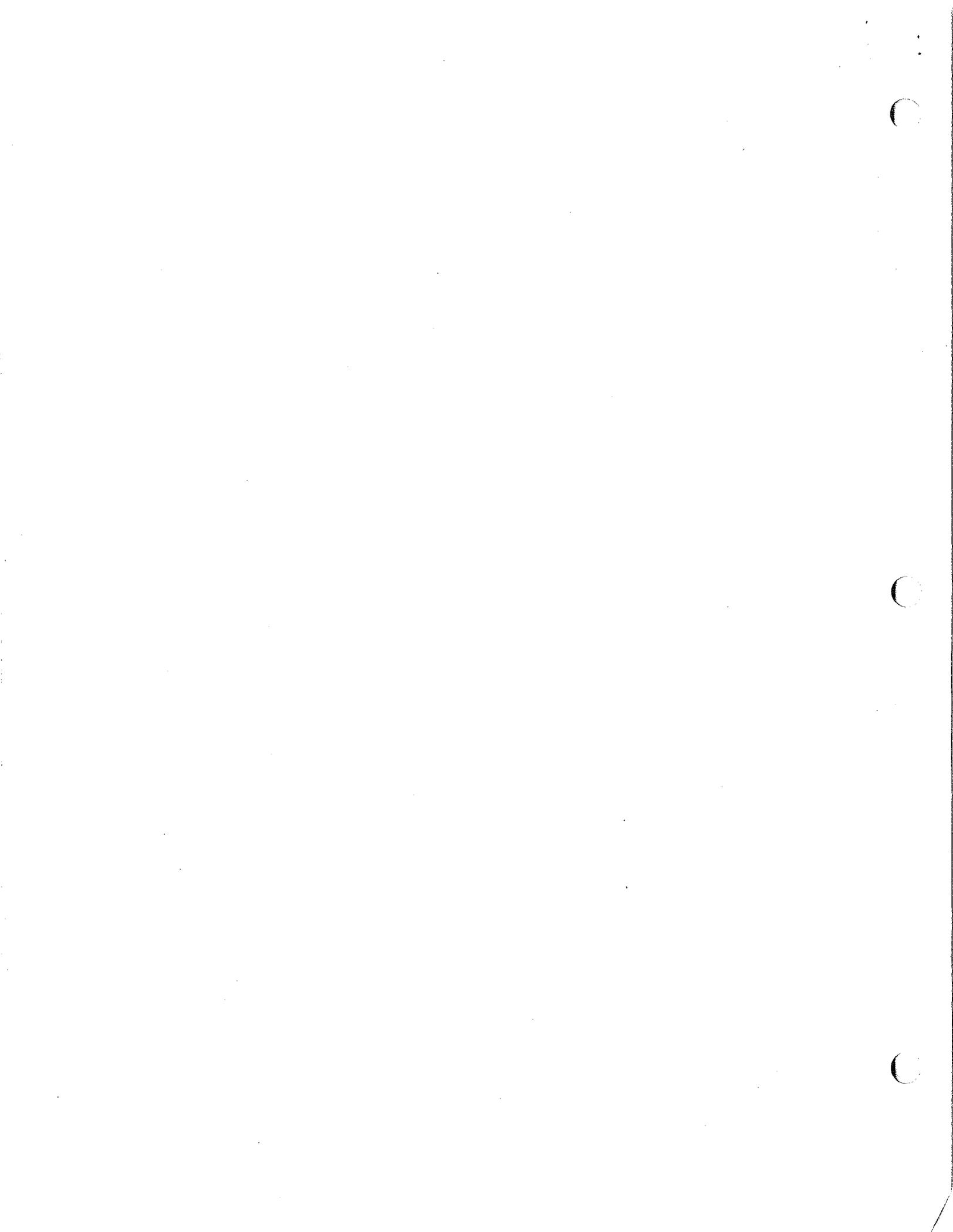
ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0	41500	760	391050	4159	188166				\$1,000.00
TOTAL AMOUNT										\$1,000.00

FUND OVERRIDE

AC 2900709

OCT 20 2009

e-305339



Passed by the Council of The City of San Diego on October 20, 2009 by the following vote:

YEAS: **LIGHTNER, FAULCONER, GLORIA, YOUNG, DEMAIO, FRYE, EMERALD, HUESO.**

NAYS: **NONE.**

NOT PRESENT: **NONE.**

VACANT: **NONE.**

RECUSED: **NONE.**

AUTHENTICATED BY:

JERRY SANDERS

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: Mary Zumaya, Deputy

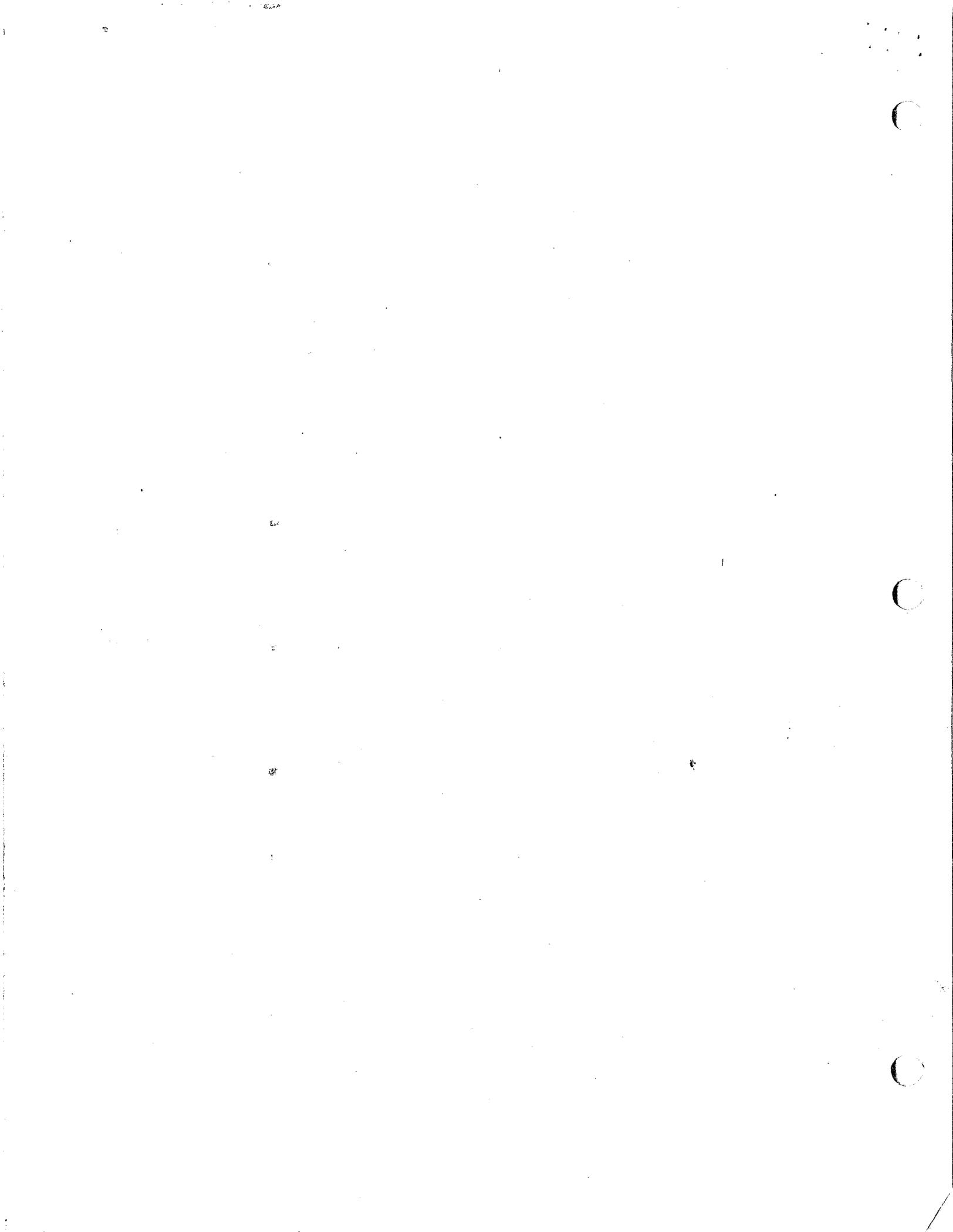
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. **R-305339** approved by the Council of the City of San Diego, California, and authenticated by the Mayor on October 27, 2009.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By: *Mary Zumaya*, Deputy



DUPLICATE ORIGINAL

FIRST AMENDMENT TO AGREEMENT

This First Amendment to the Agreement between the City of San Diego and Harris and Associates for as-needed professional construction management services dated October 20, 2009 [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and Harris and Associates [Consultant].

RECITALS

A. The City and Construction Management Professional [collectively referenced herein as the "Parties"] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. RR-305339, to provide professional construction management services on an as-needed, hourly fee basis.

B. The City desires to execute a First Amendment to the Agreement for the Consultant to provide additional Professional Services, as indicated in the Scope of Services [Exhibit A], for a compensation amount not to exceed \$4,500,000, with total compensation for services provided under the Agreement not to exceed \$7,000,000.

C. Consultant desires to provide the services required under this First Amendment.

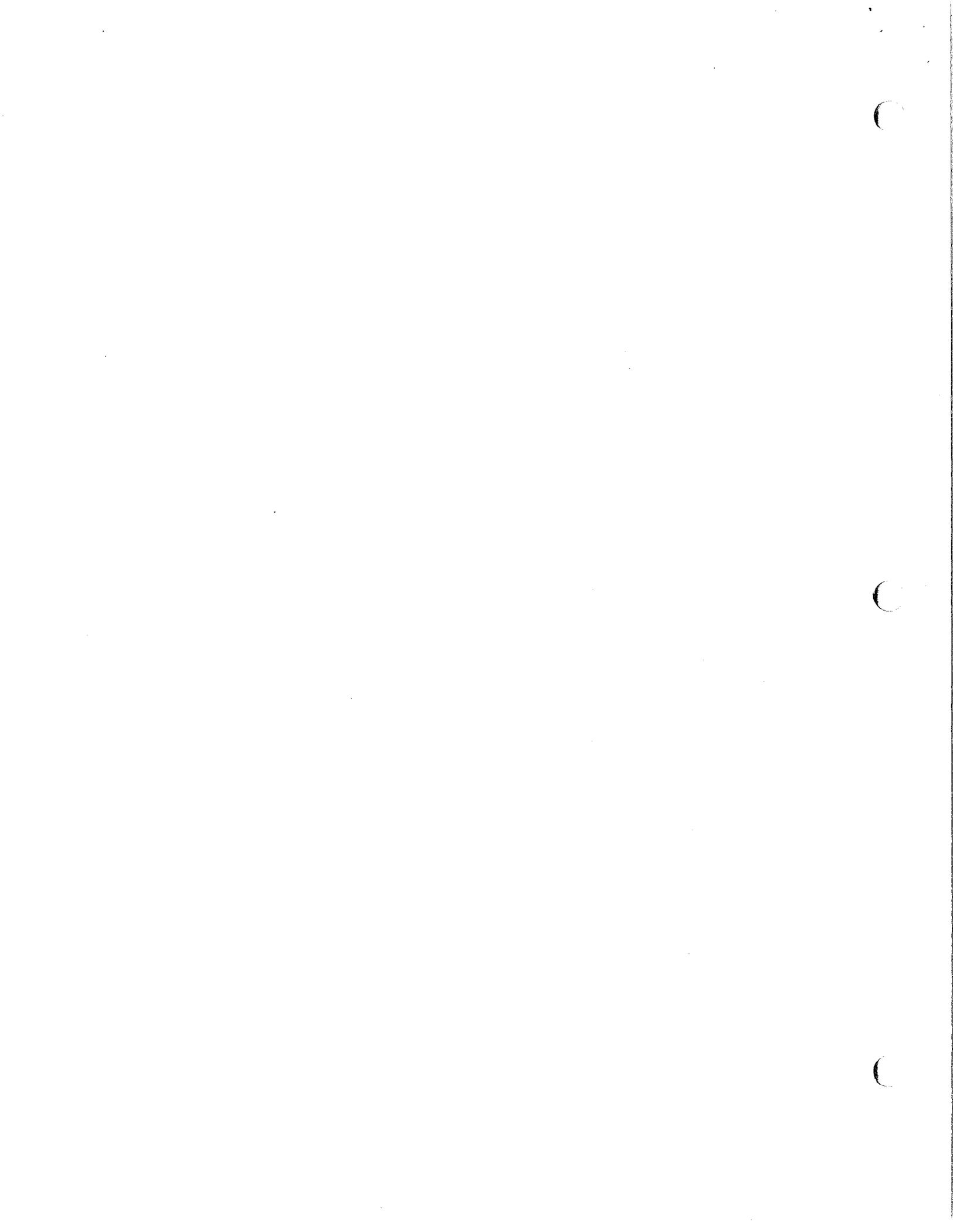
NOW, THEREFORE, in consideration of the Recitals stated above and incorporated herein by this reference and the mutual obligations of the Parties expressed herein, the Parties agree to modify the Agreement, which is incorporated herein by reference, as follows:

1. Section 1.1 is amended to read as follows:

ADD: "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 Professional Services at the direction of the City and as generally set forth in the written Scope of Services [Exhibit A] and as more specifically described in each Task Order Authorization [Task Order] [Exhibit B] on an hourly fee basis as specifically enumerated in the Compensation and Fee Schedule [Exhibit C-1]."

DOCUMENT NO. RR-306986

FILED AUG 02 2011
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA



2. DELETE Section 2.1 in its entirety and REPLACE with the following:

“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 the City exercises an option to renew as set forth in section 2.1.1 of this Agreement. Furthermore, the total aggregate duration for issuance of “new” Task Orders under this Agreement, shall not exceed sixty (60) months from the original effective date unless approved by City Ordinance. “Active” Task Orders, which are not complete at the time of Agreement duration expiration, shall continue or be amended as required to accomplish completion.”

3. DELETE Section 2.1.1 in its entirety and REPLACE with the following:

“2.1.1 Option to Renew. The City may, in its sole discretion, extend the term of this Agreement for up to two additional one-year periods, under the same terms and conditions and at the rates set forth in the Compensation and Fee Schedule [Exhibit C-1]. The City must notify the Construction Management Professional that it is exercising the option(s) to renew prior to three (3) months before the expiration of this Agreement, as may be extended by the exercise of a prior option. The cumulative compensation for the optional one-year periods shall not exceed the amount set forth in section 3.1 of this Agreement. The exercise of any option to renew this Agreement is subject to the prior approval of the Mayor and City Council.”

4. Section 3.1 is amended to read as follows:

ADD: “The City shall pay the Construction Management Professional for performance of all Professional Services under this First Amendment to the Agreement, as agreed upon in each task order, including all reasonably related expenses, in an amount not to exceed \$4,500,000, with total compensation not to exceed \$7,000,000, as set forth in the Compensation and Fee Schedule [Exhibit C-1]. For the duration of this First Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Compensation and Fee Schedule. The Total Compensation to Consultant under this Agreement shall not exceed \$7,000,000.”

5. Article IX is amended to read as follows:

ADD: **“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)].

12
13
14

C

C

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/ or can be requested from the Equal Benefits Program at (619) 533-3948."

6. The following attachments are incorporated herein by reference as follows:

Exhibit C-1 (Compensation and Fee Schedule) and Exhibit K (Equal Benefits Ordinance Certification of Compliance).

7. The Parties agree that this First Amendment to the Agreement represents the entire understanding of the Consultant and the City and affects only those paragraphs referred to, and all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to the Agreement between the City of San Diego and Harris and Associates for as-needed professional construction management services is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Resolution No. 2-306986 authorizing such execution, and by Consultant.

C

C

C

THE CITY OF SAN DIEGO

Mayor or Designee

By: Wally Hill
Wally Hill
Assistant Chief Operating Officer

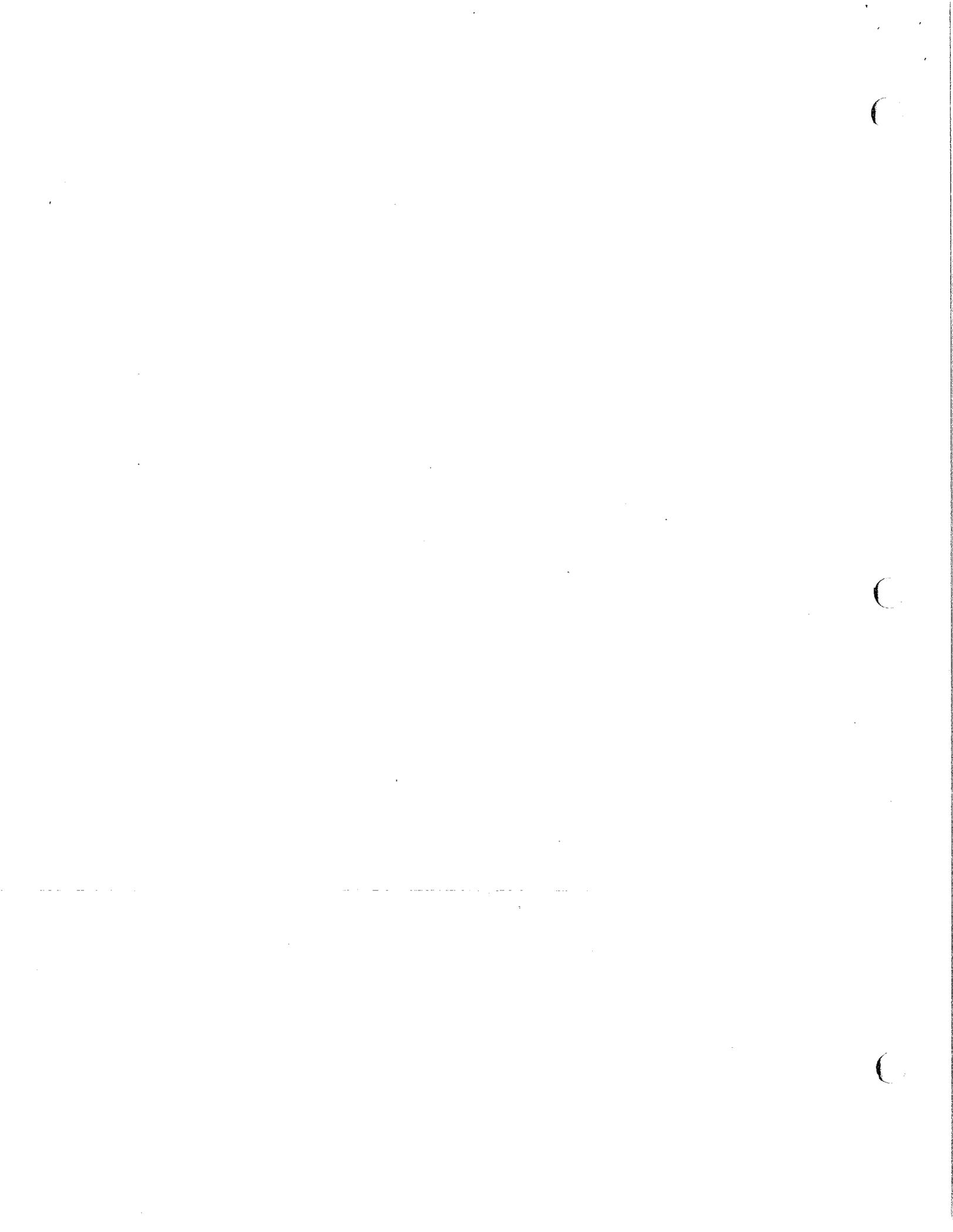
HARRIS AND ASSOCIATES

By: B. J. Tobey Jr
Name: Byron G. Tobey Jr
Title: V.P.
Date: 6/10/11

I HEREBY APPROVE the form and legality of the foregoing Amendment on this
20th day of September, 2011.

JAN I. GOLDSMITH, City Attorney

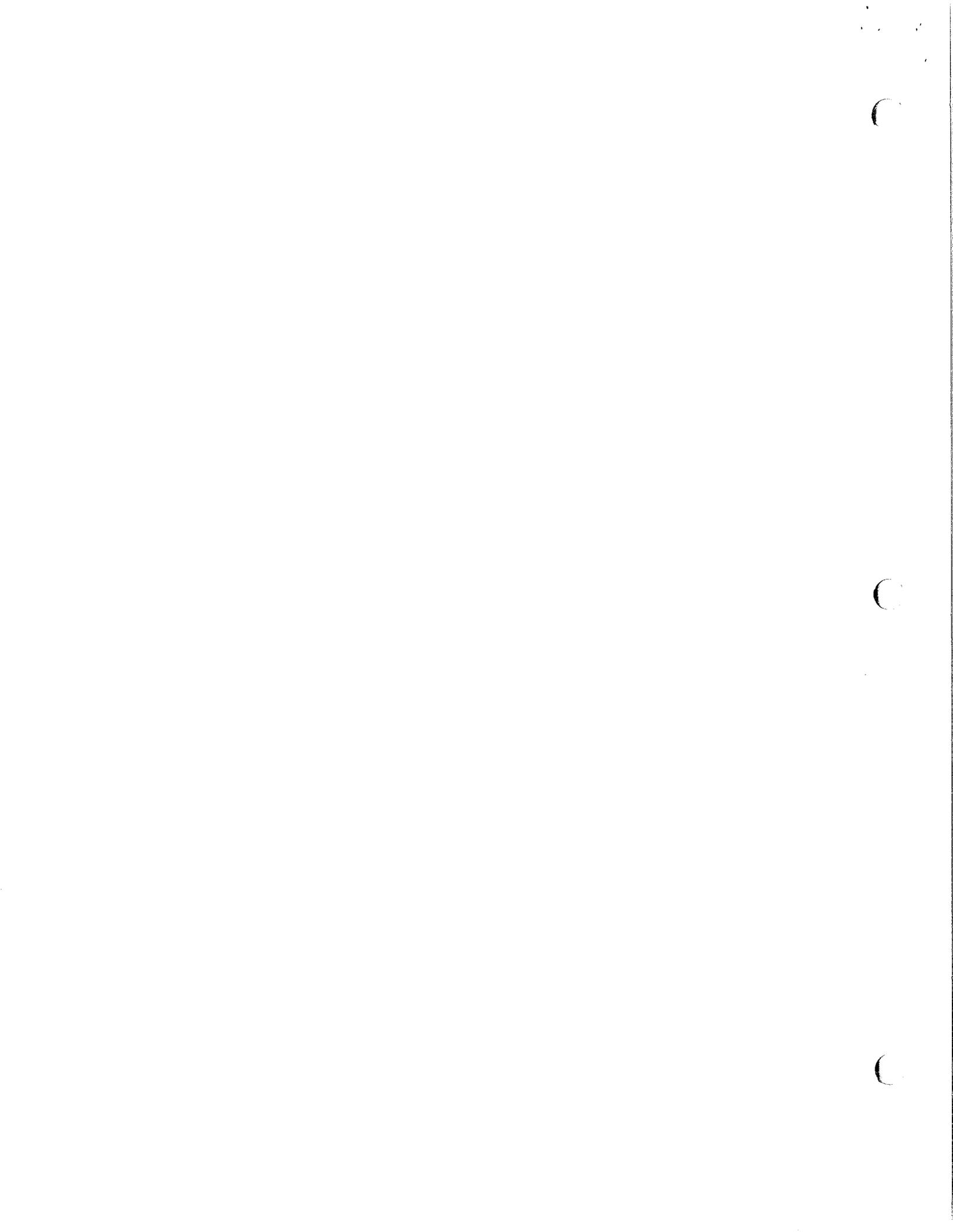
By: Mark Mercer
Mark Mercer
Deputy City Attorney



COMPENSATION AND FEE SCHEDULE

Page 1 of 8

Name	Classification	Hourly Billing Rates			Effective date of Hourly Rate	Actual/average hourly rate (\$/hr)	Prevailing Wage	% hourly rate Increase	Hrly Range for Class 2011/2012
		Field Rate	Office Rate	Prevailing Field Rate					
Brett Barnett	Project Director	\$250.00	\$270.76		12/31/2011	\$91.66		0.00%	
		\$255.00	\$0.00		12/31/2012			3.00%	
Javier Saunders	Project Manager	\$211.88	\$240.69		12/31/2011	\$81.48		0.00%	
		\$218.24	\$247.91		12/31/2012	\$83.92		3.00%	
Jim Hannigan	Sr. CM	\$213.02	\$241.99		12/31/2011	\$81.92		0.00%	\$55-85
		\$219.42	\$249.25		12/31/2012	\$84.38		3.00%	
Eric Strickland	Sr. CM	\$168.58	\$191.50		12/31/2011	\$64.83		0.00%	\$55-85
		\$173.64	\$197.25		12/31/2012	\$66.77		3.00%	
Rich Huffman	Sr. CM	\$180.03	\$204.50		12/31/2011	\$69.23		0.00%	\$55-85
		\$185.43	\$210.64		12/31/2012	\$71.31		3.00%	
Michelle Leonard	Sr. CM	\$170.30	\$193.45		12/31/2011	\$65.49		0.00%	\$55-85
		\$175.41	\$199.26		12/31/2012	\$67.45		3.00%	
Tony Ramirez	RE	\$120.11	\$136.44	\$148.38	12/31/2011	\$46.19	\$50.23	0.00%	\$45-55
		\$123.72	\$140.54		12/31/2012	\$47.58		3.00%	
Tom Mebane	RE	\$140.01	\$159.04	\$159.04	12/31/2011	\$53.84	\$53.84	0.00%	\$45-55
		\$144.21	\$163.81		12/31/2012	\$55.46		3.00%	
Dennis Dembik	RE	\$131.06	\$148.88	\$148.88	12/31/2011	\$50.40	\$50.40	0.00%	\$45-55
		\$134.99	\$153.34		12/31/2012	\$51.91		3.00%	
Eric Schlichter	RE	\$118.60	\$134.73	\$142.97	12/31/2011	\$45.61	\$48.40	0.00%	\$45-55
		\$122.16	\$138.77		12/31/2012	\$46.98		3.00%	
Jim Abbott	Assist. RE	\$118.14	\$134.20	\$144.45	12/31/2011	\$45.43	\$48.90	0.00%	\$27-50
		\$121.68	\$138.22		12/31/2012	\$46.79		3.00%	
Scott Giannini	Assist. RE	\$112.52	\$127.82	\$153.60	12/31/2011	\$43.27	\$52.00	0.00%	\$27-50
		\$115.89	\$131.65		12/31/2012	\$44.57		3.00%	
Thomas Michael	Assist. RE	\$78.01	\$88.62	\$157.03	12/31/2011	\$30.00	\$53.16	0.00%	\$27-50
		\$80.35	\$91.28		12/31/2012	\$30.90		3.00%	
Marty Errecart	Electrical Inspt.	\$123.02	\$139.75	\$150.83	12/31/2011	\$47.31	\$51.06	0.00%	\$40-50
		\$126.72	\$143.94		12/31/2012	\$48.73		3.00%	
Dave Dupree	Electrical Inspt.	\$118.03	\$134.08	\$141.26	12/31/2011	\$45.39	\$47.82	0.00%	\$40-50
		\$121.57	\$138.10		12/31/2012	\$46.75		3.00%	
Jin Chong	Special Inspector	\$104.35	\$118.54	\$148.41	12/31/2011	\$40.13	\$50.24	0.00%	\$27-50
		\$107.48	\$122.10		12/31/2012	\$41.33		3.00%	
Don Isom	Inspector	\$99.47	\$112.99	\$153.84	12/31/2011	\$38.25	\$52.08	0.00%	\$27-50
		\$102.45	\$116.38		12/31/2012	\$39.40		3.00%	
Albert Mata	Scheduler	\$110.80	\$125.87		12/31/2011	\$42.61		0.00%	\$40-55
		\$114.13	\$129.64		12/31/2012	\$43.89		3.00%	
Karen Padilla	CM/Admin Supp	\$93.28	\$105.96		12/31/2011	\$35.87		0.00%	\$25-40
		\$96.07	\$109.14		12/31/2012	\$36.95		3.00%	



COMPENSATION AND FEE SCHEDULE

Page 2 of 8

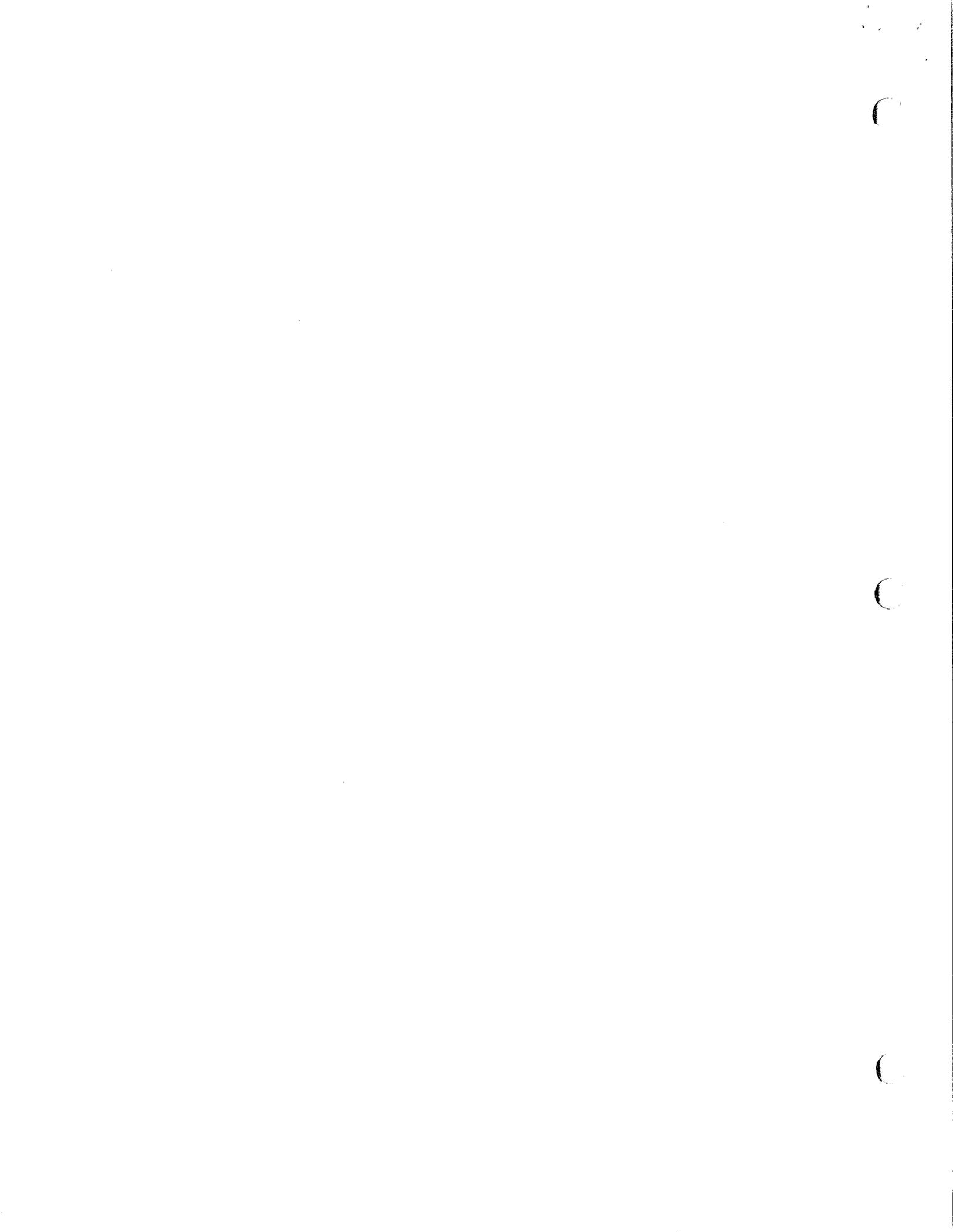
Project Delivery Systems

Name	Classification	Hrly Bill Rates Prev. Wage Straight	Effective date of hourly rate		Actual/average hourly rate (\$/hr)	% hourly rate increase	Hourly Range for Class 2011/2012
			From	To			
TBD	Inspector	\$125.40	1/1/2011	12/31/2011	\$60.00	0.00%	
		\$129.16	1/1/2012	12/31/2012	\$61.80	3.00%	
TBD	Sr. inspector	\$135.85	1/1/2011	12/31/2011	\$65.00	0.00%	
		\$139.93	1/1/2012	12/31/2012	\$66.95	3.00%	

PDS Overhead rates based on 2.09 multiplier.

GENERAL INFORMATION:

- Normal field rate based on 2.6 overhead multiplier. Normal office rate based on 2.95 overhead multiplier. PDS Field rates based on 2.09 multiplier.
- Contracts subject to State of California Prevailing Wage Rates, will be subject to State prevailing wage regulations. Overtime will be charged for time over 8 hours in a 24 hour period, subject to prevailing wage. Construction documents shall state prevailing wage or non-prevailing wage rate.
- Above office rates include overhead and incidentals including; computers, film, postage, parking, tools, printing and copying (except large quantities such as construction documents and color reports), and phones. Mileage will be charged at the current IRS rate.
- If requested by the City, the following reimbursable expenses apply when field office rates are used; field cell phones, mileage, office supplies for field office, printing, computers, jobsite equipment and incidentals. Other reimbursable costs shall be authorized and agreed to at the task order level. Additional reimbursables may include project field office costs, per diem, job site vehicle monthly lease, job site and other expenses specified in the task order.
- Field office rates shall apply when the City provides Harris personnel with a field office along with office equipment to service the project. Staff not home based in the field office and providing services less than 2 months will be billed the office rate. An example is the use of schedule or cost estimating support personnel that is not home based in the field office. Short term staff substitutions for sick or vacation leave does not qualify for office rates.
- Reimbursable expense mark-up shall not exceed 6 percent. Sub-consultant mark-up shall not exceed 2.5 percent.
- Billing rates are based on 2011 rates. Commencing in January 2012, Harris and City shall negotiate yearly hourly rate increases to reflect cost of living adjustments. The annual increase shall not exceed 5 percent annually.
- Project Delivery Systems is a 100% Harris owned company.



COMPENSATION AND FEE SCHEDULE

Page 3 of 8

Hunter Pacific
 Cost Estimating- Constructability Review

FEE SCHEDULE*

<u>Labor Classification</u>	<u>Loaded Hourly Billing Rates (OFFICE)</u>	<u>Revised Hourly Rates (FIELD)</u>
1. Principal	\$225	N/A
2. Senior Estimator	\$170	N/A
3. Project Estimator	\$140	N/A
4. Estimator	\$115	N/A
5. Administration	\$72	N/A



C

C

C

COMPENSATION AND FEE SCHEDULE

Page 4 of 8

Rick Engineering
Construction Management/Inspection and Survey Services

FEE SCHEDULE-2011		
<u>Labor Classification</u>	<u>Loaded Hourly Billing Rates (OFFICE)</u>	<u>Revised Hourly Rates (FIELD)</u>
1. Principal	\$183	N/A
2. Technical Advisor/Sr. Project Engineer	\$157	N/A
3. Construction Manager/Resident Engineer	\$136	\$130
4. Construction Technician	\$112	\$107
5. Project Engineer/Manager	\$135	N/A
6. Engineering Drafter	\$93	N/A
7. Landscape Architect- Inspector	\$131	\$125
8. Environmental/Storm Water Compliance Specialist	\$120	N/A
9. Photogrammetry Supervisor	\$141	N/A
10. Photogrammetrist	\$110	N/A
11. Field Supervisor	\$136	N/A
12. Survey Analyst	\$126	N/A
13. Survey Party Chief (Prevailing Wage)	\$122	N/A
14. Survey Assistant (Prevailing Wage)	\$113	N/A
15. Survey Party Chief (Non - Prevailing Wage)	\$92	N/A
16. Survey Assistant (Non-Prevailing Wage)	\$86	N/A
*See Notes		

REIMBURSABLE EXPENSES FOR SURVEY SERVICES	
<u>Service</u>	<u>Billing Rate</u>
1. B/W reproductions	\$0.10/SF
2. Color plotting	\$7.50/SF
3. Survey Laser Scanning Equipment	\$1575/day(+labor)

C

C

C

COMPENSATION AND FEE SCHEDULE

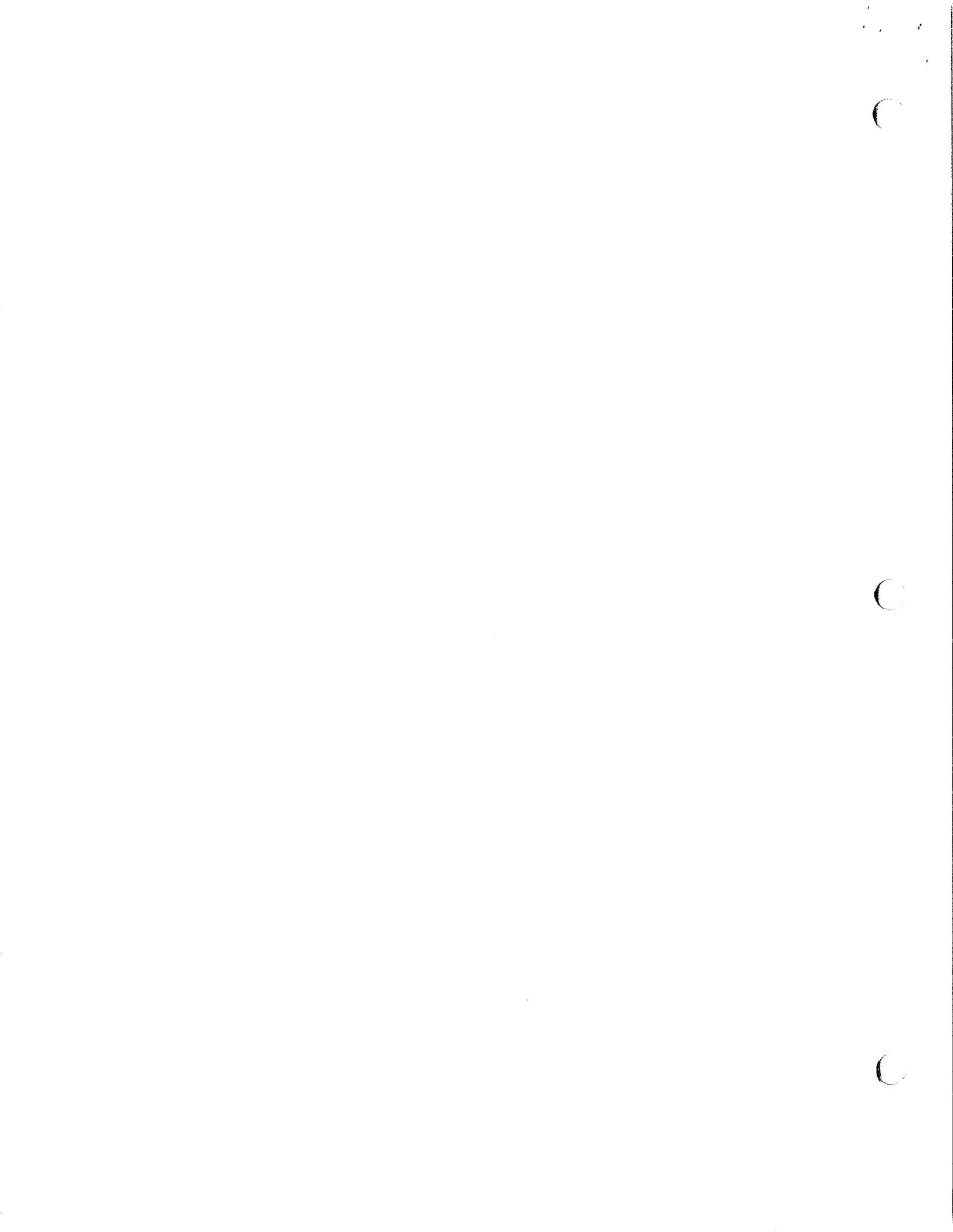
SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

SCHEDULE OF FEES FOR LABORATORY TESTING

Laboratory Test, Test Designation, and Price Per Test

Soils		Concrete	
Atterberg Limits, D 4318, CT 204.....	\$ 145	Cement Analysis Chemical and Physical, C 109.....	\$ 1,650
California Bearing Ratio (CBR), D 1883.....	\$ 440	Compression Tests, 6x12 Cylinder, C 39.....	\$ 22
Chloride and Sulfate Content, CT 417 & CT 422.....	\$ 135	Concrete Mix Design Review, Job Spec.....	\$ 140
Consolidation, D 2435, CT 219.....	\$ 275	Concrete Mix Design, per Trial Batch, 6 cylinder, ACI.....	\$ 750
Consolidation - Time Rate, D 2435, CT 219.....	\$ 70	Concrete Cores, Compression (excludes sampling), C 42.....	\$ 55
Direct Shear - Remolded, D 3080.....	\$ 290	Drying Shrinkage, C 157.....	\$ 250
Direct Shear - Undisturbed, D 3080.....	\$ 250	Flexural Test, C 78.....	\$ 50
Durability Index, CT 229.....	\$ 150	Flexural Test, C 293.....	\$ 55
Expansion Index, D 4829, UBC 18-2.....	\$ 165	Flexural Test, CT 523.....	\$ 60
Expansion Potential (Method A), D 4546.....	\$ 145	Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI.....	\$ 250
Expansive Pressure (Method C), D 4546.....	\$ 145	Jobsite Testing Laboratory.....	Quote
Geofabric Tensile and Elongation Test, D 4632.....	\$ 165	Lightweight Concrete Fill, Compression, C 495.....	\$ 40
Hydraulic Conductivity, D 5084.....	\$ 300	Petrographic Analysis, C 856.....	\$ 1,100
Hydrometer Analysis, D 422, CT 203.....	\$ 190	Splitting Tensile Strength, C 496.....	\$ 80
Moisture, Ash, & Organic Matter of Peat/Organic Soils.....	\$ 110	Reinforcing and Structural Steel	
Moisture Only, D 2216, CT 226.....	\$ 30	Fireproofing Density Test, UBC 7-6.....	\$ 55
Moisture and Density, D 2937.....	\$ 39	Hardness Test, Rockwell, A-370.....	\$ 50
Permeability, CH, D 2434, CT 220.....	\$ 230	High Strength Bolt, Nut & Washer Conformance, set, A-32.....	\$ 120
pH and Resistivity, CT 643.....	\$ 140	Mechanically Spliced Reinforcing Tensile Test, ACI.....	\$ 95
Proctor Density D 1557, D 698, CT 216, &.....	\$ 180	Pre-Stress Strand (7 wire), A 416.....	\$ 140
AASHTO T-180 (Rock corrections add \$80)		Chemical Analysis, A-36, A-615.....	\$ 120
R-value, D 2844, CT 301.....	\$ 250	Reinforcing Tensile or Bend up to No. 11, A 615 & A 706.....	\$ 50
Sand Equivalent, D 2419, CT 217.....	\$ 90	Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370.....	\$ 70
Sieve Analysis, D 422, CT 202.....	\$ 110	Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI.....	\$ 55
Sieve Analysis, 200 Wash, D 1140, CT 202.....	\$ 90	Asphalt Concrete	
Specific Gravity, D 854.....	\$ 90	Asphalt Mix Design, Caltrans.....	\$ 2,200
Triaxial Shear, C.D, D 4767, T 297.....	\$ 390	Asphalt Mix Design Review, Job Spec.....	\$ 150
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt.....	\$ 330	Extraction, % Asphalt, including Gradation, D 2172, CT 310.....	\$ 215
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt.....	\$ 190	Film Stripping, CT 302.....	\$ 100
Triaxial Shear, U.U., D 2850.....	\$ 140	Hveem Stability and Unit Weight CTM or ASTM, CT 366.....	\$ 195
Unconfined Compression, D 2166, T 208.....	\$ 100	Marshall Stability, Flow and Unit Weight, T-245.....	\$ 215
Wax Density, D 1188.....	\$ 90	Maximum Theoretical Unit Weight, D 2041.....	\$ 120
Roofing		Swell, CT 305.....	\$ 165
Built-up Roofing, cut-out samples, D 2829.....	\$ 165	Unit Weight sample or core, D 2726, CT 308.....	\$ 90
Roofing Materials Analysis, D 2829.....	\$ 500	Aggregates	
Roofing Tile Absorption, (set of 5), UBC 15-5.....	\$ 190	Absorption, Coarse, C 127.....	\$ 35
Roofing Tile Strength Test, (set of 5), UBC 15-5.....	\$ 190	Absorption, Fine, C 128.....	\$ 35
Masonry		Clay Lumps and Friable Particles, C 142.....	\$ 100
Brick Absorption, 24-hour immersion, C 67.....	\$ 45	Cleaness Value, CT 227.....	\$ 120
Brick Absorption, 5-hour boiling, C 67.....	\$ 55	Crushed Particles, CT 205.....	\$ 140
Brick Absorption, 7-day, C 67.....	\$ 60	Durability, Coarse, CT 229.....	\$ 130
Brick Compression Test, C 67.....	\$ 45	Durability, Fine, CT 229.....	\$ 130
Brick Efflorescence, C 67.....	\$ 45	Los Angeles Abrasion, C 131 or C 535.....	\$ 180
Brick Modulus of Rupture, C 67.....	\$ 40	Mortar making properties of fine aggregate, C 87.....	\$ 275
Brick Moisture as received, C 67.....	\$ 35	Organic Impurities, C 40.....	\$ 55
Brick Saturation Coefficient, C 67.....	\$ 50	Potential Reactivity of Aggregate (Chemical Method), C 289.....	\$ 390
Concrete Block Compression Test, 8x8x16, C 140.....	\$ 60	Sand Equivalent, CT 217.....	\$ 90
Concrete Block Conformance Package, C 90.....	\$ 440	Sieve Analysis, Coarse Aggregate, C 136.....	\$ 105
Concrete Block Linear Shrinkage, C 426.....	\$ 120	Sieve Analysis, Fine Aggregate (including wash), C 136.....	\$ 105
Concrete Block Unit Weight and Absorption, C 140.....	\$ 55	Sodium Sulfate Soundness (per size fraction), C 88.....	\$ 160
Cores, Compression or Shear Bond, CA Code.....	\$ 55	Specific Gravity, Coarse, C 127.....	\$ 75
Masonry Grout, 3x3x6 prism compression, UBC 21-18.....	\$ 30	Specific Gravity, Fine, C 128.....	\$ 85
Masonry Mortar, 2x4 cylinder compression, UBC 21-16.....	\$ 30	Special preparation of standard test specimens will be charged at the technician's hourly rate.	
Masonry Prism, half size, compression, UBC 21-17.....	\$ 110	Ninoy & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.	



COMPENSATION AND FEE SCHEDULE

Page 6 of 8

CONSTRUCTION SERVICES

PROFESSIONAL SERVICES

Principal Engineer / Geologist.....	\$ 175.00 Per Hour
Registered Civil Engineer / Geologist.....	\$ 125.00 Per Hour
Staff Engineer / Geologist.....	\$ 95.00 Per Hour
Inspection / Laboratory Supervisor.....	\$ 95.00 Per Hour
Project Manager.....	\$ 95.00 Per Hour
Draftsperson.....	\$ 70.00 Per Hour
Word Processing.....	\$ 55.00 Per Hour
Review of files for processing affidavits and certifications required by various Governmental Agencies.....	\$ 95.00 Per Hour
Legal Consultation, Expert Witness and Court Appearances (Minimum 4 Hours).....	\$ 325.00 Per Hour

ENVIRONMENTAL SERVICES

Certified Asbestos Consultant.....	\$ 85.00 Per Hour
Certified Asbestos Inspector.....	\$ 65.00 Per Hour
Certified Asbestos Project Manager.....	\$ 75.00 Per Hour
Certified Asbestos Project Designer.....	\$ 75.00 Per Hour
Certified Site Surveillance Technician.....	\$ 65.00 Per Hour
On-Site 552 Certified Microscopist.....	\$ 65.00 Per Hour
Certified Lead Inspector / Assessor.....	\$ 65.00 Per Hour
Certified Lead Project Monitor.....	\$ 65.00 Per Hour
Certified Industrial Hygienist.....	\$ 180.00 Per Hour
Environmental Site Assessment (Phase I).....	\$ 95.00 Per Hour
Environmental Site Assessment (Phase II).....	\$ 95.00 Per Hour
Industrial Hygienist.....	\$ 100.00 Per Hour

(Prices based on 2 Hour Minimum & Test Samples Additional)

PROJECT SERVICES

Pile Driving / Deep Foundation inspection.....	\$ 95.00 Per Hour
Special Inspection.....	\$ 82.50 Per Hour
Multi-Certified Inspector.....	\$ 82.50 Per Hour
Roofing Technician.....	\$ 82.50 Per Hour
Batch Plant (Concrete or Asphalt).....	\$ 82.50 Per Hour
Technician - Laboratory and Field.....	\$ 82.50 Per Hour
Soils/Asphalt Technician.....	\$ 82.50 Per Hour
Ultrasonic, Dye Penetrant, or Magnetic Particle Inspection.....	\$ 95.00 Per Hour
Pachometer/ Schmidt Hammer/Elcometer/ Torque.....	\$ 82.50 Per Hour
Pull-Out Test on Embedded Bolts/ Anchors and Dowels.....	\$ 82.50 Per Hour
Concrete, Masonry, Asphalt Coring or Sawing...\$	140.00 Per Hour
Floor Flatness / Levelness (Inc. Equipment).....\$	Cost + 15%
Emissivity.....	\$ 85.00 Per Hour
Ground Rod Test.....	\$ 85.00 Per Hour

EQUIPMENT

Pick-Up and Delivery - Miscellaneous.....	\$ 50.00 Per Hour
Skidmore Bolt Cell w/ Torque Wrench.....	\$ 65.00 Per Day
Skidmore-Wilhelm Bolt Cell.....	\$ 40.00 Per Day
Torque Wrench.....	\$ 25.00 Per Day
Air Meter.....	\$ 40.00 Per Day
Pachometer.....	\$ 55.00 Per Day
Schmidt Hammer.....	\$ 40.00 Per Day
Ultrasonic Equipment.....	\$ 50.00 Per Day
Magnetic Particle Equipment.....	\$ 50.00 Per Day
Dye Penetrant Equipment.....	\$ 40.00 Per Day
Jacking Assembly.....	\$ 60.00 Per Day
Nuclear Density Gauge.....	\$ 70.00 Per Day
Mobile Soils Laboratory/Truck.....	\$ 50.00 Per Day
Coring Equipment.....	\$ 100.00 Per Day
Emissivity Test Kit.....	\$ 40.00 Each
Ground Rod Equipment.....	\$ 40.00 Per Day

TESTING MACHINES

Testing Machine with Operator in Laboratory	
0 - 60,000 Pound Machine (Universal).....	\$ 155.00 Per Hour
800,000 Pound Machine (Universal).....	\$ 250.00 Per Hour

Steven Koch

Steven Koch - Senior Vice President

CONCRETE

STRENGTH CHARACTERISTICS

A.S.T.M.		
C39	Concrete Cylinders (6" x 12") W/ Mold.....	\$ 22.00 Each
C495	Lightweight Fill Concrete (3" x 6")..\$	25.00 Each
C39	Concrete or Gunite Cores, 8" Maximum Diameter, Including Trim.....	\$ 40.00 Each
C496	Splitting Tensile.....	\$ 65.00 Each
C78	6" x 6" Beams, Modulus of Rupture.....	\$ 65.00 Each
	Handling Charge, Cylinders Not Broken/Hold.....	\$ 10.00 Each
	Handling Charge, Beams Not Broken/Hold.....	\$ 40.00 Each
C469	Modulus of Elasticity.....	\$ 125.00 Each

MIX DESIGN

A.S.T.M.		
C192	Laboratory Trial Batch with Slump, and 6 Cylinders, Unit Weight, Air (Sampling Extra).....	\$ 350.00 Per Pt
	Mix Design, Determination of Proportions.....	\$ 175.00 Each
	Review of Existing Mix Design.....	\$ 225.00 Each

MISCELLANEOUS TESTING

C567	Unit Weight of Hardened Light Weight Concrete.....	\$ 50.00 Each
C684	Rapid Cure Concrete Cylinders (Boil Method).....	\$ 40.00 Each
C167	Drying Shrinkage (3 Bars - Four Readings, up to 90 Days).....	\$ 250.00 Set
C495	Lightweight Fill Concrete Density..\$	40.00 Each

MASONRY

STRENGTH CHARACTERISTICS

	Mortar Cylinders (2" x 4") w/ mold..\$	22.00 Each
C109	Mortar Cubes (2" x 2") w/ mold.....\$	22.00 Each
C1019	Grout (3" x 6") w/ mold.....\$	22.00 Each
	Handling Charge, Mortar or Prisms Not Broken/Hold.....	\$ 10.00 Each
C140	Block Compression ≤ 8" x 8" x 16".....	\$ 45.00 Each
C140	Block Compression > 8" x 8" x 16".....	\$ 55.00 Each
C1314	Grouted Masonry Prism Compression Test ≤ 8" x 8" x 16".....\$	125.00 Each
C1314	Grouted Masonry Prism Compression Test > 8" x 8" x 16".....	Quotation
	Handling Charge, Grouted Prisms Not Broken/Hold.....	\$ 75.00 Each

BLOCK

A.S.T.M.		
C140	Moisture Content and Absorption..\$	60.00 Each
C140	Measurements.....	\$ 35.00 Each
C67	Masonry Efflorescence.....	\$ 45.00 Each
C426	Linear Shrinkage (CMA Method).....	\$ 125.00 Each
	Rapid Linear Shrinkage (British Modified Method).....	\$ 100.00 Each
	Block Conformance Package.....	Quotation
C652	Bond Strength.....	\$ 50.00 Each
UBC21.6	Masonry Core - Compression.....\$	40.00 Each
UBC21.6	Masonry Core - Shear.....	\$ 65.00 Each



C

C

C

COMPENSATION AND FEE SCHEDULE

BRICK
A.S.T.M.

C67	Compression	\$ 40.00	Each
C67	Modulus of Rupture	\$ 40.00	Each
C67	Absorption, Soak	\$ 30.00	Each
C67	Absorption, Boil	\$ 30.00	Each
C67	Absorption, Saturation Coefficient	\$ 40.00	Each
C67	Initial Rate of Absorption	\$ 40.00	Each
C67	Efflorescence	\$ 50.00	Each
C67	Efflorescence with Mortar	\$ 65.00	Each

STEEL REINFORCEMENT
A.S.T.M.

A615/706	Tensile No. 11 Bar and Smaller	\$ 45.00	Each
A615/706	Tensile No. 14	\$ 100.00	Each
A615/706	Tensile No. 18	\$ 175.00	Each
	Mech. Splice Tensile Up to No. 11\$	\$ 100.00	Each
	Mech. Splice No. 14	\$ 150.00	Each
	Mech. Splice No. 18	\$ 300.00	Each
	Mech. Splice w/Slip	\$ 250.00	Each
A615/706	Bend Test No. 11 Bar and Smaller	\$ 35.00	Each
A615/706	Bend Test No. 14	\$ 50.00	Each
A615/706	Bend Test No. 18	\$ 100.00	Each
	Processing Mill Certificates (Per Size and Heat)	\$ 20.00	Each

STRUCTURAL STEEL
A.S.T.M.

A370

	Tensile Strength		
	Up to 100,000 lbs	\$ 75.00	Each
	100,000 to 200,000 lbs	\$ 90.00	Each
	Bend Test	\$ 35.00	Each
	Pipe Flattening Test	\$ 50.00	Each
	Bot Tensile Test	\$ 45.00	Each
	Bot Proof Test	\$ 35.00	Each
	Nut Proof Test	\$ 30.00	Each
	Nelson Stud Tensile Test	\$ 45.00	Each
	Machining and Preparation of Samples	\$ 35.00	Each
	Brinell & Rockwell Hardness Test	\$ 35.00	Each
	Processing Mill Certificates (Per Size and Heat)	\$ 25.00	Each
	Chemical Analysis	\$ 75.00	Each

PRESTRESS
A.S.T.M.

A416	Prestress Cable, 7 Wire (Yield / Tensile)	\$ 150.00	Each
A416	Prestress Wire (Yield / Tensile)	\$ 140.00	Each
	Sample Preparation	\$ 45.00	Per Hour

WELD PROCEDURE AND WELDER QUALIFICATIONS

	Welder Certification (AWS)	\$ 75.00	Per Hour
--	----------------------------------	----------	----------

STRUCTURAL STEEL COUPON

	Weld Tensile Test	\$ 50.00	Each
	Weld Bend Test	\$ 40.00	Each
	Weld-Macro Etch	\$ 75.00	Each
	Machining and Preparation of Samples	\$ 35.00	Each

FIREPROOFING

UBC 7-6	Unit Weight	\$ 35.00	Each
ASTM-736	Adhesion/Cohesion	\$ 45.00	Each

ROOFING

	Unit Weight	\$ 55.00	Each
	Roof Cut Analysis	\$ 500.00	Each
UBC 15-5	Tile (Breaking Strength/Abs	\$ 75.00	Each
	Mineral Shake - Flexural	\$ 60.00	Each
	Mineral Shake - Absorption	\$ 60.00	Each

SOIL AND AGGREGATE CLASSIFICATION
A.S.T.M.

C136	Sieve Analysis (Coarse)	\$ 90.00	Each
C136	Sieve Analysis (Fine)	\$ 90.00	Each
C117	Sieve Analysis (Fine, Washed) ...	\$ 95.00	Each
D1140	#200 Wash	\$ 50.00	Each
C117	Sieve Analysis - Combined	\$ 105.00	Each
D422/C136	Hydrometer with Sieve Analysis	\$ 175.00	Each
D4318	Liquid and Plastic Limit	\$ 115.00	Each
CAL TM 217	Sand Equivalent (Set of Three)	\$ 80.00	Set
D2419			
CAL TM 227	Cleaness Value	\$ 230.00	Each
D2974	Organic Content	\$ 75.00	Each

PHYSICAL CHARACTERISTICS
A.S.T.M.

C127	Specific Gravity and Absorption (Fine)	\$ 125.00	Each
C128	Specific Gravity and Absorption (Coarse)	\$ 100.00	Each
C127	Specific Gravity (Coarse)	\$ 70.00	Each
C128/D854	Specific Gravity (Fine)	\$ 70.00	Each
D2216	Moisture Content	\$ 25.00	Each
D3080	Direct Shear Quick Undisturbed	\$ 150.00	Each
	Direct Shear Slow Undisturbed	Quotation	
D3060	Direct Shear Quick Remolded	\$ 200.00	Each
	Direct Shear Slow Remolded	Quotation	
D2166	Unconfined Compression	\$ 75.00	Each
D2435	Consolidation - Time Rate	\$ 275.00	Each
D2435	Consolidation - Without Time Rate	\$ 225.00	Each
UBC 18-2	Expansion Index	\$ 125.00	Each
D4829			
D2434	Permeability - Undisturbed	\$ 225.00	Each
D2434	Permeability - Remolded	\$ 250.00	Each

SUBGRADE SUPPORT QUALITY
A.S.T.M.

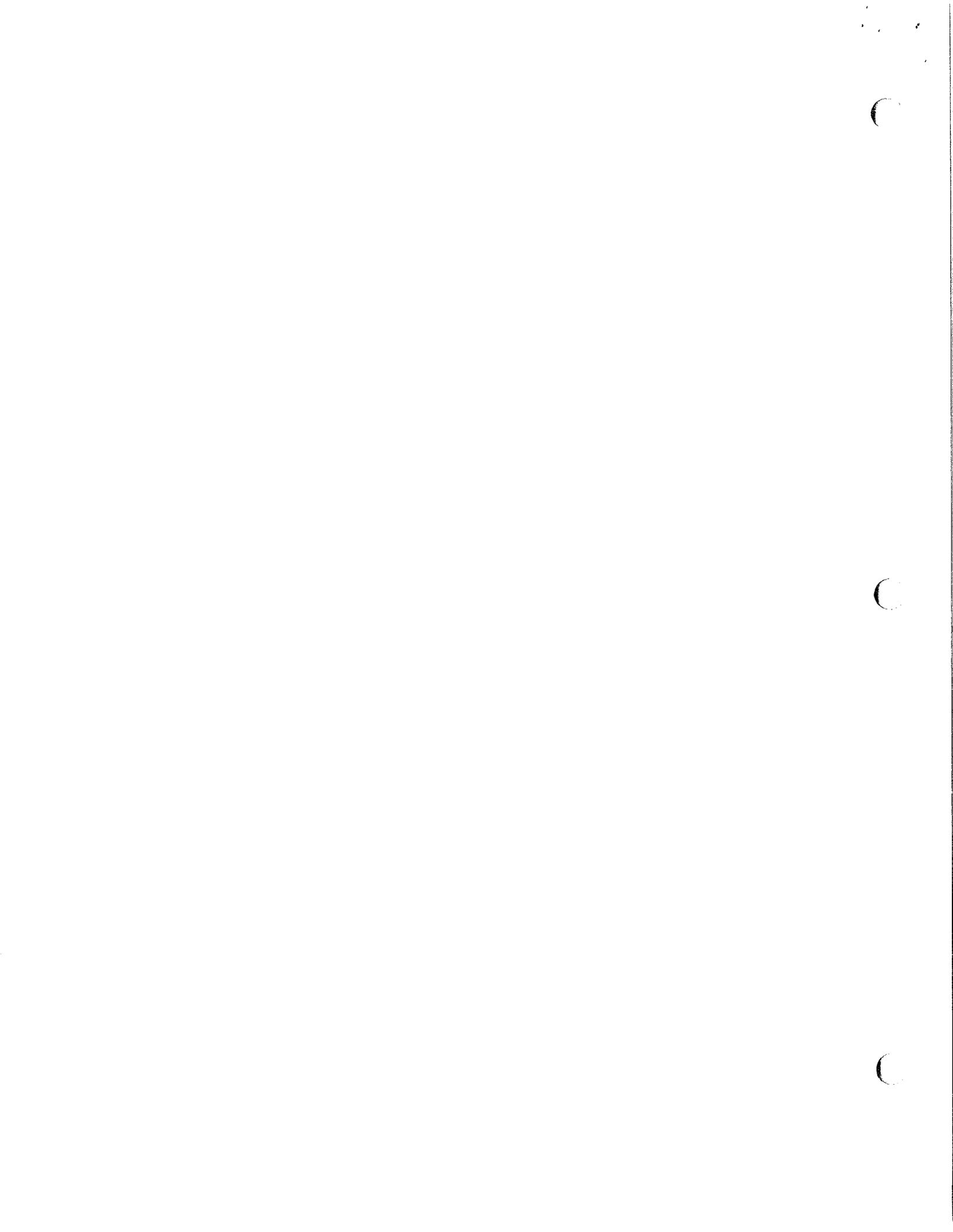
D1883	Bearing Ratio w/o M. D. Curve - Per Point	\$ 125.00	Each
CAL TM 301	R-Value (3 Points)	\$ 225.00	Each
D2844			
	Lime, Cement or Bituminous Treatment available upon request.		

DENSITY CHARACTERISTICS
A.S.T.M.

D2937	Moisture / Density (Ring)	\$ 25.00	Each
D1557-AB	Maximum Density	\$ 150.00	Each
D1557-C	Maximum Density	\$ 160.00	Each
D698-A,B	Maximum Density	\$ 120.00	Each
D698-C	Maximum Density	\$ 130.00	Each
	Check Point (Maximum Density)	\$ 75.00	Each
C29	Unit Weight - Loose	\$ 50.00	Each
C29	Unit Weight - Rodded	\$ 75.00	Each
CAL TM 216	Maximum Density	\$ 175.00	Each
	Rock Correction	\$ 75.00	Each

CHEMICAL PROPERTIES
CAL TMs

532/843	Resistivity	\$ 75.00	Each
532/843	pH	\$ 45.00	Each
CAL TM 417	Sulphate	\$ 55.00	Each
CAL TM 422	Chloride	\$ 55.00	Each
	Corrosivity Series	\$ 165.00	Each
	Chemical Analysis	\$ 75.00	Each



COMPENSATION AND FEE SCHEDULE

AGGREGATE PROPERTIES

A.S.T.M.		
C131	LA Abrasion	\$ 150.00 Each
C535	LA Abrasion	\$ 175.00 Each
C88	Soundness	\$ 300.00 Each
C40	Organic Impurities.....	\$ 75.00 Each
C142	Clay Lumps / Friable Particles	\$ 100.00 Each
C123	Coal & Lignite.....	\$ 100.00 Each
	Percent Elongation / Flats	\$ 175.00 Each
CAL TM 205	Percent Crushed.....	\$ 150.00 Each
CAL TM 229	Durability	\$ 150.00 Each

ASPHALT CONCRETE

GENERAL TESTING

A.S.T.M.		
D2172	Bitumen Content	\$ 125.00 Each
D5444	Gradation of Extracted Sample	\$ 90.00 Each
D1188	Unit Weight - Molded Specimen or Cores	\$ 75.00 Each
D2041	Theoretical Maximum Density.....	\$ 125.00 Each
CAL TM 304	Compacted Maximum Density - HVEEM	\$ 150.00 Each
D1560/61	Compacted Maximum Density - MARSHALL	\$ 175.00 Each
D6926	Stripping	\$ 100.00 Each

MIX DESIGN / CONTROL

A.S.T.M.		
CAL TM 336	Mix Design - HVEEM including	
D1560/61	Aggregate Tests - Per Design...	\$2,250.00 Each
D6926/27	Mix Design - MARSHALL including Aggregate Tests - Per Design...	\$2,500.00 Each
CAL TM 336	Field Mix - HVEEM - Stability	
D1560/61	Per Point	\$ 175.00 Each
D6926	Field Mix - MARSHALL-Stability Per Point	\$ 200.00 Each

MISCELLANEOUS

Specimen Pick-Up		
Flexural Beams (\$70.00 Minimum).....	\$	35.00 Each
Masonry Prism up to 8" x 8" x 16" (\$70.00 Minimum)	\$	50.00 Each
Masonry Prism, Larger than 8" x 8" x 16".....	Quotation	
Gunite and Shotcrete Test Panels.....	\$	75.00 Each
Fireproofing Samples	\$	50.00 Per Trip
Sample Pick Up	\$	50.00 Per Hour

1. A two hour minimum show-up charge will be incurred for all scheduled field services not canceled before 4:00 p.m. of the preceding day. A minimum four, and eight hour charged per day.
2. An overtime premium of time and one-half will be charged for any personnel services in excess of eight hours per day, up to and including twelve hours per day, and Saturday. Double time will be charged for over twelve hours in any one day, Sunday and Holidays. Holidays are New Years Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day. High priority laboratory testing at the Client's request which requires unscheduled overtime is subject to a 50% increase from the standard rates.
3. Swing (2nd) and graveyard (3rd) shift will be charged at regular rates plus 15% and 20% respectively.
4. Sampling, specification review, discussion, and report preparation for field testing are charged at hourly rates. A minimum charge of \$100.00 will be made for issuance of any engineering reports. Engineering review time of all field reports is estimated to be 0.2 hours per report. The charge for weekly report distribution is 1 hour per week.
5. Reimbursable expenses such as parking, air fare, car rental, food and lodging will be charged at cost plus 6 %, unless provided. Subsistence on remote jobs by quotation, unless provided.
6. Outside services performed by others and direct costs expended on the Client's behalf are charged at cost plus 6 %, unless otherwise noted.
7. Certified Payrolls will be supplied upon request.

C

C

C

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



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: Harris & Associates	Contact Name: E. Javier Saunders, PE
Company Address: 750 B Street, Suite 1800 San Diego, Ca. 92101	Contact Phone: 619.236.1778 ext 2504
	Contact Email: jsaunders@harris-assoc.com

CONTRACT INFORMATION

Contract Title: As Needed Construction Management Services	Start Date: 9/2011
Contract Number (if no number, state location): RR- 305339/H084402	End Date: 9/2016

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 San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

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

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

- I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Marie Shockley, Dir. H.R., Vice President

Name/Title of Signatory

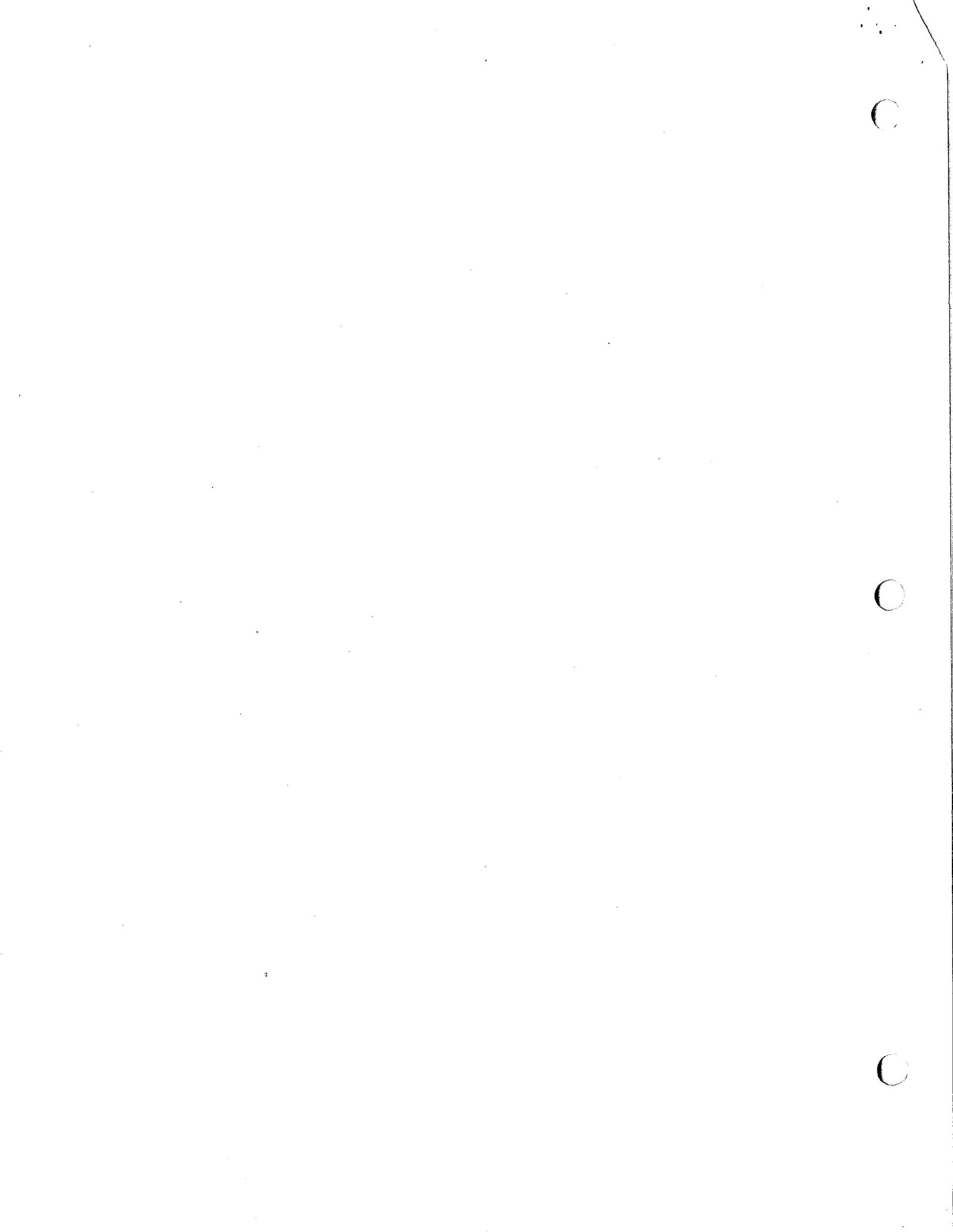
Marie Shockley
Signature

April 6, 2011

Date

FOR OFFICIAL CITY USE ONLY

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



RESOLUTION NUMBER R- 306986 (NEW SERIES)

DATE OF FINAL PASSAGE AUG 4 2011

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN AGREEMENT WITH HARRIS AND ASSOCIATES TO PROVIDE AS-NEEDED CONSTRUCTION MANAGEMENT SERVICES.

WHEREAS, the City and Harris and Associates entered into an agreement on October 29, 2009 [Document No. RR-305339] to provide as-needed professional construction management services; and

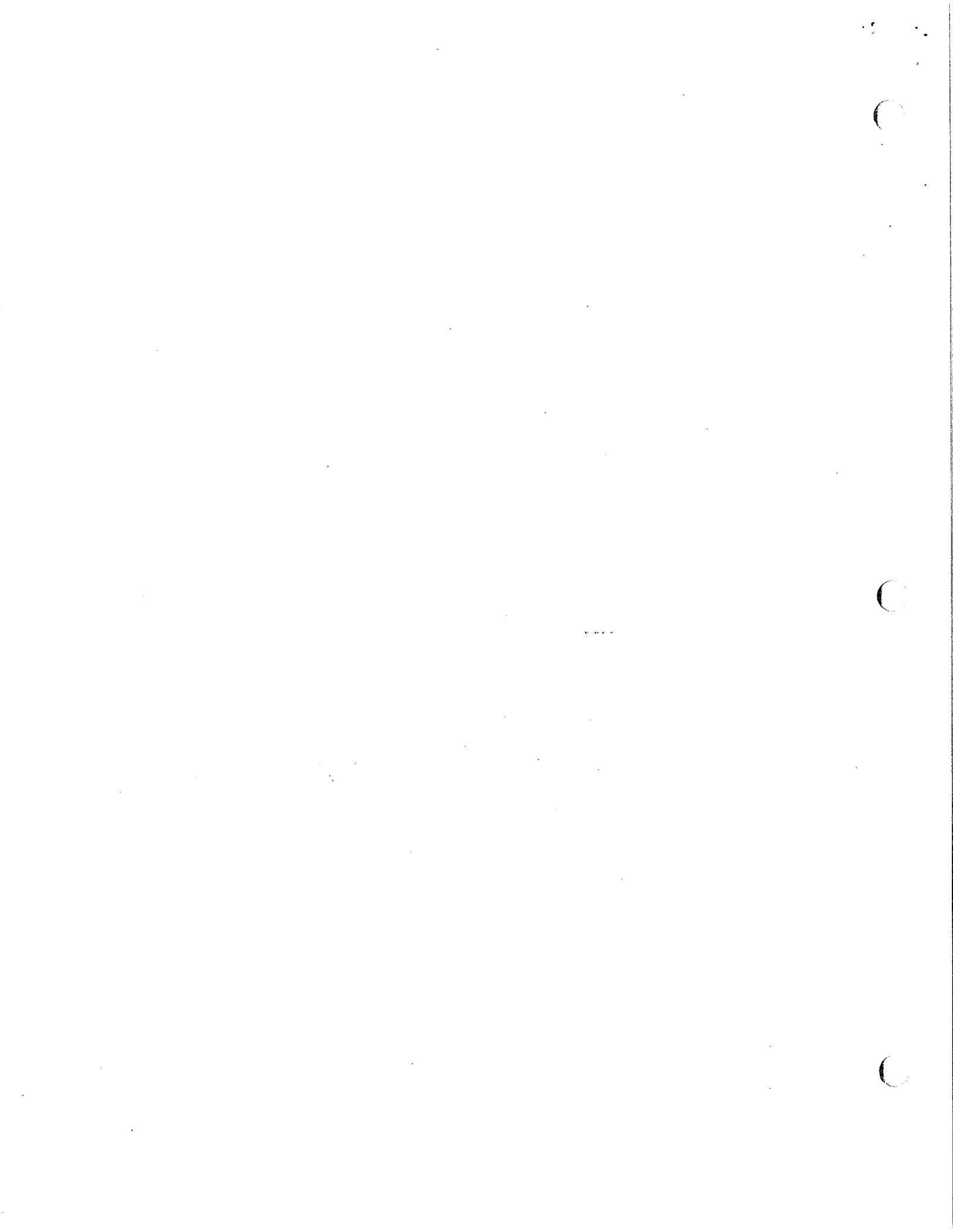
WHEREAS, this agreement was for a term of three years and compensation not to exceed \$2,500,000; and

WHEREAS, the City and Harris and Associates now desire to amend the agreement to extend the term an additional two years and increase the value of the contract by \$4,500,000; and

WHEREAS, as amended the term of the agreement will be a total of five years, and compensation not to exceed \$7,000,000; NOW, THEREFORE,

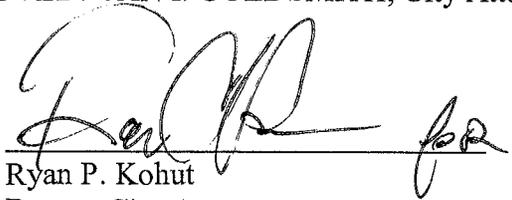
BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor is hereby authorized and empowered to execute, for and on behalf of said City, an Amendment to an Agreement with Harris and Associates for the purpose of providing professional construction management services for the Engineering and Capital Project Department in an amount not to exceed \$4,500,000 for the total contract amount of \$7,000,000 the under the terms and conditions set forth in the Agreement on file in the Office of the City Clerk as Document No.

RR- 306986.



BE IT FURTHER RESOLVED, that the Chief Financial Officer, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves.

APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Ryan P. Kohut
Deputy City Attorney

RPK:cfq
7/1/2011
Or.Dept:ECP/Field Eng.
Prolaw 2011-07230

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of AUG 02 2011.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 8.4.11
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

C

C

C

Passed by the Council of The City of San Diego on August 2, 2011 by the following vote:

YEAS: **LIGHTNER, FAULCONER, GLORIA, YOUNG, DEMAIO, ZAPF, EMERALD, ALVAREZ.**

NAYS: **NONE.**

NOT PRESENT: **NONE.**

VACANT: **NONE.**

RECUSED: **NONE.**

AUTHENTICATED BY:

JERRY SANDERS

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: Mary Zumaya, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. **R-306986** approved by the Council of the City of San Diego, California, and authenticated by the Mayor on August 4, 2011.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By: , Deputy

23

C

C

C

100 30

100 30

DOCKET SUPPORTING INFORMATION CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION	DATE: July 29, 2015
SUBJECT: Second Amendment to the Agreement for As-Needed Construction Management Services with Harris & Associates	

GENERAL CONTRACT INFORMATION

Recommended Consultant: Harris & Associates (Not Certified, M - Cauc.)

Amount of this Action: \$ No Cost

Previous Approved Amount: \$ 6,877,417.15 (Tasks 1, 3-7, 9-15, 18-24, 26-37, 40-45, 49-53, 55,56, 58-62)

Cumulative Total Amount: \$ 6,877,417.15 (Not to Exceed 7,000,000.00)

Funding Source: City of San Diego

Goal: 20% Voluntary

SUBCONSULTANT PARTICIPATION

	<u>This Action</u>		<u>Cumulative</u>	
Rick Engineering (Not Certified, M – Cauc.)	\$ 0.00	0.00%	\$ 359,662.00	5.23%
Richard Brady & Associates (MBE, M – Hisp.)	\$ 0.00	0.00%	\$ 1,332,113.31	19.36%
EPC Consultants, Inc. (MBE, DBE, M – Asi.)	\$ 0.00	0.00%	\$ 592,883.25	8.62%
Infrastructure Engineering Corp. (Not Certified, M – Cauc.)	\$ 0.00	0.00%	\$ 775,227.60	11.27%
MTGL, Inc. (WMBE, F – Hisp.)	\$ 0.00	0.00%	\$ 0.00	0.00%
CH2M Hill (Not Certified, M- Cauc.)	\$ 0.00	0.00%	\$ 404,160.05	5.88%
Hunter Pacific Group (DBE, SWBE, WBE, F – Cauc.)	\$ 0.00	0.00%	\$ 5,850.00	0.09%
Total Certified Participation	\$ 0.00	0.00%	\$ 1,930,846.56	28.07%
Total Non-Certified Participation	\$ 0.00	0.00%	\$ 1,539,049.65	22.38%
Total Subcontractor Participation	\$ 0.00	0.00%	\$ 3,469,896.21	49.45%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required.

Harris & Associates submitted a Work Force Report for their San Diego employees dated, January 16, 2015 indicating 35 employees in their Administrative Work Force.

The Administrative Work Force indicates under representation in the following categories:

- Female in Management and Financial
- Asian, Filipino, and Female in Technical

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

(H084402) Second Amendment for an additional two years not to exceed a total of seven years.

Original sub commitment participation: 30% DBE; 5% WBE; 3% MBE

RW