

ATTACHMENT C

MEMORANDUM OF UNDERSTANDING REGARDING THE BAYSIDE FIRE STATION

This Memorandum of Understanding regarding the Bayside Fire Station [MOU] is made and entered into this ___ day of _____ 2009, by and among the City of San Diego, a municipal corporation [City], the Redevelopment Agency of the City of San Diego, a public body, corporate and politic [Agency], and the Centre City Development Corporation, a non-profit public benefit corporation [CCDC] (individually referenced as "Party" and collectively as "Parties").

RECITALS

1. Whereas, the Parties recognize the benefit in constructing the Bayside Fire Station [Project] on that certain real property on the southeast corner of Cedar Street and Pacific Highway in the City of San Diego ("the Property"), which is specifically defined in Exhibit A, "Legal Description," (attached hereto and incorporated herein by reference).
2. Whereas, the Parties desire to agree to a design, construction and oversight plan to design and construct the Project; and
3. Whereas, the Agency, through CCDC, has agreed to provide the funding and management skills for design and construction of the Project; and
4. Whereas, the Parties agree that the Agency, at its own discretion, either will or has contracted with consultants and/or will use Agency, City or CCDC staff to provide all services for the Project at Agency's cost; and
5. Whereas, the Agency has authorized a design contract with Rob Wellington Quigley, FAIA ("Architect"), by adoption of Resolution RA-_____ concurrently with authorization of this MOU; and
6. Whereas, the Parties agree that Agency shall pay for all design and construction costs to complete the Project; and
7. Whereas, due to the anticipated transfer of ownership of the Property from the Agency to the City, the City desires to oversee the Project during design and construction; and
8. Whereas, the City's oversight of the Project design and construction will entail certain costs in the form of personnel time and other expenses; and
9. Whereas, the Agency agrees to pay the City's costs relating to its oversight of the Project in accordance with mutually agreed upon fee schedules and costs.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties hereby agree as follows:

AGREEMENT

1. The above listed Recitals are true and correct and are hereby incorporated by reference and adopted as part of this MOU.
2. The Agency, through CCDC, shall:
 - a. Provide all administrative and professional services required for design and construction of the Project, as set forth in Exhibit B, "Bayside Fire Station Project Management Tasks," (which is attached hereto and incorporated herein by reference) as obligations of CCDC, including its assigned staff and design and other consultants.
 - b. Act as lead agency with full authority to execute and comply with the terms of design and construction contracts for the Project, provided that funding for such contracts and related activities has been authorized and appropriated by the San Diego City Council and/or Agency, as appropriate, in advance of contract awards.
 - c. Pay the City for its costs incurred for City participation in the Project, as set forth in Exhibit C, "City Personnel Costs and Fees," and Exhibit D, "Basic Accounting Mechanisms" (both attached hereto and incorporated herein by reference).
 - d. Develop the contract terms and conditions for design and construction of the Project, which shall be subject to San Diego Fire-Rescue Department Fire Station Design and Construction Standards, the City Council Sustainable Building Policy No. 900-14, and other applicable City standards, policies and guidelines that apply to the construction of City fire stations.
 - e. Act as lead agency in the administration of the design and construction contracts and work performed by all consultants, contractors and vendors for the Project.
 - f. Assign qualified personnel to the Project and be responsible for the general administration of the work performed on the Project through its work force, consultants, subconsultants, and approved contractors.
 - g. Provide quality assurance services during design and construction to ensure all required inspections, tests, submittals, and other contract requirements are met by the consultants and contractor.
 - h. Maintain design and construction records and files. Provide record drawings (as-builts) to the City.
 - i. Ensure compliance with all necessary entitlement and construction permits as required by law.
 - j. Inform the City about any pending changes to the Project whenever CCDC becomes aware of the need to make a change.

- k. Inform the City of any potential cause(s) which are reasonably likely to result in the delay of design or construction.
 - l. Coordinate and receive approval, in writing, from City of Project plans and specifications prior to advertising bid documents, which approval shall not be unreasonably or untimely withheld.
 - m. Ensure that all warranties for the Project are assigned to the City upon completion of the Project. CCDC shall also agree to pursue any warranty issues against their contractors and/or consultants jointly with the City.
3. CCDC may enter into other contracts not subcontracted under Architect, such as MBE/WBE monitoring, at CCDC's sole discretion.
4. The City shall:
- a. Verify the Project's needs and functionality throughout the design and construction phases to ensure that all fire station design and programming standards are met.
 - b. Act as the Resident Engineer for construction of the Project within the public right-of-way.
 - c. Provide design oversight and construction management, inspection, and construction oversight of the Project, as set forth in Exhibit B, based on the cost and fee schedule set forth in Exhibit C.
 - d. Notify CCDC if costs will exceed the agreed upon funding amounts in accordance with Exhibit D.
 - e. Ensure that City staff perform all work described in Exhibit B, unless such outsourcing or subcontracting is approved in writing in advance by CCDC.
 - f. Participate in scheduled project team design meetings and weekly on-site construction meetings.
 - g. Participate in and approve the final inspection of the Project prior to final acceptance; provided, however, that such approval shall not be unreasonably or untimely withheld.
 - h. Operate and maintain the Project upon transfer of title of the Property from Agency to City, which shall occur after the City Building Official's issuance of a certificate of occupancy, or as more specifically agreed to by City Council's adoption of a Maintenance and Operating Ordinance subsequent to execution of this MOU.
5. Method of Payment for City Services
- a. By the 1st of the month, CCDC shall cause the Agency to deposit the estimated monthly costs allocated for the City services for that month,

based upon the cost and fee schedule in Exhibit C , excluding contingency, into a separate accounting fund specifically designated for the Project (“Fund”). Agency shall deposit contingency into the Fund on a monthly pro rata basis, if needed, based upon the time remaining in the schedule for City services per phase.

- b. The City shall submit a monthly statement to CCDC at the end of the month for the work performed by the City during the month consistent with the tasks in Exhibit B and the cost and fee schedule in Exhibit C. The monthly statement shall include the employees who worked on the project and the cost associated with each employee.
- c. CCDC shall review the statement and prepare an interfund transfer to the Fund for the projected monthly costs.
- d. Fees for Additional Services in excess of \$1,000 must be pre-authorized in writing by CCDC after City’s notification in accordance with Paragraph 8 of Exhibit D. For purposes herein, “Additional Services” shall mean those services provided for the Project but not specifically based upon Personnel Hourly Rates identified in Exhibit C.

6. General Conditions

- a. The Parties shall comply with all federal, state, and local laws and ordinances applicable to the work to be performed under the terms of this MOU.
- b. This MOU shall be effective on and from the date above-written.
- c. Notices required or permitted pursuant to this MOU shall be sufficiently given in writing and either served personally or mailed by U.S. mail to:

Centre City Development Corporation
Attention: CEO
401 B Street, Suite 400
San Diego, CA 92101

City of San Diego, Engineering and Capital Projects
Attention: Department Director, Patti Boekamp
202 “C” Street
San Diego, CA 92101

or such other person and address as any Party shall advise the other, in writing, in conformity with this Section.

- d. In the event of litigation or mediation with respect to this MOU or the interpretation thereof, and in respect to all disputes or controversies arising hereunder, this MOU shall be construed in accordance with, and governed by, the laws of the State of California. Venue in respect to any suit or proceeding brought under or in connection with this MOU shall be the County of San Diego, State of California.

- e. This MOU and all rights and obligations contained herein shall be in effect whether or not either of the Parties to this MOU have been succeeded by another entity, and all rights and obligations of the Parties signing this MOU shall be vested and binding on their successor of interest.
- f. No failure of any Party to insist on strict performance by any other Party of any covenant, agreement, term, or condition of this MOU or to exercise any right or remedy consequent of a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this MOU, but each and every covenant, agreement, term and condition of this MOU shall continue in full force and effect without respect to any other existing or subsequent breach.
- g. This MOU represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This MOU may not be modified or altered except in writing signed by all Parties.
- h. CCDC shall require its consultants and contractors, and their respective subconsultants and subcontractors, to defend, indemnify, protect, and hold the City and its agents, officers and employees harmless from any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the City's employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused solely by the acts or omissions of the consultants and contractors, and their respective subconsultants and subcontractors, resulting from the design and construction and all expenses of investigating and defending against same; provided, however, that the consultant's and contractor's, and their respective subconsultants' and subcontractors', duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees. CCDC shall submit proof to the City that its contractors and consultants have signed such indemnification provisions offering the same amount of indemnification to the City as offered to CCDC and the Agency, prior to any work commencing on the Project.
- i. CCDC shall require its consultants and contractors, and their respective subconsultants and subcontractors, to obtain, except as to Architects and Engineers Professional Liability and Workers Compensation insurance policies, additional insured endorsements naming the City of San Diego, its respective elected officials, officers, employees, and agents as additional insureds on all insurance provided by their contractors, consultants, subcontractors and vendors. Proof of contractors and consultants insurance and the additional insured endorsements shall be delivered to the City and approved by CCDC prior to any work commencing on this Project.

- j. The Parties acknowledge and agree that this MOU is an agreement between public entities designed to implement disbursement or subvention of public funds from one entity to the other, and, as such, is not subject to the joint and several liability provisions of Government Code section 895 through 895.8.
- k. The Parties agree that this MOU is made solely for the benefit of the Agency, CCDC, and City, and no third person or entity shall be deemed to have any rights or remedies hereunder.
- l. Termination of this MOU shall be effected upon transfer of the Property from the Agency to the City after completion of the Project and reconciliation of all amounts owed to City for the City's provision of services in accordance with Exhibits B, C, and D.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, this MOU is executed on the date set forth above.

Dated this _____ day of _____, 2009.

THE REDEVELOPMENT AGENCY
OF THE CITY OF SAN DIEGO

By

Janice L. Weinrick
Deputy Executive Director,
Redevelopment Agency

Dated this _____ day of _____, 2009.

THE CITY OF SAN DIEGO

By

Jerry Sanders
Mayor

Dated this _____ day of _____, 2009.

THE CENTRE CITY
DEVELOPMENT CORPORATION

By

Fredric J. Maas
Chairman of the Board/CEO

APPROVED AS TO FORM AND LEGALITY

JAN I. GOLDSMITH
City Attorney

By _____
Christina L. Bellows
Deputy City Attorney

[SIGNATURE CONTINUED ON NEXT PAGE]

JAN I. GOLDSMITH
General Counsel

By _____
Kevin Reisch
Deputy General Counsel

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego and is described as follows:

LOTS 1 AND 2 IN BLOCK 288 OF MIDDLETOWN, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY J.B. JACKSON, ON FILE IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY.

**EXHIBIT B
BAYSIDE FIRE STATION PROJECT MANAGEMENT TASKS**

T A S K #	TASK DESCRIPTION	CENTRE CITY DEVELOPMENT CORPORATION			CITY OF SAN DIEGO	
		CCDC Staff	Design Consultant	Construction Manager	Fire-Rescue	Engineering & Capital Projects
1. PROJECT START-UP, PROGRAMMING AND CONCEPTUAL DESIGN						
1.1	Manage all aspects of Project Start-up; work with Fire-Rescue to organize project. COMPLETED	Lead			Support	
1.2	Select Design Consultant through CCDC Request for Qualifications (RFQ) process. COMPLETED	Lead			Support	Support
1.3	Select Public Artist through RFQ process in conjunction with the Commission for Arts and Culture staff. COMPLETED	Lead				
1.4	Complete project programming and conceptual design. COMPLETED	Support	Lead		Support	Support
1.5	Conduct necessary studies and draft MEIR Secondary Study for project. COMPLETED	Lead	Support			
1.6	Determine needs for special permits or reports such as Corps of Engineers, Coastal Permits, County Health Department, County Water Permits, Traffic Permits, etc.	Lead	Support			
1.7	Negotiate scope of services and fee with Design Consultant for design and bid phases, and draft contract. COMPLETED	Lead				
1.8	Draft Memorandum of Understanding (MOU) between City, Redevelopment Agency (Agency) and CCDC for agreement on a design, construction and oversight plan for project.	Lead			Support	Support
1.9	Open work order number - complete Form AC-256, obtain approvals and establish departments that can charge against the project.	Support				Lead
1.10	Track expenditures on a monthly basis on Auditor's APP09i screen.					Lead

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T A S K #	TASK DESCRIPTION	CENTRE CITY DEVELOPMENT CORPORATION			CITY OF SAN DIEGO	
		CCDC Staff	Design Consultant	Construction Manager	Fire-Rescue	Engineering & Capital Projects
2. DESIGN						
2.1	Obtain: (1) Agency authorization of Design Consultant contract; and (2) City, Agency and CCDC approval of MOU.	Lead			Support	Support
2.2	Manage Design Consultant and coordinate public artist's involvement with Commission for Arts and Culture staff.	Lead			Support	
2.3	Coordinate project code questions and issues (both on- and off-site) during design phase with Development Services through the Active Ministerial Project Manager system.	Support	Lead			
2.4	Attend project organizational meeting to kick off schematic design and other project team and LEED coordination meetings as necessary throughout the design stages.	Support	Lead		Support	Support
2.5	Keep communication open with overall project team during all phases of design. Continually track project schedule and notify team if schedule is slipping.	Support	Lead			
2.6	Conduct project LEED goal-setting and coordinate with outside LEED entities.		Lead			
2.7	Organize and attend a community planning meeting during schematic design.	Support	Lead		Support	
2.8	Revise MEIR Secondary Study for project as necessary in conjunction with schematic design.	Lead	Support			
2.9	Process Planned Development Permit application and obtain City Council-Agency approval for project design.	Lead	Support			
2.10	Review each design phase (includes ADA, electrical, mechanical, structural, etc). Have client department verify needs and functionality of design at 30% (preliminary), 60% and 90% design phases.				Lead	Lead
2.11	Route preliminary and 60% design development drawings to utility providers for conflict checks.		Lead			

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		CCDC Staff	Design Consultant	Construction Manager	Fire-Rescue	Engineering & Capital Projects
2. DESIGN						
2.12	Review and approve Design Consultant's and Engineering & Capital Projects requests for fee payments.	Lead				
2.13	Select Construction Management firm through CCDC RFQ process or utilize CCDC Construction Management as-needed consultant.	Lead				
2.14	Perform constructability check on 90% construction documents. Provide comments to Design Team for incorporation into plans.	Support		Lead	Support	Lead
2.15	Develop construction mobilization and staging/lay-down plan, including designation of appropriate site(s).	Lead	Support	Support		
2.16	Obtain final cost estimate, review and verify that it is within budget.	Support	Lead	Support	Support	Support
2.17	Review specifications for accuracy and any conflicts between technical sections and City regulations and incorporate specifications engineer's input. Coordinate Division 1 items with Consultant so that they don't conflict with the General Provisions and City requirements: 1) Site Construction Facility for Resident Engineer; 2) Maintenance Manuals; 3) Special Inspection requirements; 4) Submittals; 5) Warranties; 6) Project Record Documents; 7) Surveying; 8) Soils Remediation Work and Inspection; 9) Summary of Work; 10) Project Close-out; 11) Lock Shop requirements; and 12) Partnering Diagram.	Support	Lead	Support	Support	Support
2.18	Obtain approval from Development Services for permit-ready documents.	Support	Lead			Support

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T A S K #	TASK DESCRIPTION	CENTRE CITY DEVELOPMENT CORPORATION			CITY OF SAN DIEGO	
		CCDC Staff	Design Consultant	Construction Manager	Fire-Rescue	Engineering & Capital Projects
2. DESIGN						
2.19	Coordinate computer and telephone work with San Diego Data Processing Corporation.				Support	Lead
2.20	Review and sign (City Engineer) final mylars.					Lead
2.21	Obtain building permit and utility costs from Development Services to include in specifications as an allowance.	Support	Lead			Support
2.22	Submit San Diego Gas & Electric, AT&T and Cox Service Order Requests.	Support	Lead			
2.23	Obtain (1) Agency authorization to bid/award project and Design Consultant contract for construction services and project closeout (if necessary); and (2) City's acceptance of ownership from Agency and maintenance obligations (Maintenance Ordinance).	Lead			Support	Support
2.24	Process Purchase Order for funding fire apparatus at least 16 months prior to facility occupancy.	Support			Lead	

**EXHIBIT B
BAYSIDE FIRE STATION PROJECT MANAGEMENT TASKS**

T A S K #	TASK DESCRIPTION	CENTRE CITY DEVELOPMENT CORPORATION			CITY OF SAN DIEGO		
		CCDC Staff	Design Consultant	Construction Manager	Fire-Rescue	Engineering & Capital Projects	Purchasing & Contracting
3. BID							
3.1	Assemble bid package.	Lead	Support	Support		Support	Support
3.2	Review and approve bid package.	Support				Support	Lead
3.3	Advertise bid and post on City E-bid Board.	Lead					Support
3.4	Administer bid period.	Support			Support	Support	Lead
3.5	Participate in pre-bid conference.	Lead	Support	Support	Support	Support	Support
3.6	Review bid questions and prepare addendum(s) as appropriate.	Lead	Support	Support	Support	Support	Support
3.7	Issue addendum(s).	Support	Support	Support	Support	Support	Lead
3.8	Open bids.						Lead
3.9	Determine lowest responsible and responsive bidder.						Lead
3.10	Perform SCOPE review and bid analysis.						Lead
3.11	Assemble contract package.	Lead					
3.12	Award contract; distribute plans and specifications (hard copy and electronic).	Lead		Support			

**EXHIBIT B
BAYSIDE FIRE STATION PROJECT MANAGEMENT TASKS**

T A S K #	TASK DESCRIPTION	CENTRE CITY DEVELOPMENT CORPORATION			CITY OF SAN DIEGO	
		CCDC Staff	Design Consultant	Construction Manager	Fire-Rescue	Engineering & Capital Projects
4. CONSTRUCTION						
4.1 CONSTRUCTION ADMINISTRATION						
4.1.1	Hold pre-construction briefing for the Engineering & Capital Projects' Field Engineering Division and CCDC's Construction Manager regarding project background and execution.	Support	Lead	Support	Support	Support
4.1.2	Hold pre-construction meeting with contractor.			Lead (for on-site work)		Lead (for off-site work)
4.1.3	Issue Notice to Proceed.	Lead		Support		Support
4.1.4	Obtain building permits with the contractor from Development Services.	Support	Support	Lead		
4.1.5	Evaluate construction schedule and schedule of values.	Support	Support	Lead	Support	Support
4.1.6	Maintain a presence on the project site while providing communication and coordination with the contractors, design team and City.	Support	Support	Lead	Support	Support
4.1.7	Participate in all construction progress meetings, as needed.	Support	Support	Lead	Support	Support
4.1.8	Receive, distribute and track contractor RFI's. Review and provide input on contractor RFI's.	Support	Support	Lead	Support	Support
4.1.9	Review and make recommendations for approval of required contractor submittals and shop drawings.	Support	Support	Lead	Support	Support
4.1.10	Obtain approval in writing in advance by City for major scope change orders/deviations from the approved plans and specifications that affect the use, quality of material and/or maintenance of the project.	Support	Support	Lead	Support	Support
4.1.11	Prepare, distribute, track, evaluate and process contract change orders, if necessary.	Support	Support	Lead		Support
4.1.12	Receive, review and make recommendations for monthly and final contractor progress payments.	Support	Support	Lead		Support
4.1.13	Monitor the contractor's CPM construction schedule.	Support	Support	Lead		Support
4.1.14	Maintain construction records and documents in accordance with City procedures.	Support		Lead		Support
4.1.15	Work with Fire-Rescue and Design Consultant in contracting for furnishings.	Support	Support	Lead	Support	

**EXHIBIT B
BAYSIDE FIRE STATION PROJECT MANAGEMENT TASKS**

T A S K #	TASK DESCRIPTION	CENTRE CITY DEVELOPMENT CORPORATION			CITY OF SAN DIEGO	
		CCDC Staff	Design Consultant	Construction Manager	Fire-Rescue	Engineering & Capital Projects
4. CONSTRUCTION						
4.1.16	Ensure furnishings are fabricated/manufactured and delivered on schedule with opening dates.	Support		Lead	Support	
4.1.17	Coordinate drafting and recording of Grant Deed for transfer of project ownership from Agency to City with Real Estate Assets Department.	Lead				
4.1.18	Make as-built revisions to the plans based on the contractor's redline drawings.		Lead	Support		Support
4.1.19	Prepare punchlist.	Support	Support	Lead	Support	Support
4.2 CONSTRUCTION INSPECTION						
4.2.1	Provide field inspection for compliance with the plans and specifications for the following contractor operations:			Lead		
	· Hazardous materials handling			Lead		Support
	· Shoring installation and removal			Lead		Support
	· Check line and grade			Lead		Support
	· Formwork			Lead		Support
	· Reinforcing steel placement			Lead		Support
	· Concrete placement			Lead		
	· Elevator			Lead		
	· Safety orders compliance			Lead		
	· Structural excavation and back fill			Lead		
	· Stormwater management			Support		Lead
4.2.2	Provide field inspection for compliance with the plans and specifications for the work in public right-of-way.			Support		Lead
4.2.3	Prepare daily construction diaries in accordance with City standards.			Lead		Support
4.2.4	Perform special inspection by an ICBO-credentialed inspector as required by the City.			Lead		
4.2.5	Maintain photo/video records of all construction phases and activities.			Lead		

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BAYSIDE FIRE STATION PROJECT MANAGEMENT TASKS**

T A S K #	TASK DESCRIPTION	CENTRE CITY DEVELOPMENT CORPORATION			CITY OF SAN DIEGO	
		CCDC Staff	Design Consultant	Construction Manager	Fire-Rescue	Engineering & Capital Projects
4. CONSTRUCTION						
4.3 MATERIALS TESTING						
4.3.1	Perform testing and prepare City-required reports for work in public right-of-way.			Support		Lead
4.3.2	Perform monitoring, testing/classification, and reporting for all excavated soils for hazardous materials.			Lead		Support

**EXHIBIT B
BAYSIDE FIRE STATION PROJECT MANAGEMENT TASKS**

T A S K #	TASK DESCRIPTION	CENTRE CITY DEVELOPMENT CORPORATION			CITY OF SAN DIEGO	
		CCDC Staff	Design Consultant	Construction Manager	Fire-Rescue	Engineering & Capital Projects
5. PROJECT CLOSEOUT						
5.1	Establish final date of completion.	Support		Lead		Support
5.2	Collect and distribute warranty and product information to Fire-Rescue and General Services' maintenance group, as applicable.			Lead	Support	
5.3	Complete LEED certification process.		Lead			
5.4	Procure as-built drawings from Resident Engineer and contractor, and prepare as-built drawings on original mylars. Send final copies to Field Engineering Division.		Lead	Support		Support
5.5	Verify Development Services sign-off on project and Certificate of Occupancy issued.			Lead		
5.6	File Notice of Completion.	Lead				
5.7	Keep track of project expenditures and charges by City departments.	Support			Support	Lead
5.8	Transfer property title from Agency to City.	Lead				Support
5.9	Transfer utilities from contractor to Fire-Rescue.	Lead			Support	Support
5.10	Help Field Engineering Division repond to warranty requests.	Support			Lead	Support
5.11	Complete Form AC-256 and send to City Auditor for job closeout. All job order accounts will be closed and additional charges will not go through.					Lead
5.12	Keep files for two years and then purge files; return files to Fire-Rescue if wanted.				Support	Lead

EXHIBIT C
BAYSIDE FIRE STATION PROJECT
CITY PERSONNEL COSTS AND FEES

COSTS BY PROJECT PHASE AND OTHER CHARGES

PHASE or ITEM	AMOUNT
Project Start-up, Programming and Conceptual Design / Design / Bid	\$ 60,048
Construction / Project Closeout	\$ 169,592
PHASES SUB-TOTAL	\$ 229,640
Contingency (10% of Phases Sub-total)	\$ 22,964
Additional Services	\$ 17,157
Transportation	\$ 5,239
TOTAL	\$ 275,000

PERSONNEL HOURLY RATES*

POSITION	BILLING RATE (per hour)	POSITION	BILLING RATE (per hour)
Engineering & Capital Projects – AE&P		Purchasing & Contracting	
Senior Engineer PM	\$171.36	Senior Contract Specialist	\$117.65
Associate Engineer PM	\$148.49	Contract Administrator	\$82.78
Engineering & Capital Projects – Field Eng		Admin Aide II	\$81.31
Senior Engineer	\$120.42	Clerk	\$67.51
Associate Engineer	\$104.34	Facilities Maintenance	
Engineering & Capital Projects – Traffic		Senior Building Maintenance Supervisor	\$118.87
Senior Engineer	\$168.57	HVAC Mechanic	\$72.24
Associate Engineer	\$146.07	Plumber	\$72.24
Assistant Engineer	\$126.58	Electrician	\$72.24
Engineering & Capital Projects – PITS		Carpenter	\$66.45
Senior Engineer	\$170.87	Roofer	\$60.74
POII ADA	\$170.87		
CPC	\$73.26		
Associate Engineer	\$148.06		

*FY 2009 rates; rates adjusted annually as necessary per City requirement

EXHIBIT D
BAYSIDE FIRE STATION PROJECT
BASIC ACCOUNTING MECHANISMS

Basic accounting mechanisms related to implementation of the Memorandum of Understanding regarding the Bayside Fire Station are as follows:

The Agency, through CCDC, shall:

1. Assign staff to monitor work and fees.
2. Fund work order(s) adequately to ensure that funding is always available to pay City charges within the project scope.
3. Pay the City monthly for costs incurred for the services performed by the City during the prior month consistent with Exhibits B, C and D.
4. By the 1st of the month, cause the Agency to deposit the estimated monthly costs allocated for the City services for that month, based upon the cost and fee schedule in Exhibit C, excluding contingency, into a separate accounting fund specifically designated for the Project ("Fund"). Contingency shall be deposited into the Fund on a monthly pro rata basis, if needed, based upon the time remaining in the schedule for City services per phase.

The City shall:

1. Assign staff to monitor work and fees.
2. Provide cash flow to determine work order funding schedule.
3. Submit monthly statements to the Agency for payment of services performed by the City during the prior month consistent with Exhibits B, C and D.
4. At 50% of fee during the design phase and construction phase, report to CCDC whether project fee will stay within budget or notify whether project will utilize Contingency.
5. At 75% of fee for the design phase and construction phase, report to CCDC whether project fee will stay within budget or notify whether project will utilize Contingency.
6. At 100% of fee per phase, report to CCDC whether project fee will stay within budget or notify whether project will utilize Contingency.

7. If the project fee is projected to exceed the budget and Contingency due to changes in the project scope that result in additional City project management tasks, notify CCDC via email or memo, in advance of tasks being provided, with the following:
 - a. amount of funds needed;
 - b. which Exhibit B tasks are linked to the services (if applicable);
 - c. identification of the City department(s) and cost recovery positions that will provide Project services (i.e., services provided by positions paid by department overhead will not be paid by Agency under the MOU); and
 - d. general nature of services.
8. For "Additional Services" fund needs in excess of \$1,000, notify CCDC via email or memo, in advance of services being provided, with the following:
 - a. estimated amount of funds needed;
 - b. which Exhibit B tasks are linked to the services;
 - c. City department(s) that will provide Project services (services provided by positions paid by department overhead will not be paid by Agency under the MOU); and
 - d. general nature of services.