

City of San Diego

CITY CONTACT

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REQUEST FOR PROPOSAL (RFP)

PRE-CONSTRUCTION SERVICES FOR THE CONVENTION CENTER EXPANSION PHASE III PROJECT CONSTRUCTION MANAGER AT RISK

BID NO.:	_____	K-12-5795-CMAR-3-C
SAP NO. (WBS/IO/CC):	_____	S-12022
CLIENT DEPARTMENT:	_____	1000
COUNCIL DISTRICT:	_____	2
PROJECT TYPE:	_____	BT

PROPOSAL DUE

12:00 PM

AUGUST 22, 2012

CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1200 THIRD AVENUE, SUITE 200, MS 56P
SAN DIEGO, CA 92101
ATTN: CONTRACT SPECIALIST

TABLE OF CONTENTS

SECTION	PAGE NUMBER
1.0 INTRODUCTION.....	3
2.0 PHASED FUNDING	4
3.0 PRE-CONSTRUCTION SERVICES DURATION.....	5
4.0 EQUAL OPPORTUNITY.....	5
5.0 CONTRACTOR REGISTRATION	6
6.0 PAYROLL RECORDS	6
7.0 SUMMARY OF SCOPE OF WORK AND SERVICES	7
8.0 PROJECT SCHEDULE.....	7
9.0 POLICIES, PROCEDURES AND GUIDELINES	7
10.0 PRE-PROPOSAL ACTIVITIES.....	7
11.0 SPECIAL CONDITIONS	8

EXHIBITS

A	CMAR SCOPE OF WORK AND SERVICES
B	PROPOSAL SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA
C	AGENCY EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS
D	CERTIFICATION OF EXCEPTION TO RFP DOCUMENTS
E	PSA (to be provided via Addendum, only included “SCOPE OF SERVICES” from The PSA at this time)
F	CSA (to be provided via addendum)
G	PHASED FUNDING AGREEMENT
H	PROJECT LOCATION MAP
I	PRELIMINARY DESIGN
J	FORMS

1.0 INTRODUCTION

- 1.1 The City of San Diego (City), Public Works Department is requesting Proposals for Construction Manager At Risk (CMAR) pre-construction services for the **Convention Center Expansion Phase III Project** (Project).
- 1.2 This Request for Proposals (RFP) is issued pursuant to San Diego Municipal Code (SDMC) Section 22.3803(b) as the second step in the City's public procurement process for the selection of a qualified Construction Manager (CM) for the Project. The City will not reimburse the respondents for costs incurred in the preparation, submittal, and participation in the RFP process.
- 1.3 CMAR projects are delivered through two separate contracts pursuant to SDMC Section 22.3808; (1) a Pre-construction Services agreement (PSA) and (2) a Construction Services agreement (CSA). The required CMAR services will be funded in 2 stages.
 - 1.3.1 Stage I includes activities such as pre-construction design assistance, cost estimating, value engineering, certain design and limited early construction services when specified, services necessary to develop and approve the Guaranteed Maximum Price (GMP), and preparation of the Stage II contracting plan and schedule under the Agreement.
 - 1.3.2 Stage II will include construction management, bidding, construction, start-up, and close out services, which will be as described in the RFP. The approval of the Mayor and City Council is necessary prior to proceeding to Stage II.
- 1.1 The selected CM will initially enter into an Agreement with the City for the Stage I (i.e., Pre-construction Services). A draft Agreement including the terms and conditions is included in this RFP. See Exhibit E of this RFP. The second agreement, herein previously referred to as the Contract may be formed following the City's acceptance of the GMP for Stage II (i.e., Construction Services).
- 1.2 The selected CM will initially enter into a PSA with the City for the Stage I (i.e., Pre-construction Services). A draft PSA including the terms and conditions is included in this RFP. See Exhibit E of this RFP. The CSA may be formed following the City's acceptance of the GMP for Stage II (i.e., Construction Services).
- 1.3 The City has undertaken the solicitation process for the Project in 2 steps. The first step of the solicitation was the public advertising of Request for Qualifications (RFQ) and receipt of Statements of Qualifications (SOQs) from respondents. The second part of the solicitation process is issuing this RFP to firms shortlisted based on the evaluation of the SOQs received. The City has completed the evaluation process under the first step of the procurement and this RFP is being issued exclusively to the selected firms for the second step of the selection process. These firms in alphabetical order are:
 - Balfour Beatty – Austin, A Joint Venture
 - Clark/Hunt SDCC, A Joint Venture
 - Hensel Phelps Construction Co.
 - PCL-Turner, A Joint Venture
 - Tishman/Swinerton Joint Venture

- 1.4 Proposals from any other firms will not be considered for this process and will be rejected as unsolicited Proposals. Following receipt of Proposals from the short-listed respondents, the City reserves the right to request additional information or clarifications from or interview any or all CMs. Upon completion of the evaluation of proposals the City will select one respondent to enter into negotiations for Stage I work.
- 1.5 The PSA will be negotiated with the CM following the selection of the apparent winner and executed prior to the City issuing the Notice to Proceed (NTP) to the CM.
- 1.6 The Agreement is an hourly contract including reasonably related expenses, in a lump sum amount that may not be exceeded.
- 1.7 The City's Standard Specifications for Public Works including the WHITEBOOK is available on the City's website (<http://www.sandiego.gov/engineering-cip/services/consultcontract/edocref/index.shtml>). The City's standard construction special provisions e.g., Supplementary Special Provisions are available upon request.
- 1.8 The CM shall demonstrate to the City that CM's required license(s) for this project are valid when the PSA is executed. Failure to comply with this requirement may result in **the rejection of the Proposal**.
- 1.9 This RFP describes the Project, the required scope of work and services during each phase, the CM selection process, and the information that shall be included in the Proposal.
- 1.10 The City's review will include an evaluation of the CM's technical proposal, methodology, design review, proposed 3D and 4D Virtual Design and Construction (VDC) and Building Information Model (BIM) and prior experience, cost analysis, value engineering ideas, and business terms and conditions.
- 1.11 The respondents to the City's solicitation for Pre-construction Services shall be responsible for becoming familiar with the Project site and available documentation associated with the existing facilities impacted by the proposed work. Requests for site access and available documentation related to the City owned facilities impacted by the proposed work shall be coordinated with the City.
- 1.12 This Project is subject to the State Prevailing Wage Laws. Copies of the prevailing rate of per diem wages may be found at:

http://www.dir.ca.gov/dlsr/statistics_research.html.
- 1.13 The Construction Contract is subject to mandatory use of apprentices on this Project.

2.0 **PHASED FUNDING**

- 2.1 The Agreement may be subject to phased funding as specified in the RFQ. If the Agreement is subject to phased funding, the City will send the selected CM, within 10 Working Days from the date of the ranking or notice, the first Phase Funding Schedule Agreement for execution. Failure to execute the first Phased Funding Schedule Agreement within 10 Working Day after receipt may result in the Proposal being rejected as **non-responsive** and the cancelation of the Pre-construction Services Agreement as tendered.

3.0 **PRE-CONSTRUCTION SERVICES DURATION:** The time for completion of the Pre-construction Services shall be 520 Working Days from the NTP.

4.0 **EQUAL OPPORTUNITY**

4.1 **General**

4.1.1 The City strongly encourages the participation of certified Small and/or Emerging Local, Disadvantaged, Minority, Woman, and Disabled Veteran Owned Business Enterprises (SLBE, ELBE, DBE, MBE, WBE, and DVBEs) on this project. In addition, the provision of equal opportunity in employment and strict adherence to the City's Non-Discrimination Ordinance are requirements.

4.1.2 The CM's commitment to the City's principles of equal opportunity will be evaluated as referenced in Exhibit B and specified in Exhibit C.

4.1.3 The ability of the CM to adhere to its Strategic Plan (see Section 4.3 below) for the duration of PSA and CSA may be evaluated by the City for future SOQs and Proposals. A negative variance between the Strategic Plan and actual performance may negatively affect the CM's competitiveness for future awards. The CM's progress toward achievement of Equal Opportunity requirements shall be routinely reported to the Mayor, City Council and Citizens Equal Opportunity Commission.

4.2 **Subcontracting Participation**

4.2.1 A 25% subcontracting (i.e., SLBE, ELBE, and DVBE) participation goal has been established for each stage of the project i.e., Stage I (Pre-construction Services) and Stage II (Construction Services). All firms must be certified by City approved agencies in order for the CM to receive credit. This goal is based on the total agreement amount. The Proposal for the Pre-Construction Services (Stage I) will be deemed **non-responsive** if it fails to provide a detailed strategic plan described below.

4.2.2 The equal opportunity subcontracting participation requirements will be replaced or modified by the requirements of the funding source when the Contract is funded by other agencies e.g., Federal and State. See Exhibit C for the funding agency requirements (when applicable).

4.3 **Equal Opportunity Contracting Strategic Plan**

4.3.1 The CM shall prepare a detailed strategic plan outlining their certified firm participation level commitment and the specific actions they will take to meet their commitment for the Pre-Construction Services. The CM may count both 1st and 2nd tier subcontracts for Construction Services only. However, percentages shall be identified by tier (e.g., 25% total commitment, 15% tier 1 and 10% tier 2).

4.3.2 The CM's strategic plan shall include, at minimum, the following:

1. Participation level commitment percentage broken down by tier for each stage;

2. General categories of subcontracting opportunities anticipated for goal achievement;
3. Mentorship programs for both subcontracting and employment;
4. Veteran business inclusion and employment plan;
5. Apprenticeship utilization plan;
6. Description of how state prevailing wage laws (including subcontractor compliance & employee interviews) will be monitored;
7. Performance outcomes, milestones, and reporting; and
8. The individual responsible for the plan and its performance.

4.3.3 The CM's strategic plan shall also include a section describing the CM's general approach for achieving the subcontracting participation during GMP negotiations.

5.0 CONTRACTOR REGISTRATION

5.1 Prior to the Award of the Agreement, the CM and its 1st tier Subcontractors and Suppliers must register with the City's web-based contract compliance i.e., Prism® portal at: <https://pro.prismcompliance.com/default.aspx>

6.0 PAYROLL RECORDS.

6.1 The CM's attention is directed to the City's Labor Compliance Program, Section IV, and the State of California Labor Code §§1771.5 (b) and 1776. These require, in part, that the CM and Subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

6.2 The CM and Subcontractors shall submit weekly certified payrolls reflecting the wages of all CM's and Subcontractors' employees engaged in the Work online via Prism®.

6.3 The CM and Subcontractors and Suppliers shall submit Monthly Employment Utilization Reporting and Monthly Payment Reporting by the 5th day of the subsequent month via Prism®.

6.4 Incomplete or delinquent reporting may cause payment delays, non-payment of invoice, or both.

7.0 SUMMARY OF SCOPE OF WORK AND SERVICES

7.1 The scope of work and services remain the same as specified in the RFQ. except as follows:

7.1.1 See RFQ, Addendum 1 and Section 8.14 of this RFP for Virtual Design and Construction (VDC), digital Building Information Model (BIM), and Coordination Drawings requirements.

8.0 PROJECT SCHEDULE

8.1 The Project milestones are provided for reference only. The City reserves the right to modify the dates presented herein at their sole discretion. The dates beyond the NTP for Stage I services are tentative and will be confirmed at a later date.

- | | |
|--|--------------------|
| 1. Pre-proposal Meeting | August 8, 2012 |
| 2. Proposal Due Date | August 22, 2012 |
| 3. Presentations/Interviews | August 27-28, 2012 |
| 4. Council Approval | October, 2012 |
| 5. Issue NTP for Pre-Construction Services | April, 2013 |
| 6. GMP Negotiation | January, 2014 |

9.0 POLICIES, PROCEDURES, AND GUIDELINES

9.1 The selection process is based on the policies, procedures and guidelines contained in the City Municipal Code Chapter 2, Article 2, Division 38.

9.2 Ranking Panel (Panel) will be established for this Project and will include 5-7 representatives from the City and others, as required.

9.3 The Panel will review all Proposals received and interview each CM. The Panel will rank the CMs as to qualifications and forward the Panel's ranked listing of the CMs to the Mayor or designee.

9.4 The Mayor or designee will make the final recommendation to City Council concerning the proposed agreement.

10.0 PRE-PROPOSAL ACTIVITIES

10.1 Questions Concerning RFP

10.1.1 All questions and comments related to this RFP shall be directed to the Contract Specialist listed on the cover of this RFP no later than **14 days prior to Proposal due date.**

10.1.2 Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda to all registered recipients of this RFP. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the respondent's responsibility to review any addenda that have been issued and to incorporate any addenda into its Proposal as applicable.

10.2 Pre-Proposal Meeting

10.2.1 A **mandatory** Pre-Proposal Meeting will be held as shown under Project Schedule above **from 10:00 AM to 11:00 AM**, at 1200 Third Avenue, Suite 200, large conference room, San Diego, CA, 92101. Potential CMs are required to attend. At least 1 member of a CM's team to be present at the Pre-Proposal Meeting. The CM shall receive and apply all information discussed at the Pre-Proposal Meeting.

10.2.2 The City may determine a CM is ineligible to submit a Proposal if the CM fails to attend the Pre-Proposal Meeting on time.

10.3 Revision to the RFP

10.3.1 The City reserves the right to revise the RFP prior to the date that Proposals are due. Revisions to the RFP will be mailed to all registered RFP holders. The City reserves the right to extend the date by which the Proposals are due.

11.0 SPECIAL CONDITIONS

11.1 Risk Posture

11.1.1 The selected CM shall indemnify and hold harmless the City for claims, suits, losses or damages arising out of the negligent acts, errors, or omissions of the CM or Subcontractors as applicable to the CM's scope of work and services attributable to the design effort during Stage I.

11.2 Reservations

11.2.1 This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for Work. The City may reject all Proposals if in the best interests of the City.

11.3 Public Records

11.3.1 In accordance with the California Public Records Act (California Government Code §6250 et seq.) the City may be required to disclose records in the custody of the City unless the information being sought is exempt (see Government Code §§6254 through 6255). Once submitted, all SOQs and Proposals shall become the property of the City and may be subject to public review.

11.3.2 The CM understands and agrees that the PSA and the CSA shall provide for full disclosure to the City of all documents and information by the CM, including but not limited to estimates, schedules, records of direct and indirect costs, field and home office overhead calculations, subcontracts, records of payment, and any other data or document deemed by the City to be relevant to the Project. The Proposal's Executive Summary shall contain the statement required by the RFP relating to assertions of a privilege of nondisclosure.

11.4 Right to Cancel

11.4.1 The City reserves the right to amend, revise, or change, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the City amends, revises, or cancels the RFP, all CMs will be notified in writing by the City.

11.5 Release of Information by the CM

11.5.1 Selection announcements, contract awards, and all data provided by the City shall be protected by the CM from public disclosure. CMs desiring to release information to the public, shall receive prior written approval from the City.

11.6 Changes to Key Personnel and Substitution of Subcontractors

11.6.1 The CM shall not change or substitute any individual that is identified as “key personnel” in its SOQ and Proposal without the written approval from the City.

11.6.2 The CM shall not change or substitute any material, Supplier, or Subcontractor identified in its SOQ and Proposal without written consent of the City.

11.7 Use of Reference Documents and Pre-Design Reports

11.7.1 Pre-design documentation for the Project is available for review by the respondents at the following City website link:

<http://www.portofsandiego.org/convention-center-expansion-project/3010-draft-eir-for-san-diego-convention-center-expansion-hotel-project-available.html>

11.7.2 The documents provided are for informational purposes only. The City shall not be responsible for the information contained in the documents unless such are specifically referenced and defined in the PSA or CSA.

11.8 Scheduling and Management Reporting Systems

11.8.1 The CM will be required to use the latest version of the Primavera Project Management and Scheduling Software or approved equal.

11.8.2 The City will require the CM to submit and maintain a task-oriented computerized schedule for completing the Work over the life of the Project.

11.8.3 The CM shall anticipate that the development of this schedule will require at least 3 steps prior to submittal to the City for review and acceptance; (1) development of a work breakdown structure by the CM; (2) development of interface procedures (and software, if necessary) to communicate from the CM's computer networking software to the City's software (i.e., Primavera system), and (3) development of an activity network.

11.8.4 The City will utilize the schedule information supplied by the CM to review progress payments and to monitor the progress of the project against the agreed schedule requirements.

11.9 Additional Special Conditions

11.9.1 The CM shall extend to the City a Proposal validity period of at least 120 calendar days. The CM shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule

which would be adjusted as mutually agreed upon by the City and the CM. The CM, by submitting a response to this RFP, agrees to provide the Proposal team and services for the terms and conditions noted in this RFP and its attachments, if awarded by the City.

11.10 Virtual Design and Construction (VDC), Digital Building Information Model (BIM), and Coordination Drawings.

11.10.1 It is expected that, to the greatest extent applicable, the CM will employ VDC and BIM tools to facilitate the construction, coordination, scheduling and phasing of the Work. See Exhibit A for details.

RFP - EXHIBIT A
SCOPE OF WORK AND SERVICES
CONSTRUCTION MANAGER AT RISK

RFP - EXHIBIT A

CMAR SCOPE OF WORK AND SERVICES

The following describes the general scope of work for **Stage I (Pre-construction Services)** and **Stage II (Construction Services)** as defined herein.

1. STAGE I – PRE-CONSTRUCTION SERVICES

- 1.1** The City wishes to engage a CM to provide input to the design team during the early stages of design development to maximize opportunities for Value Engineering (VE), constructability review, some design, and to monitor the project's hard construction cost at various design stages to assure that the final design and the results of a competitive bidding process are within the City's budget limitations. The CM will also advise the City and the Consultant regarding the costs of alternative materials and construction methods, which may reduce the Project's cost and schedule without reducing the quality of the work or altering the design intent of the Consultant.
- 1.2** The CM shall meet with the City and the Consultant in design workshops twice monthly throughout the Stage I.
- 1.3** The CM shall review the design documents for clarity, consistency, constructability and coordination among the constructors. The results of the review shall be provided in writing as notations on the documents. The CM shall expedite the City's design reviews by compiling and conveying the City's comments to the Consultant.
- 1.4** The CM shall give the City all data of which it is aware concerning patents or copyrights for inclusion in Contract Documents.
- 1.5** The CM is not responsible for providing, nor does the CM control the Project design and contents of the design documents except for those prepared by the CM.
- 1.6** The CM shall coordinate transmittal of documents to regulatory agencies for review and shall advise of potential problems in completing such reviews.
- 1.7** The CM shall analyze and report to the City the cost of various design and construction alternatives, including CM's assumptions in preparing its analysis, a variance analysis between budget and cost estimate, and recommendations for any adjustments to the budget. As a part of the cost analysis, the CM in collaboration with the design team and Convention Center, shall consider costs relating to efficiency, usable life, maintenance, energy, and operation.
- 1.8** The CM shall prepare one or more Guaranteed Maximum Price (GMP) for the Project's construction phase while the design development phase is being completed.
- 1.9** The GMP shall include construction costs of work self-performed by the CM (when authorized), Subcontractors, general conditions performed by the CM or others, selected assistance during the completion of final Plans and Specifications for the Project, and allowances for certain fees, permits, and reimbursable expenses that would be administered by the CM and reimbursed by the City at cost without markup.
- 1.10** The CM shall be responsible for engaging necessary consultants for all Special Inspection services, reviewed and approved by the City.
- 1.11** The Project control shall include, but may not be limited to, the following:

- 1.11.1** Monthly Project status reports
 - 1.11.2** Coordination and interface with the City and its Consultant(s)
 - 1.11.3** Progress meetings including but not limited to workshops every two weeks with the design team in the local office of the Consultant during design and pre-construction, and monthly OAC meetings and weekly construction team meetings throughout the construction phase.
 - 1.11.4** Meetings with other agencies
 - 1.11.5** Suppliers and Subcontractors management
 - 1.11.6** Document control
 - 1.11.7** Bidding, evaluation, and subcontract award
 - 1.11.8** Quality assurance and quality control
- 1.12** The City will require the CM to submit and maintain a task-oriented, cost loaded computerized schedule for completing the Work on the Project within the time provided in the contracts. The schedule and cost tracking shall be in accordance with all City standards and policies.
- 1.13** The CM shall include design-build services for components such as fire sprinklers, some mechanical, etc. and to provide Shop Drawings and Working Drawings based on approved Plans and Specifications prepared by the Consultant for which the CM would have final design responsibility. The GMP shall include all costs associated with the design and construction of these portions of the Work.
- 1.14** Provide professional errors and omissions insurance as needed to cover any design-build services and constructability review directions provided by the CM.
- 1.15** Notify the City in writing during design review whenever the CM determines that any alteration to the Plans or Specifications will cause an increase in construction costs.
- 1.16** Identify all permit requirements and coordinate with the Consultant applications and support documents necessary for obtaining construction related permits and obtaining the permits identified in the Contract Documents.
- 1.17** Obtain and pay for, as a reimbursable cost, plan check fees general building permit and all ancillary permits and licenses, including, but not limited to, demolition permits and grading permits.
- 1.18** Provide detailed cost estimates during the Stage I services with high-low range. Provide design adjustment and VE recommendations as necessary to reduce the high range budget to a target of 5% below the City's maximum target GMP value with a contingency target of less than 3.5% of the hard construction cost.
- 1.19** In a format acceptable to the City, provide construction cost estimates during Stage I services to support VE and constructability reviews. Update cost estimates as needed to track changes of greater than 1% in the overall construction cost but not less frequently than every 3 months. Revise these estimates once accepted VE recommendations and other review comments have been incorporated into the Contract Documents. Provide final opinion of probable construction costs prior to submitting the GMP.
- 1.20** Determine and establish the sequence of construction. The respondent shall recognize

that the City may approve the establishment of multiple work packages in order to expedite the Project schedule. Respondent may therefore be requested to provide recommendations on the development of work packages that each would receive a GMP, whereby the sum of the individual GMPs constitute the entire scope and cost of the Project as defined by the contracts. The respondent may also be requested to identify separate bid packages to accomplish construction of the Project in compliance with Funding stages, should such funding be applicable to the Project.

1.21 Following completion of each cost update, notify the City within 5 Working Days in writing whenever the CM reasonably believes that the cost of the Project is likely to exceed the GMP and include in said notice:

1.21.1 An itemized cost breakdown estimate.

1.21.2 Develop recommended revisions to Project scope, design criteria, and Construction Schedule and provide cost estimates for changes which the CM believes will bring the Project within the GMP.

1.21.3 Assist the City and Consultant in reviewing the itemized cost breakdown and recommend revisions so that City can revise the scope of the Project so that the GMP is not exceeded.

1.22 Develop construction stage material delivery, inventory, and assembly, and waste disposal plans.

1.23 During the Stage I services, provide recommendations to the Consultant regarding alternative materials and methods of construction.

1.24 Research Air Pollution Control District and noise abatement requirements, along with any hazardous materials management requirements of NFPA, Cal-OSHA, and the City Fire Department. Develop a dewatering plan, an air pollution control plan, a noise abatement plan, and a hazardous materials management plan, if required, as they relate to the execution of the construction work.

1.25 Community Outreach

1.25.1 Attend community meetings during design and construction.

1.25.2 Provide input as to how the construction activities or equipment will affect access to the public facilities and businesses located within or near the Project area.

1.25.3 Provide input about construction activities that will produce more than average noise levels.

1.25.4 Provide input as to how construction activities may affect residents and business in ways other than listed above (e.g., water outages, staging of equipment, etc.).

1.26 OCIP and CCIP

1.26.1 Evaluate project costs related to developing an Owner Controlled Insurance Program (OCIPs) and Contractor Controlled Insurance Program (CCIPs).

1.26.2 Provide recommendations to the City and if accepted work with the Consultant to evaluate options and costs.

1.26.3 The City reserves the right to issue an (OCIPs).

1.27 Stage I Services - GMP Stage

1.27.1 The GMP Proposals for the Work shall be presented in a format acceptable to the City. The City may request a GMP Proposal for all or any portion of the Project and at any time during the Stage I services.

1.27.2 GMP Proposals submitted shall be based on, and consistent with, the current cost estimate at the time of the request, the associated estimates for construction costs, and include any clarifications or assumptions upon which the GMP Proposal(s) are based.

1.27.3 The CM will prepare its GMP based on the most current completed Plans and Specifications that have been prepared by the Consultant and reviewed by the CM at that time. The Plans and Specifications shall become a part of the CSA for Stage II work.

1.27.4 An updated Project Schedule shall be included with any GMP Proposal(s) that reflects the GMP related Plans and Specifications.

1.27.5 The GMP shall be comprised of, but not necessarily limited to, the following not-to-exceed cost reimbursable or lump sum amounts, which shall be further defined in the contracts:

1. Cost of the Work
2. General Conditions Costs
3. Construction Fee
4. Reimbursable
5. City's Contingency
6. CMAR Contingency
7. Insurance Costs

1.27.6 The use and control of contingencies for the Project shall be further described in the CSA for Stage II services.

1.27.7 Taxes shall be included in the various GMP components and are deemed to include all sales, use, consumer and other taxes which are legally enacted when the final GMP(s) were established and agreed upon by the CM and the City, whether or not yet effective or merely scheduled to go into effect.

1.27.8 GMP savings resulting from a lower actual project cost than anticipated by the CMAR remaining at the end of the Project will revert to the City as defined in the CSA for Stage II services.

1.27.9 GMP Proposal(s) Review and Approval:

1. The CM will meet with the City to review the GMP Proposal(s) and the written statement of its basis. If the City discovers inconsistencies or

inaccuracies in the information presented, the CM will make adjustments as necessary to the GMP Proposal, its basis, or both.

2. The City upon receipt of any GMP Proposal from the CM, may submit the GMP documents including the related Plans and Specifications, to an independent third party for review and verification. The third party will develop an independent estimate of the cost of the Work and review the Project Schedule for the associated scope of the GMP Proposals.
3. If the CM's GMP Proposal is greater than the independent third party estimate for the Cost of Work, the CM as part of its GMP, or as a separate report, within 5 Working Days of a written request by the City shall identify, explain, and substantiate the differences. The CM may be requested to, or at its own discretion, submit a revised GMP Proposal for consideration to the City. At that time, the City may do one of the following:
 - a) Accept the CM's original or revised GMP Proposal, if within City's budget, without comment.
 - b) Accept the CM's original or revised GMP Proposal that exceeds the City's budget, and indicate in writing to the CM that the Project budget has been increased to fund the differences, or
 - c) Reject the CM's original and revised Proposal because it exceeds the City's budget, in which event; the City may reject the GMP or terminate the PSA and not enter into the CSA with the CM for the Stage II services. The City may then elect to undertake the Work based on completion of final Plans and Specifications for the Project and select a contractor using another competitive bidding process.

1.27.10 If during the review and negotiation of the CSA related to Stage II services, there are design changes to the Project, the City will require the Consultant to revise the Plans and Specifications. Such revised Plans and Specifications will be furnished to the CM. The CM will promptly notify the City in writing if any such revised Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications that are a part of the terms and conditions of the CSA for Stage II services.

1.27.11 Except for management and project administration, a CM shall not perform any construction services with its own forces or the forces of any affiliated entity. If the CM desires to self-perform certain portions of the Work, it will request to be one of the approved subcontractor bidders for those specific bid packages. If events warrant, the City, at its sole discretion, may allow the CM to self-perform certain portions of the Work provided that it does not reduce the required subcontracting participation percentages. If the City indicates that Proposals of self-performing part(s) of the Work by CM will be acceptable, for any subsequent RFPs, all trades proposed to be self-performed by the CM shall be obtained pursuant to competitive bidding under subsection (a)(1) of §22.3809 i.e., lowest responsible bid.

1.28 For the purpose of satisfying the subcontracting participation requirements, Subcontractors include only the 1st tier subcontractors who have directly entered into construction services agreements with the CM and 2nd tier subcontractors who have directly entered into construction services agreements with the 1st tier subcontractors.

- 1.29** Unless authorized otherwise by the City, every 1st tier Subcontractor shall perform, with its own organization, work amounting to at least 50% of the Subcontract value.
- 1.30** The CM shall ensure the Work could be bid so that bidders submit bids to the CM on a proper work breakdown that would facilitate subcontracting opportunities with the certified SLBE-ELBE and DVBE firms.
- 1.31** The CM shall, as part of the Stage I services and in accordance with the City's standard bid and award process, prepare bidding documents, advertise for, and obtain competitive bids for Subcontracts for proposed construction services agreements and commit in its Proposal for a GMP to award all Subcontracts utilizing best value for price and qualifications as proposed by the CM and agreed to by the City, in accordance with SDMC Section 22.3809(a)(3). The evaluation criteria will be published and the weights established in the CM's bid documents.
- 1.32** The acceptance of the Contract GMP is contingent upon the CM's compliance with all standards of the City for the competitive solicitation of subcontracted trades and materials and bidding. All bids for subcontracts in any construction services agreement shall be opened and published and provided to the City without reservation or redaction as part of the Proposal and negotiation process for any construction services agreement. The City will observe the public bidding process, may administer bidding itself for any subcontracted work, or direct the bidding procedures to be used by the CM.
- 1.32.1** Prepare all necessary documents for bidding the Work, not approved by the City for self-performance or negotiated prior to establishing GMP, which shall include at least:
- 1.** Instructions to bidders;
 - 2.** General and special conditions;
 - 3.** Form of bid;
 - 4.** Form of bonds.
- 1.32.2** Prepare and submit to the City for review, separate bid packages as the CM determines appropriate to enable the construction of the Project to proceed in an efficient and cost effective manner and to encourage ELBE, SLBE, and DVBE participation;
- 1.32.3** Develop and administer a subcontractor pre-qualification procedure in a manner equivalent to the City's pre-qualification standards for those bid packages for which the CM and City agree a pre-qualification procedure is required.
- 1.32.4** Develop Subcontractor and Supplier interest, submit the names of a minimum of 3 qualified Subcontractors or Suppliers for each trade in the Project for approval by the City and solicit bids for the various Work categories. The CM shall identify the Subcontractors and Suppliers certification status and during the bidding process shall keep the City informed on the progress of meeting the desired subcontracting participation percentages.
- 1.32.5** If there are not 3 qualified Subcontractors or Suppliers available for a specific trade or there are extenuating circumstances warranting such, the CM may request approval by the City to submit less than three 3 names. Without prior written notice to the City, no change in the recommended Subcontractors or

Suppliers will be allowed.

- 1.32.6** Schedule and conduct pre-bid conferences to answer questions posed by bidders; said answers and any other information required to provide clarification to the Construction Documents during the bidding process shall be issued as written addenda and provided to all prospective bidders;
- 1.32.7** Review bids and information submitted with the bids for compliance with bid, Equal Opportunity Contracting Program (EOCP) requirements.
- 1.32.8** Prepare bid evaluation tables and deliver contract documents incorporating all addenda. New drawings will not be issued by the Consultant for every bid. Conduct pre-construction conference(s) for the successful bidder(s).
- 1.32.9** Analyze all bids and award contracts to selected Subcontractor(s) in accordance with procedures included in the PSA and CSA. Provide bid breakdown at a minimum to each trade involved, sufficient for the purpose of progress billing for construction.
- 1.32.10** The CM shall be responsible for entering into contracts, in the CM's own name and not as an agent of the City. The CM shall be responsible for ensuring that these contracts fully comply with all applicable local, state and federal laws and regulations.

2. STAGE II - CONSTRUCTION SERVICES

- 3.1** The CM's services in construction stage shall be as specified in the CSA for Stage II services. In general, the CM will have the traditional role of general contractor during construction of the Project. Following the construction NTP, the CM will assume the risk of delivering the Project based upon the agreed upon cost and schedule. The Project may require multiple GMPs.
- 3.2** The CM will be responsible for construction means and methods, and will be required to solicit competitive bids from Subcontractors to perform the Work as previously described herein. The CM may also compete to self-perform work as discussed earlier in this RFP.
- 3.3** Stage II (i.e., Construction Services) provided by the CM may include, but not necessarily be limited to, the following:
 - 3.3.1** Provide all City required bonding and insurance during the construction period.
 - 3.3.2** Provide contract administration, and inspection staff, including specialists, necessary for the functional, safe, on budget, and on-schedule completion of the Project, starting with the issuance of a NTP from the City and extending through Acceptance.
 - 3.3.3** Coordinate with various City departments and other agencies such as utility companies.
 - 3.3.4** Arrange for procurement of materials and equipment.
 - 3.3.5** Schedule and manage Site operations.
 - 3.3.6** Take steps needed to ensure the operational integrity of existing facilities.

- 3.3.7** Provide services needed to support the deliverables and requirements contained in the Consultant's contract with the City for services during the construction period.
- 3.3.8** Provide pre-qualifying, bidding, awarding, and managing construction related contracts and subcontracts while meeting the City's procurement policies as required by the PSA and CSA.
- 3.3.9** Provide a comprehensive quality controls plan and manage all aspects of the plan. The City staff will perform inspection to verify compliance with the Contract Documents. The CM shall ensure construction compliance with applicable local, state, and federal codes, building and environmental permit requirements, and construction mitigation documents and compliance with the Contract Documents.
- 3.3.10** Address City Project related issues and developing processes for communication and information management.
- 3.3.11** Maintain a safe work site for all Project participants.
- 3.3.12** Prepare and present information concerning the Project to elected and appointed officials and the public as deemed needed by the City.
- 3.3.13** Receive, monitor, and review the cost of all Change Orders, then meet with the City to explain and negotiate the resolution, and be responsible for any gaps in the Work even if related to the Plans and Specifications, items not included in Subcontractor's bids, and interface between all Subcontractors. All of these within the CM controlled contingency to be included within the GMP which may not be used to supplement the general requirements. This CM controlled contingency shall not exceed the specified target percent of the sum of all subcontracted hard construction costs. The CM will establish a schedule of all contingency, holds and allowances which can be monitored monthly and, when the total is greater than the required hold level, the excess can be reallocated to project enhancements or transferred to the City controlled Contingency which is included in the CSA.
- 3.3.14** Take the lead in receiving RFI's, forwarding RFI's to the Consultant(s) and the City for their review, and coordinating responses. The CM shall be proactive in monitoring and tracking all RFI's and shall not simply forward them to the Consultant(s) or the City. Prepare a detailed description of all necessary procedures and methods, including a detailed description of the quality control program, to be utilized by CM in performing its services under Stage II services (Construction Management Plan).
- 3.3.15** Prepare, submit for City review and written approval, and implement a Project Startup and Testing Plan for any mechanical, electrical, instrumentation and controls equipment and systems for the Project.
- 3.3.16** As applicable for the Project identified under this RFP, develop a comprehensive start-up, testing and commissioning plan, direct its completion, monitor all tests, and prepare all documentation required by the provisions of the Contract Documents.
- 3.3.17** As applicable for the Project identified under this RFP, conduct operator training

sessions for any operable equipment (e.g., mechanical equipment, control systems, building systems, etc.) for the Project.

3.3.18 As applicable for the Project identified under this RFP, supervise, manage, and coordinate Project startup and testing activities within the provisions of the Contract Documents.

3.3.19 Report to the City all warranty disputes.

3.3.20 Proceed to resolve such disputes after having submitted to the City for review and approval the CM's approach for obtaining resolution for the dispute.

3.4 The CM shall develop and maintain 3D BIM of the Work that includes CM-developed and Shop Drawing level information of the following building components and systems:

3.4.1 Building structure, including but not limited to, foundations, columns, beams, joists, purlins, floor and roof decking and fill, bracing, and load-bearing walls.

3.4.2 HVAC systems, including but not limited to, HVAC piping and pumps, air distribution ductwork, fans, air terminal units, air outlets and inlets; central cooling equipment compressors, chillers, condensers, and cooling towers; boilers, heat exchangers and packaged and/or custom air-handling units and thermal storage systems.

3.4.3 Plumbing systems, including but not limited to, water distribution, storm drainage and sanitary sewerage waste and vent piping, water-heaters and plumbing fixtures.

3.4.4 Fire suppression systems, including but not limited to, standpipes, sprinkler systems, fire pumps, and non-water-based fire-extinguishing systems.

3.4.5 Electrical systems, including but not limited to, conduit greater than 1.5" in diameter, or bundled conduits, cable-tray, transformers, switchgear, switchboards, panel boards, generators, lightning protection and lighting.

3.4.6 Communication systems, including but not limited to, structured cabling, premise wiring distribution system, equipment room fittings, racks, frames and enclosures, data communications switches, hubs, and routers, common use systems, and paging systems

3.4.7 Conveying systems including elevators and escalators.

3.4.8 Architectural building systems including interior and exterior walls, windows, curtain walls, ceilings, and roof.

3.4.9 Collision Detection Reports: Based on information developed and included in the CM's 3D BIM, perform collision/interference checking and develop reports for review and resolution by the integrated Contractor team, including subcontractors, manufacturers and suppliers, working with Consultant where needed prior to release of fabrication drawings.

3.4.10 Schedule Visualization: Develop and maintain a three-dimension building information model for the express purpose of visually demonstrating and communicating Project Schedule and phasing to the Engineer, Consultant, Subcontractors, and Suppliers as applicable. The model shall include all major

building systems and shall be constructed in such a fashion as to permit animation showing sequential construction of the project based on and driven by the approved construction scheduling software.

3.4.11 Coordination Model and Drawings: Using the CM-developed BIM, prepare coordination drawings and interference reports in accordance with requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, modeled and drawn accurately enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a) Use applicable model and Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b) Coordinate the addition of trade-specific information to the coordination model and drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c) Incorporate seismic support elements for all portions of the Work, and provide suggested alternate routing to resolve spatial conflicts.
 - d) Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - e) Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - f) Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - g) Indicate required installation sequences.
 - h) Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Consultant indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the CSA.
2. Coordination Model and Drawing Organization: Organize coordination model and drawings as follows:
 - a) Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire protection, fire alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
 - b) Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work.

Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.

- c) Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire protection, fire alarm, and electrical equipment.
 - d) Structural Penetrations: Indicate penetrations and openings required for all disciplines.
 - e) Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
 - f) Mechanical and Plumbing Work: Show the following:
 - 1. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
 - 2. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
 - 3. Fire-rated enclosures around ductwork.
 - g) Electrical Work: Show the following:
 - 1. Runs of vertical and horizontal conduit 1-1/4 inch diameter and larger.
 - 2. Runs of multiple vertical and horizontal conduit that together measures 3 inches and larger.
 - 3. Cable tray.
 - 4. Light fixture, exit light, emergency battery pack, smoke detector, and other fire alarm locations.
 - 5. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
 - 6. Location of pull boxes and junction boxes dimensioned from column center lines.
 - h) Fire Protection System: Show the locations of standpipes, mains piping, branch lines, pipe drops, isolation valves, pipe bracing and sprinkler heads.
- 3.** Review: The City and Consultant will participate in frequent and regular BIM coordination and review meetings and will review coordination model and drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are the CM's responsibility. If the Consultant determines that the coordination model and drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, the Consultant will inform the CM, who shall make changes as directed and resubmit.
- 4.** Interference Resolution: Whenever Site measurements and an analysis of the building coordination model, Drawings and Specifications indicate that the various systems cannot be installed without significant deviation from the intent of the Contract Documents, prepare interference drawings as

required to indicate conflict between the various systems and other components of the building such as beams, columns, walls and seismic bracing. Include plans, elevations, sections, and other details drawn to large scale as required to clearly define the interference and to indicate the CM's proposed solution. Submit interference drawings for review by the Engineer prior to proceeding with the Work in the general areas of the conflict.

5. Coordination Digital Data Files: Prepare coordination digital data files in accordance with the following requirements:
 - a) Model File Preparation Format: Same digital data software program, version, and operating system as the original Drawings.
 - b) Interference Checking File Format: Software capable of combining three-dimensional modeling information prepared in a variety of file formats in order to detect interference among disparate systems and objects.
 - c) File Submittal Format: Submit or post coordination drawing files using Portable Data File (PDF) format.
 - d) The Consultant will furnish the CM one set of digital data files of the Drawings for use in preparing coordination digital data files.
 - e) The City makes no representations as to the accuracy or completeness of digital data files as they relate to the Drawings. It is expected that the CM will independently develop the content of the digital coordination model based on the design intent shown in the City's digital model.
6. The Consultant's Model and Drawings are available in the Autodesk® Revit® Architecture 2012 family of software or approved equal. The CM shall execute a data licensing agreement in the form acceptable to the Consultant.

RFP - EXHIBIT B

PROPOSAL SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

CONSTRUCTION MANAGER AT RISK

RFP - EXHIBIT B

PROPOSAL SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

The respondent's Proposal shall contain all of the following requested information and shall be formatted in conformance to the requirements identified and structured based on the outline presented in Section 2 of this Exhibit. The City will consider the following criteria in evaluating respondents to the RFP.

1.0 EVALUATION

- 1.1** A maximum of 200 points will be awarded based on the City's review and evaluation of the SOQ, Proposal, and the interview as follows:

SOQ Evaluation	100 Points Maximum
Proposal Evaluation	85 Points Maximum
<u>Interview Evaluation</u>	<u>15 Points Maximum</u>
Total	200 Points

- 1.2** The breakdown of available Proposal points is identified for each section as presented in Section 3 below.
- 1.3** Proposal sections are either identified as PASS/FAIL or are assigned evaluation points. Proposals that do not receive a passing grade for the PASS/FAIL sections may be deemed **non-responsive** and eliminated from further consideration at the City's sole discretion.
- 1.4** Proposals must contain all of the information required under each section. Incomplete Proposals may be rejected as non-responsive.
- 1.5** The Panel will review all Proposals received and will interview each CM. Based on the CM's score from the SOQ, Proposal, and interview and the Project's Evaluation Criteria, the Panel will rank the CMs and forward its ranking results to the Mayor or designee.
- 1.6** The award process will be initiated with the CM entity with the highest total score.

2.0 GENERAL PROPOSAL REQUIREMENTS

- 2.1** The Proposal shall be concise and well organized and shall demonstrate the CM's qualifications and experience as applicable to the Project and its proposed work plan for the Pre-construction Services.
- 2.2** The Proposal shall be limited to no more than 75 one-sided Standard Letter size, 8½" x 11" pages; inclusive of any cover sheets, resumes, graphics, forms, pictures, photographs, dividers, front and back cover and supporting documentation. Double-sided pages are not acceptable. Paper foldouts in sizes other than the Standard Letter size will count as 2 pages against the established Proposal page-count limit. The text pages shall not exceed 500 words per page.
- 2.3** The Proposal that exceeds the page number or word count limitation may be rejected at the sole discretion of the City.

- 2.4 The required EOCB documentation shall be in addition to the page limit stated above.
- 2.5 The CMs shall submit one Proposal clearly marked on the cover as the executed original, 10 complete paper copies of the Proposal, and 1 Compact Disk (CD) or Digital Video Disk (DVD) with a complete Portable Document Format (PDF) formatted version of the submitted documents.
- 2.6 The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the CM. In the case of a JV or LLC, the Proposal shall be signed by the authorized representatives of each party.
- 2.7 The Proposal and related materials shall be received no later than the time and place specified on the cover of this RFP. Proposals shall be submitted in sealed packages with the following information clearly marked on the outside of each package: One executed original, clearly and conspicuously marked on the cover, and 10 copies and the CD or DVD are to be submitted in a sealed package marked "Proposals" clearly and conspicuously in its face. The following information will be clearly marked on the outside of each package:

Name of CM
Project Title
Package Number (e.g., 1 of __, 2 of __, etc.)

- 2.8 Proposals and modifications thereto received subsequent to the hour and date specified above will render the CM's submittal invalid and may cause its disqualification from this selection process.
- 2.9 If the respondent fails to comply with any of the requirements of the RFP, the City may disqualify the respondent from further participation in the solicitation at the City's sole discretion.
- 2.10 The Proposal submittal shall be organized as detailed herein. The contents shall be subject to the page and word count limitations identified above.
- 2.11 The Proposal shall include the prices, fees and costs to be evaluated pursuant to Section 3.11, "Proposed Fee and General Conditions for Construction Services." This information shall be provided separately as the Price Proposal.
- 2.12 The Price Proposal shall be clearly identified and submitted with the Proposal.
- 2.13 The lowest proposed Agreement amount is not a determining factor for award of this Agreement. See Exhibit B for criteria from which the proposals will be evaluated.

3.0 PROPOSAL CONTENTS AND FORMAT

- 3.1 The sections of the Proposal shall be based on the following information and structured in the order presented herein. Proposals that do not contain the required information as specified may be deemed **non-responsive** if determined by the City to be of such a material nature. Proposal elements which may deviate from the RFP shall be highlighted and brought to the City's attention during the presentation and interview.
- 3.2 Submitted proposals shall present information in the order of the headings listed in this

section.

3.3 Cover Letter and Acknowledgement of Addenda (PASS/FAIL)

3.3.1 A cover letter, signed by the CM shall be submitted with the Proposal. The cover letter shall include a statement acknowledging receipt of all addenda associated with this RFP. The CMs are not required to include copies of the actual addenda in their Proposals. The CM shall confirm the receipt of all addenda issued to this RFP. Failure to acknowledge all addenda issued, may result in the Proposal being considered **non-responsive** and ineligible for further consideration. Except acknowledgment of Addenda, the cover letter shall not contain any information that is a required element of the Proposal unless specified otherwise in the RFP.

3.4 Introductory Statement (PASS/FAIL)

3.4.1 The CM shall identify the legal name of the business entity that is responding to the RFP. The CM shall also list the CM's current address, telephone number and the individual to contact concerning the Proposal. The CM shall provide the names of the principal individual owners of the firm. In the event the firm is employee owned or publicly held, then the fact shall be stated and the names of the firm's principals or officers shall be provided.

3.4.2 Joint Venture:

3.4.2.1 If the respondent is a joint venture company (JV) or limited liability corporation (LLC) established for the sole purpose of undertaking the scope of work related to the Project, information on all members of the entity shall be provided along with a description of the key terms of the participants' relationship in the entity, including information of shareholder percentages.

3.4.2.2 If the CM is a JV or other special purpose company, the CM shall submit with its Proposal a certification signed by authorized officers of each of the parties to the JV. The certification shall name the individual who shall be the authorized agent of the JV or special purpose company who shall sign all documents related to the Project on behalf of the JV or special purpose company, and, if the joint venture or special purpose company is the selected CM, who shall act in all matters relating to and resulting from the PSA and CSA.

3.5 Exceptions to this RFP (PASS/FAIL)

3.5.1 If the CM takes exception(s) to any portion of the RFP and its exhibits, the specific portion of the RFP or exhibit to which exception is taken shall be identified and explained to the City in writing a minimum of 10 Working Days prior to the date established for submittal of the Proposal. Exceptions taken after the stipulated period to this RFP may be cause for rejection of the Proposal and discontinue the CM's participation to this selection process. The City reserves the right to waive exception(s) as it deems in the best interests of the City.

3.5.2 The "Certification of Exception to the RFP Documents" included in the RFP shall be included in response to this section with one of it sections filled accordingly stating the position of the CM's regarding the exceptions to the RFP. See Exhibit

D). Exceptions to the RFP shall include any and all exceptions to ALL documents forming part of this RFP.

3.5.3 The Proposal shall provide written comments on the RFP and its Exhibits to identify any items that:

3.5.3.1 in the opinion of the CM must be changed (CM to provide alternative language),

3.5.3.2 are acceptable to the CM but clarification of specific wording, terms and/or conditions is requested, or

3.5.3.3 in the opinion of the CM contain omissions (CM to provide suggested language).

3.6 Executive Summary (MAXIMUM 5 POINTS)

3.6.1 A maximum 4-page overview of the entire Proposal describing the major elements of the Proposal.

3.6.2 The Executive Summary shall include whether or not the CM's Proposal contains proprietary information that would be exempt from public disclosure pursuant to California Public Records Act, and if so, identify the information and explain why it is exempt. By submitting a Proposal, the CM is assuming responsibility for defending any litigation seeking disclosure of the information, and defending and holding the City harmless from any such litigation.

3.7 Project Challenges and Issues (MAXIMUM 5 POINTS)

3.7.1 The CM shall identify what they believe to be the largest challenges associated with their role on the Project. The Proposal shall describe how the CM overcame these challenges on previous projects that the proposed Project team has participated in.

3.7.2 The CM shall describe its understanding of the design and technical issues involved in the Project, including those related to schedule, site mobilization, constructability, construction sequencing, code compliance, and cost containment.

3.8 Cost Estimate Review & Potential Savings (MAXIMUM 10 POINTS)

3.8.1 The CM shall review the preliminary design and cost estimate that has been prepared by the Consultant when included as Exhibits to this RFP and shall discuss their findings relative to the draft cost estimate's completeness and accuracy.

3.8.2 The CM shall describe how it would work with the Consultant's design team to reduce the construction budget by a target of 5% without downgrading the Project objectives, design intent, or net usable space provided. The Proposal shall identify what areas, features, materials, or systems would the CM investigate in order to reduce costs while maintaining quality.

3.8.3 The CM shall describe its experience in estimating construction costs for substantial concrete and long steel elements in the local (i.e., Southern California)

marketplace.

3.9 Project Approach and Schedule (MAXIMUM 15 POINTS)

- 3.9.1** The CM shall provide a discussion as to their approach to undertaking the work during Stage I and Stage II. The discussion shall include allocation of resources, interface and cooperation with the City and Consultant during both stages of the Project, approach to partnering, design review procedures, cost estimating and scheduling procedures, project control procedures, subcontractor management procedures, construction safety policies and procedures and quality control procedures. The CM shall discuss their approach to phase construction, phase bid packages, the sequence of construction to allow for continuous occupancy of all portions of the existing Convention Center, and temporary protection of occupants.
- 3.9.2** The Proposal shall include a discussion on responding to RFIs, handling project changes including the line of communication with the Consultant, Subcontractors, and City staff.
- 3.9.3** The Proposal shall include a description of the policies and procedures utilized by the CM for schedule and budget control.
- 3.9.4** The Proposal shall include a discussion of the Critical Path Schedule from NTP to the GMP date and then for Construction through Acceptance assuming the milestone schedule provided in the RFP. The schedule must show a minimum of 40 activities on pages not smaller than 11X17. This schedule shall assume a “Start Date of April 1, 2013.”
- The Proposal shall include a discussion of the design reviews, construction activities, review cycles, procedures that will minimize impacts to existing staff and the community and a general discussion of the CM’s ability to meet the ultimate milestone deadline for completion of both stages.
- 3.9.5** The City will value Proposal that demonstrates the CM’s ability and experience to implement and utilize 3D and 4D Virtual Design and Construction (VDC) modeling.

3.10 Organization and Staffing (MAXIMUM 10 POINTS)

- 3.10.1** The CM shall provide an updated and expanded organization chart that depicts the CM’s staffing for the Project based on the CM’s understanding of the requirements of the PSA and CSA.
- 3.10.2** The CM shall provide a corresponding spreadsheet that identifies each staff member or category, the member’s role on the Project, location where each key staff member is now assigned, and when each staff member will be released from other current assignments (Staffing Plan).
- 3.10.3** The Staffing Plan shall include the leadership of the team, the accountability of the team leader, the lines of authority, and shall be consistent with the Critical Path Schedule. The Proposal shall identify all key staff for Stage I services and Stage II services (consistent with individuals identified in RFQ process). Provide 1 page resumes for each individual identified, including their relevant experience with construction projects in excess of \$250 million. Include experience of the local office and staff who will be assigned to this project in large public assembly

facility construction such as convention centers, stadiums, ballparks, and airports, and significant green roof facilities.

3.10.4 The CM shall provide a table identifying the approximate number of hours per month or Full Time Equivalent (FTE) range the Project team members will contribute to the Project during the design, bidding, and construction phases. The Proposal shall identify Stage I and Stage II services separately and billing rates or ranges for each staff category.

3.11 Proposed Fee And General Conditions For Construction Services (MAXIMUM 15 POINTS)

3.11.1 In accordance with §22.3808 of the City's Muni Code, certain business terms for a construction services contract may be conditionally agreed upon in a pre-construction services agreement but shall be limited to costs for contract general conditions, hourly labor rates, overhead, and the CM's proposed fees and insurance.

3.11.1.1 The CM shall identify its proposed level of effort and GMP for the PSA (Stage I services only).

3.11.1.2 The Proposal shall provide a list of the categories and the cost of general conditions and general requirements that the CM proposes for the CSA (Stage 2 services only). Include hourly labor rates, insurance, profit, and overhead related to the CSA.

3.12 The Equal Opportunity Information (MAXIMUM 25 POINTS)

3.12.1 Failure to submit the required EOCP information may result in Proposal being determined as **non-responsive**. The CM shall provide with its Proposal a listing of Subcontractors for the Pre-Construction Services that are known at the time it submits its Proposal using Form AA36. The Subcontractor Participation List shall indicate the name and address, type of work performed, dollar amount, certification status, certifying agency and copy of certification for each proposed Subcontractor.

The CM shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than 1 page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project. Certifications must also be included, if any.

3.12.2 Points will be granted based on the participation level commitment and the thoroughness, innovation, and performance outcomes of the Strategic Plan.

4.0 REVIEW AND EVALUATION OF PROPOSAL

4.1 Following the receipt of the Proposal, the City anticipates allotting 1-2 weeks for review of the Proposals.

4.2 Subsequent to receipt, the City will provide written notice of the schedule for presentations. This schedule will be on a "random draw" basis and has no bearing on the potential for award of the Agreement.

4.3 Respondent Interviews (MAXIMUM 15 POINTS).

4.3.1 The purpose of the interview is for the CM to answer City's questions and for the City to evaluate the key staff that will participate in Stage I and Stage II of the Project, assess the CM's approach to the work under both phases, evaluate methods

employed by the CM to save costs and expedite schedule, evaluate policies and procedures that mitigate risk to both the City and CM, assess safety policies and procedures employed by the CM during Stage II work, explore value engineering opportunities, and discuss appropriate working relationships. The City seeks to have an open dialog with the proposed Project team and not to make decisions or negotiate.

4.3.2 The presentations will consist of 45 minutes presentation by the CM and 75 minutes of questions by the Panel. The presentation shall be delivered by the CM's key personnel who will be continuously involved on site or in San Diego, in relative proportion to their level of involvement. Based on the CM's Proposal, responses to questions asked by the City of said presentation and the Project's Evaluation Criteria, the Panel will rank the CM's of its qualifications based on the scores achieved.

4.4 The CMs are responsible for bringing any and all equipment and materials that are required for the presentation. The City will not be responsible for providing any equipment or materials for presentations.

RFP - EXHIBIT C

FUNDING AGENCY EQUAL OPPORTUNITY CONTRACTING PROGRAM
REQUIREMENTS

CONSTRUCTION MANAGER AT RISK

Not Used

RFP - EXHIBIT D
CERTIFICATION OF EXCEPTION TO RFP DOCUMENTS
CONSTRUCTION MANAGER AT RISK

CERTIFICATION OF EXCEPTIONS TO THE REQUEST FOR PROPOSAL

FOR

CONVENTION CENTER EXPANSION PHASE III CMAR CONTRACT

The undersigned, a duly authorized representative of _____
(Company Name)

hereby certifies that _____ takes no exceptions to this
(Company Name)

Request for Proposal and its Exhibits, and is willing and able to comply with all the requirements therein.

Authorized Representative

Date

Authorized Representative's Title

Company

OR

The undersigned, a duly authorized representative of _____
(Company Name)

hereby certifies that _____
(Company Name)

is willing and able to comply with all the requirements of the Request for Proposals and its Exhibits, with the following exceptions listed in the attached (attach exceptions).

Authorized Representative

Date

Authorized Representative's Title

Company

RFP - EXHIBIT E
DRAFT AGREEMENT FOR
PRE-CONSTRUCTION SERVICES
CONSTRUCTION MANAGER AT RISK (CMAR)

TO BE PROVIDED VIA ADDENDUM

RFP – EXHIBIT E (AGREEMENT)

EXHIBIT A

SCOPE OF SERVICES

CONSTRUCTION MANAGER AT RISK

SCOPE OF SERVICES

1. **General.** The Scope of Services shall be as described progressively in the RFQ, RFP, and this Agreement.
 1. The CM shall review the program furnished by the City to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the City.
 2. The CM shall provide a preliminary evaluation of the City's program, schedule, and construction budget requirements, each in terms of the other.
 3. The CM shall expeditiously review design documents during their development and advise on selection of materials, building systems and equipment, and methods of Project delivery relative to the feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation, and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.
 4. The CM shall promptly notify the City and the Consultant in writing upon observing any features in the Contract Documents that appear to be ambiguous, confusing, conflicting, or erroneous.
 5. All ambiguous, confusing, conflicting, or erroneous features discovered in the Contract Documents by the CM during the review process shall be deemed to be corrected, and any associated costs shall be included in the GMP unless the CM notifies the City otherwise in writing prior to the advertisement for bids associated with the development of the GMP.
 6. The CM shall consult with the City and Consultant regarding the Contract Documents including design materials and make recommendations regarding design details that adversely affect constructability, cost, or schedules.
 7. The CM shall provide recommendations and information to the City and Consultant regarding the assignment of responsibilities for temporary Project facilities and equipment, materials, and services for common use of the trade contractors. The CM shall verify that such requirements and assignment of responsibilities are included in the applicable proposed Contract Documents.
 8. The CM shall provide recommendations and information to the City regarding the allocation of responsibilities for safety programs among the contractors.
 9. The CM shall advise on the division of the Project into individual contracts for various categories of Work, including the method to be used for selecting contractors and awarding contracts. If multiple contracts are to be awarded, the CM shall review the Construction Documents and make recommendations as required to provide that (1) the Work of the contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

10. Upon request, the CM shall assist the City in selecting, retaining, and coordinating the professional services of e.g., surveyors, special consultants, and testing laboratories required for the Project as needed.
11. The CM shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The CM shall make recommendations for actions designed to minimize adverse effects of labor shortages.
12. The CM shall assist the City in obtaining information regarding applicable requirements for equal employment opportunity programs for inclusion in the Contract Documents.
13. The CM shall develop bidders' interest in the Project and establish bidding schedules. The CM, with the assistance of the Consultant, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The CM shall assist the Consultant with regard to questions from bidders and with the issuance of addenda.
14. The CM shall assist the City and the Consultant in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various contractors. The CM shall assist the City and Consultant in connection with the City's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.
15. The CM shall assist the design professionals and the City and the Consultant with the discussions and development of the program for off- and on-site utility infrastructure for the various utility companies. Evaluate related information, e.g., load letters, points of entry, typical construction details, etc., on basis of constructability and VE including cost studies as may be needed to evaluate impact to the Project and alternatives.

2. Budget and Cost Estimates

1. The CM shall create a comprehensive construction cost estimate with trade breakdowns (e.g., concrete, steel, curtain wall, drywall, electrical, mechanical, HVAC, etc.) that can be tracked based on unit costs and unit pricing. The CM shall prepare four (4) estimates including the GMP: (1) 100% Schematic Drawings completion; (2) 30% Design Development; (3) at 60% Design Development; and (4) the GMP estimate at 90% complete design. Estimates shall carry multiple alternates to reflect the continuing cost studies as the design develops.
2. The CM shall develop a Project budget independent from any similar cost estimates required of the Design Consultant, which shall be updated (CM Cost Model Update) as needed but at a minimum as identified in this RFP. Prior to the development of the cost model, the CM shall meet with the City and Design Consultant and establish a common cost estimating format so that Project cost estimates prepared by the Design Consultant and CM may be directly compared. Each CM Cost Model Update must identify the total construction costs for the proposed facilities, CM construction management fee, bonds, insurance and contingency.
3. Each CM Cost Model Update will be reviewed by the City for reasonableness and compatibility with the Project budget. Meetings and negotiations between the City, Design

Consultant and the CM will be held to resolve questions and differences that may occur between the Design Consultant's Probable Construction Costs and the CM Cost Model Update. The CM shall work with the City and Design Consultant to reach a mutually acceptable Project cost.

4. Based on schematic designs and other design criteria prepared by the Consultant and approved by the City, the CM shall prepare a preliminary cost estimate using area, volume, or similar conceptual estimating techniques. The preliminary cost estimate shall be submitted to the City for review and approval. From time to time, as requested by the City, the CM shall provide budgets and cost estimates for changes made by the City's users or primary tenant(s) to the base building scope of work.
5. When Design Development Documents have been completed by the Consultant and approved by the City, the CM shall prepare and submit a detailed estimate with supporting documentation to the City for review and approval.
6. When Construction Documents have been completed by the Consultant to a level of 60%, the CM shall prepare and submit an estimate of the costs to the City for review and approval.
7. If any estimate submitted to the City exceeds previously approved estimates or the City's budget, the CM shall make reasonable recommendations to the City for scope reduction, Value Engineering, or both to bring the estimated cost of construction within the City's budget.
8. The CM shall assist the City in developing cash flow projections.

3. Value Engineering (VE)

1. The CM shall provide VE services during the pre-construction phase. The CM shall submit written VE estimates and recommendations throughout the document development phases. The CM shall provide a sample VE report for the City's approval and shall provide VE services of similar scope and level of effort to that shown in the sample. The CM recognizes that VE is an iterative process and that it may be required to modify its estimates and recommendations in response to review of its reports by the City.

4. Interdisciplinary Check

1. The CM shall provide a thorough interdisciplinary coordination review of the Contract Documents submitted for review to the City. The review shall be performed utilizing a structured and industry accepted process by a qualified firm or personnel. The CM shall review the final documents to see that all comments have been incorporated

5. Project Schedule

1. The CM is aware that the Pre-construction Services shall be completed within a fixed time frame. The CM shall perform its duties in a timely manner consistent with the Project Schedule.

2. The CM shall prepare a master Project schedule in Primavera format (or equal) which identifies milestones for the City's review and e.g., turnover dates to City's user(s), completion date, equipment and material delivery dates, and work necessary to achieve these dates for approval by the City. The Project schedule shall include both design and construction activities. The CM shall coordinate and integrate the Project schedule with the services and activities of the City and the Consultant and the CM. The CM shall obtain the input of the City and the Consultant for those portions of the Project schedule relating to the performance of their services. The Project schedule shall include timelines for work slow-down, stoppage, and phasing.
3. As design proceeds, the Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipts, and approval of pertinent information, submittal of a GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, the City's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of completion. If updates to the Project schedule indicate that previously approved schedules may not be met, the CM shall advise the City of the particular activities causing the schedule to be extended and shall recommend a schedule recovery plan to the City.
4. The CM shall analyze the cost and schedule implications of selective use of working outside normal working hours.

6. Advice On Constructability And Logistics

1. The CM shall review design documents and make recommendations on means and methods of construction as well as availability of labor and materials. The CM shall advise the City regarding potential jurisdictional disputes between trades. The CM shall produce a site safety plan that complies with the requirements of all governing bodies having jurisdiction.
2. The CM shall review the design and Contract Documents continuously throughout the Pre-Construction Stage as to constructability. With respect to each such issue identified through the CM's review, the CM shall submit a written report to both the City and the Design Consultant. At a minimum, each such written report shall contain: (1) a description of the constructability issue with background information; (2) a summary of the in-depth study/research conducted by the CM; and, (3) written recommendations for addressing the issue.
3. The CM shall establish a sequence of construction with the City and the Consultant with respect to specific site logistics. CM shall provide site logistics plans and sequence diagrams reflective of the various stages of construction progress (i.e., site work, utility infrastructure, commencement of structures, etc.) and as may be required for proposed construction phasing alternatives.

7. Meetings

1. The CM shall schedule and attend regular meetings with the City and the Consultant and shall produce minutes of such meetings when requested by the City and distribute them to all attendees and other concerned parties. The CM has included approximately two (2) meetings per month with the design team and the City. If so requested by the City, the CM

shall attend a reasonable number of other meetings with governmental agencies, community groups, the City's primary users or other third parties and shall produce minutes of such meetings for the City's use when requested by the City.

8. Permits And Approvals

1. The City will file, expedite, and pay the fee for the application for the project permit and obtain approval of site plan and construction drawings from the City's Development Services Department when applicable.
2. The CM shall obtain Work permits from the governmental agencies having jurisdiction over the Project for the demolition and other preliminary construction Work if directed by the City.

9. Guaranteed Maximum Price Proposal For Construction Services

1. The CM shall propose a Guaranteed Maximum Price (GMP) on the City provided form when the Construction Documents are 90% complete or not more than 9 months after NTP. The proposed GMP shall be the sum of the estimated costs e.g., Cost of the Work, General Conditions, insurance, CM's Contingency, taxes, and the CM's Fee.
2. The assumptions and qualifications upon which the GMP is based shall be included as part of the Proposal and shall have priority over all other Contract Documents.
3. Refer to the RFP for the definitions of GMP cost components.

10. Acceptance of The GMP Proposal For Construction Services

1. If the GMP proposal for the Construction Services is accepted by the City, the parties shall execute a separate agreement for construction stage construction management services (Contract) which shall contain mutually acceptable terms and conditions. If negotiations between the City and CM concerning the amount of GMP or terms of the GMP Construction Contracts reach an impasse, the City shall have the right to award a contract for the Construction Services to an entity other than the CM through open bidding i.e., separate procurement based on low bid competition without being liable to the CM for claims for losses e.g., anticipated profits.

11. Long-Lead Items

1. The CM shall identify long-lead items. The CM shall make recommendations with respect to current market trends that may affect procurement and installation so as to minimize potential delays and cost premiums.
2. When directed by the City to purchase long-lead items:
 1. The CM shall pre-qualify several potential Suppliers, for City's approval.

2. The CM shall submit request for bids including Bid documents prepared by the Consultant for the City's approval before bids are solicited and shall make such modifications thereto as the City deems advisable.
3. The CM shall analyze bids and make recommendations for award of purchase orders.
4. The City will prepare written authorization to be executed by the CM to enter into purchase order agreements for the purchase of long-lead items.
5. The following representative list of long-lead items may be supplemented upon written agreement between the City and CM:
 1. Structural Steel (long-lead item);
 2. Curtain Wall (long-lead item);
 3. Elevator Equipment (long-lead item);
 4. HVAC Equipment (long-lead item);
 5. Electrical Equipment (long-lead item).

RFP – EXHIBIT E (AGREEMENT)

EXHIBIT B

CONSTRUCTION MANGER AT RISK

[Not Used]

RFP – EXHIBIT E (AGREEMENT)
EXHIBIT C
COMPENSATION AND FEE SCHEDULE

RFP – EXHIBIT E (AGREEMENT)

EXHIBIT D

BLANK

RFP – EXHIBIT E (AGREEMENT)

EXHIBIT E

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
PRE-CONSTRUCTION SERVICES REQUIREMENTS
CONSTRUCTION MANAGER AT RISK**

EOCP CONSTRUCTION MANAGER AT RISK

PRE-CONSTRUCTION SERVICES REQUIREMENTS

References to Consultant as identified herein shall also and equally apply to CMs.

I. City's Equal Opportunity Commitment. The City is strongly committed to equal opportunity for employees and subcontractors of service provided by the CM doing business with the City. The City encourages the CMs to share this commitment. The CMs are encouraged to take positive steps to diversify and expand their Subcontractor and consultant solicitation base and to offer opportunities to all eligible Subcontractors and consultants.

II. Nondiscrimination in Contracting Ordinance. All CMs doing business with the City, their professional service providers, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code §§ 22.3501 through 22.3517.

A. Contract Language. The following language shall be included in contracts for City projects between the CM and any professional services provider, Subcontractors and Suppliers.

(Insert the term as appropriate; "Consultant", "Subcontractor", or Supplier") 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 professional services provider, subcontractors, vendors, or suppliers. (Insert the term as appropriate; "Consultant", "Subcontractor", or Supplier") shall provide equal opportunity for professional service providers, Subcontractors, and Suppliers to participate in opportunities. (Insert the term as appropriate; "Consultant", "Subcontractor", or Supplier") 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.

B. Compliance Investigations. Upon the City's request, the CM agrees to provide to the City, within 60 days, a truthful and complete list of the names of all professional services providers, Subcontractors, and Suppliers that the CM has used in the past 5 years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by the CM for each subcontract or supply contract. The CM further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§ 22.3501 through 22.3517. The CM understands and agrees that violation of this clause shall be considered a material breach of the Agreement and may result in remedies being ordered against the CM up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The CM further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

III. Equal Employment Opportunity. The CM shall comply with requirements of San Diego Ordinance No. 18173, §§ 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. The CM shall submit with their proposal a *Work Force Report* for approval by the Program Manager of the City's Equal Opportunity Contracting Program (EOCP).

- A. Work Force Report. If based on a review of the *Work Force Report* submitted an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, the CM will also be required to submit an *Equal Employment Opportunity (EEO) Plan* to the City for approval.
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is required, it must include at least the following assurances that:
1. The CM will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the CM's employees are assigned to work;
 2. A responsible official is designated to monitor all employment related activity to ensure the CM's EEO Policy is being carried out and to submit reports relating to EEO provisions;
 3. The CM disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
 4. The CM reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
 5. The CM discusses its EEO Policy Statement with professional services providers, Subcontractors, vendors and suppliers with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
 6. The CM documents and maintains a record of all bid solicitations and outreach efforts to and from professional services providers, Subcontractors, vendors, suppliers, contractor associations and other business associations;
 7. The CM disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
 8. The CM disseminates its EEO Policy to union and community organizations;
 9. The CM provides immediate written notification to the City when any union referral process has impeded the CM's efforts to maintain its EEO Policy;
 10. The CM maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
 11. The CM maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;

12. The CM encourages all present employees, including people of color and women employees, to recruit others;
13. The CM maintains all employment selection process information with records of all tests and other selection criteria;
14. The CM develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the CM's employment needs;
15. The CM conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The CM ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The CM establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The CM is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a CM's association, CM/community professional association, foundation or other similar group of which the CM is a member will be considered as being part of fulfilling these obligations, provided the CM actively participates.

IV. Equal Opportunity Contracting. The City strongly encourages the participation of certified Small and/or Emerging Local, Disadvantaged, Minority, Woman and Disabled Veteran Owned Business Enterprises (SLBE, ELBE, DBE, MBE, WBE, and DVBEs) on this project.

- A. Subcontracting Participation. A subcontracting (i.e., SLBE, ELBE, DBE, MBE, WBE, DVBE, or combination) participation goal has been established for each stage of the project. See the RFP. All firms must be certified by City approved agencies in order for the CM to receive credit. This goal is based on the total Agreement amount.
- B. Contract Activity Reports. To permit monitoring of the winning CM's commitment to achieving compliance, *Contract Activity Reports* reflecting work performed by Subcontractors/Subcontractors/Suppliers shall be submitted quarterly for any work covered under an executed contract.

V. Demonstrated Commitment to Equal Opportunity. The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion. The CM's Equal Opportunity Contracting Strategic Plan shall be approved by the City and incorporated into this agreement.

VI. List of Subcontractors/Subcontractors. Construction Managers at Risk are required to submit a *Subcontractor List* with their proposal.

- A. Subcontractors List. The *Subcontractor List* shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Certification Status, Where Certified, and the certification document for each proposed professional service provider, Subcontractor, and Supplier. Professional service providers, Subcontractors, and

Suppliers must be named on the *Subcontractors List* if they receive more than 0.5% of the CM's fee.

- B. Commitment Letters. CM shall also submit professional service provider, Subcontractor, and Supplier *Commitment Letters* on the entity's letterhead, no more than 1 page each, from all proposed entities as described above to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

VII. Definitions.

For the purpose of these EOCP requirements refer to the definitions in CHAPTER 1 and CHAPTER 10 of the 2012 edition of the City's Standard Specifications for Public Works Construction (i.e., The WHITEBOOK).

VIII. Certification.

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

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

IX. List of Forms.

- Attachment 1 Work Force Report
- Attachment 2 Contract Activity Report
- Attachment 3 Subcontractors List



WORK FORCE REPORT

ADMINISTRATIVE

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§ 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.

CONTRACTOR IDENTIFICATION

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

Name of Company: _____

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City: _____ County: _____ State _____ Zip: _____

Telephone Number: () _____ FAX Number: () _____

Name of Company CEO: _____

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

Address: _____

City: _____ County: _____ State _____ Zip: _____

Telephone Number: () _____ FAX Number: () _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

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: _____

Telephone Number: () _____ FAX Number: () _____

- [] 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 _____

(Firm Name)

_____ hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this _____ day of, _____ 20_____

(Authorized Signature)

(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

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

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														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

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 one¹, two² & three³. 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

ATTACHMENT 2

CONTRACT ACTIVITY REPORT

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

PROJECT: _____

PRIME CONTRACTOR: _____

CONTRACT AMOUNT: _____

INVOICE PERIOD: _____

DATE: _____

Include Additional Services Not-To-Exceed Amount

Subcontractor	Tax ID Number	Indicate: MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, OR SDVOSB®OBE	Current Period		Paid to Date		Original Commitment	
			Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Prime Contractor Total:								
Contract Total:								

Completed by: _____

SUBCONTRACTORS LIST

Attachment 3

INFORMATION REGARDING SMALL EMERGING LOCAL BUSINESS PROGRAM PARTICIPATION:

Subcontractor's List shall include name and complete address of all Subcontractors and Suppliers who will receive more than 0.5% of the Prime Consultant's fee. The CM shall also submit Subcontractor and Supplier commitment letters on the appropriate entity's letterhead, no more than one page each, from the entities listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project. Subcontractors and Suppliers shall be used for scope of work listed. No changes to this Subcontractors List will be allowed without prior written City approval.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	TAX ID NUMBER	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIAL SOR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, OR SDVOSB ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____							

① As appropriate, Bidder shall identify Subcontractor or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

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	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB		
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Bidder shall indicate if Subcontractor or Supplier is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

RFP – EXHIBIT E (AGREEMENT)

EXHIBIT F

PRE-CONSTRUCTION SERVICES

CERTIFICATION FOR A DRUG-FREE WORKPLACE

CONSTRUCTION MANAGER AT RISK

**PRE-CONSTRUCTION SERVICES
CERTIFICATION FOR A DRUG-FREE WORKPLACE
CONSTRUCTION MANAGER AT RISK**

PROJECT TITLE: _____

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

(Name under which business is conducted)

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 subcontractor's agreement to abide by provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed _____

Printed Name _____

Title _____

RFP – EXHIBIT E (AGREEMENT)

EXHIBIT G

DISCLOSURE DETERMINATION FOR CMAR PRE-CONSTRUCTION SERVICES

INSTRUCTION SHEET FOR DISCLOSURE DETERMINATION
FOR CMAR PRE-CONSTRUCTION SERVICES
(Form CC-1671)

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

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

For the purposes of professional service agreements as they pertain to Pre-construction Services for CMAR, the requirements identified for “consultants” as described herein shall pertain.

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

List the department, board, commission or agency requesting the consultant service.

List the consulting company. If known, also list the individual(s) who will be providing the consultant services.

List the mailing address.

List the e-mail address of individual(s) providing the consultant service.

Provide the date the individual(s) will start providing the consultant service.

List all duties/responsibilities the consultant will have. This list will enable you to determine the disclosure requirement for the consultant.

Determine the consultant’s disclosure category. Your consultant should be required to disclose only those economic interests which could potentially create a conflict of interest as he/she performs his/her contractual obligations. For ideas about possible disclosure categories, review those in your department’s, board’s, commission’s or agency’s conflict of interest code, available at:

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

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

DISCLOSURE DETERMINATION FOR CMAR

Must be signed by department director, agency president or other individual authorized by the appropriate conflict of interest code regarding consultants. References to Consultant as identified herein shall also and equally apply to the Construction Managers providing the Pre-Construction Services.

1.	Department/Board/Commission/Agency Name:	
2.	Name of Specific Consultant & Company:	
3.	Address, City, State, ZIP	
4.	E-mail Address:	
5.	Date of Assuming Office:	
6.	Project Title (as shown on 1472, "Request for Council Action"):	
7.	Consultant Duties for Project:	
8.	Disclosure Determination (select applicable disclosure requirement):	
	<input type="checkbox"/>	Consultant <u>will not</u> be "making a governmental decision" or "serving in a staff capacity." No disclosure required. - or -
	<input type="checkbox"/>	Consultant <u>will</u> 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.)
	<input type="checkbox"/>	Full: Disclosure is required pursuant to the broadest disclosure category in the appropriate Conflict of Interest Code. - or -
	<input type="checkbox"/>	Limited: Disclosure is required to a limited extent. (List the specific economic interests the consultant is required to disclose.)

By: _____

(Name/Title)*

(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. CC-1671 (12/07)

DEFINITION OF “CONSULTANT”

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

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

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

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

Regulation 18701 (a)(2)
http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm
1/28/200

RFP – EXHIBIT E (AGREEMENT)
EXHIBIT H
PRE-CONSTRUCTION SERVICES
PERFORMANCE EVALUATION
CONSTRUCTION MANAGER AT RISK

CMAR Pre-Construction Services Performance Evaluation

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

Section I (attach pages to this form and reference sections as required to provide complete data)

1. PROJECT DATA		2. CONSTRUCTION MANAGER DATA	
1a. Project title: _____ Location: _____ CIP No.: _____		2a. Name of Construction Manager: _____ Address: _____	
1b. Brief Description: _____		2b. CM's Project Manager: _____	
1c. Budgeted Cost: _____		Phone: (____) _____	
3. CITY DEPARTMENT RESPONSIBLE			
3a. Department: _____ Division: _____		3b. Name of Project Manager: _____ Address: _____ Phone: (____) _____	
4. CONTRACT DATA (PRE-CONSTRUCTION SERVICES & CONSTRUCTION SERVICES)			
Pre-Construction Services			
4a. Agreement Date: _____		Resolution #: _____ GMP \$ _____	
4b. Amendments: GMP \$ _____ / # _____ (City initiated)		GMP \$ _____ / # _____ (CM initiated)	
4c. Total Agreement (4a. & 4b.): GMP \$ _____			
4d. Type of Work (Key Tasks): _____ _____ _____	4e. Key GMP Delivery Dates: _____ % _____ % _____ % _____ % _____ % <u>100</u> % Agreement _____ Delivery _____ Acceptance _____		
5. Construction Services			
5a. Agreement Date: _____		Resolution #: _____ GMP \$ _____	
5b. Amendments: GMP \$ _____ / # _____ (City initiated)		GMP \$ _____ / # _____ (CM initiated)	
5c. Total Agreement (5a. & 5b.):		GMP \$ _____	
5d. CM Construction Superintendent: _____			
5e. Date of Notice to Proceed: _____	5g. Number of Contract Working Days: _____	5f. Number of Actual Working Days: _____	
5h. Change Orders:		Changed Scope _____ % of initial GMP \$ _____	
Errors/Omissions _____ % of initial GMP \$ _____		Changes Quantities _____ % of initial GMP \$ _____	
Unforeseen Conditions _____ % of initial GMP \$ _____		Total GMP \$ _____	

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

	Poor	Satisfactory	Excellent
6a. Pre-construction Services			
Support during development of plans/specifications	_____	_____	_____
Accuracy and completeness of GMP	_____	_____	_____
Timely submittal of deliverables	_____	_____	_____
Pre-construction budget and schedule management	_____	_____	_____
Responsiveness to City Staff	_____	_____	_____
EOC compliance	_____	_____	_____
6b. Construction Services			
Construction quality	_____	_____	_____
Timely submittal of deliverables	_____	_____	_____
Construction budget and schedule management	_____	_____	_____
Subcontractor and supplier management	_____	_____	_____
Construction safety	_____	_____	_____
EOC compliance	_____	_____	_____
6c. Overall Rating	_____	_____	_____

7. AUTHORIZING SIGNATURES

7a. Project Manager _____ Date: _____

7b. Deputy Director _____ Date: _____

Section II SPECIFIC RATINGS – PRE-CONSTRUCTION SERVICES

SUPPORT DURING DEVELOPMENT OF PLANS/SPECIFICATIONS	EXCELLENT	SATISFACTORY	POOR	N/A	ACCURACY AND COMPLETENESS OF GMP	EXCELLENT	SATISFACTORY	POOR	N/A
Review of Plan/Specification clear and precise					Timely deliverable of GMPs				
Plans/Specs Coordination with Consultant					Adherence to competitive bidding process				
Value Engineering & Constructability Support					Cost data well organized and complete				
Proactive problem solving					Cost loaded schedule is detailed and accurate				
Resolution of Field problems					Reasonable GMP negotiation				
TIMELY SUBMITTAL OF DELIVERABLES	EXCELLENT	SATISFACTORY	POOR	N/A	PRE-CONSTRUCTION BUDGET & SCHEDULE MANAGEMENT	EXCELLENT	SATISFACTORY	POOR	N/A
Work product delivered on time					Adherence to fee schedule				
Timeliness in notifying City of major problems					Adherence to project budget				
Deliverables complete and accurate					Proactive in addressing budget & schedule issues				
RESPONSIVENESS TO CITY STAFF	EXCELLENT	SATISFACTORY	POOR	N/A	EOC COMPLIANCE	EXCELLENT	SATISFACTORY	POOR	N/A
Attitude toward Client and review bodies					Disadvantaged Business Goals met				
Follows direction and chain of responsibility					ELBE/SLBE Goals met				
Professionalism					Overall EOC Compliance				

SUPPLEMENTAL INFORMATION

Please ensure to attach additional documentation as needed.

Item _____ : _____

Item _____ : _____

Item _____ : _____

(*Supporting documentation attached yes _____ no _____)

Section III SPECIFIC RATINGS – CONSTRUCTION SERVICES

CONSTRUCTION QUALITY	EXCELLENT	SATISFACTORY	POOR	N/A	TIMELY SUBMITTAL OF DELIVERABLES	EXCELLENT	SATISFACTORY	POOR	N/A
Adherence to Contract Documents					Monthly earned value reports and invoices timely and complete				
Quality Control Procedures					Supporting documentation complete				
Site Management					Field reports timely and complete				
Minimize Community Impacts					Equipment and materials submittals timely and complete				
Attention to detail					RFIs are timely and complete				
CONSTRUCTION BUDGET & SCHEDULE MANAGEMENT	EXCELLENT	SATISFACTORY	POOR	N/A	SUBCONTRACTOR & SUPPLIER MANAGEMENT	EXCELLENT	SATISFACTORY	POOR	N/A
Budget consistent with cost loaded CPM schedule					Subcontractor and supplier supervision				
Work progress in accordance with construction schedule					Timely payments to subcontractors and suppliers				
Change Orders are handled proactively and minimized					Coordination of trade work				
CONSTRUCTION SAFETY	EXCELLENT	SATISFACTORY	POOR	N/A	EOC COMPLIANCE	EXCELLENT	SATISFACTORY	POOR	N/A
Lost time and accident reports minimized					Disadvantaged Business Goals met				
Safety plan is detailed and managed well					ELBE/SLBE Goals met				
Work site is maintained in safe and clean condition					Overall EOC Compliance				

SUPPLEMENTAL INFORMATION

Please ensure to attach additional documentation as needed.

Item _____ : _____

Item _____ : _____

Item _____ : _____

(*Supporting documentation attached yes _____ no _____)

RFP – EXHIBIT E (AGREEMENT)

EXHIBIT I

CONTRACTOR STANDARDS PLEDGE OF COMPLIANCE

CONSTRUCTION MANAGER AT RISK

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 Exhibit "I"* 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:

B. BIDDER/CONTRACTOR INFORMATION:

Legal Name	DBA		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

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

Yes No

If Yes, use Pledge of Compliance Exhibit "I" to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

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 Exhibit "I" 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 Exhibit "I"* if more space is required.

Corporation Date incorporated: _____

State of incorporation: _____

List corporation's current officers:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Is your firm a publicly traded corporation? Yes No

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

Limited Liability Company Date formed: _____

State of incorporation: _____

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

Partnership Date formed: _____

State of incorporation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

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

Joint Venture Date formed: _____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes No

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

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

Yes No

If **Yes**, use *Pledge of Compliance Exhibit "I"* to explain specific circumstances; include bonding company name.

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 Exhibit "I"* to explain specific circumstances.

F. PERFORMANCE HISTORY:

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 Exhibit "I"* to explain specific circumstances.

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 Exhibit "I"* to explain specific circumstances and provide principal contact information.

G. COMPLIANCE:

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 Exhibit "I" 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.

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 Exhibit "I"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

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 Exhibit "I"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

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, Exhibit "I"* 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 Exhibit "I"* 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:

To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

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).

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).

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.

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).

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.

Print Name Title Signature

Date: _____

CONTRACTOR STANDARDS

Pledge of Compliance Exhibit "I"

CONSTRUCTION MANAGER AT RISK

Provide additional information in space below. Use additional *Pledge of Compliance Exhibit "I"* 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.

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 "Exhibit I"* page and all information provided is true to the best of my knowledge.

_____ Title _____ Signature _____
Print Name

Date: _____

-END OF AGREEMENT FOR PRE-CONSTRUCTION SERVICES-

RFP - EXHIBIT F
DRAFT CONSTRUCTION CONTRACT
CONSTRUCTION MANAGER AT RISK
TO BE PROVIDED

RFP - EXHIBIT G
PHASED FUNDING SCHEDULE AGREEMENT
PRE-CONSTRUCTION SERVICES
CONSTRUCTION MANAGER AT RISK

RFP - EXHIBIT H
PROJECT LOCATION MAP
PRE-CONSTRUCTION SERVICES
CONSTRUCTION MANAGER AT RISK

See RFQ

RFP - EXHIBIT I
PRELIMINARY DESIGN
PRE-CONSTRUCTION SERVICES
CONSTRUCTION MANAGER AT RISK

See:

1.0 RFQ

2.0 RFP, Section 11.8, “Use of Reference Documents and Pre-Design Reports”

RFP- EXHIBIT J
FORM
PRE-CONSTRUCTION SERVICES
CONSTRUCTION MANAGER AT RISK

CONSTRUCTION MANAGER SUBCONTRACTORS PARTICIPATION LIST

The Construction Manager shall complete this form in response to the RFP. The Construction Manager Subcontractors Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each certified Subcontractor.

NAME OF PROJECT: _____

DOLLAR VALUE OF PROJECT: _____

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, OR DESIGNER	TYPE OF WORK PERFORMED	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, OR SDVOSB [®]	WHERE CERTIFIED [®] <small>(Include certification document)</small>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					

① As appropriate, Construction Manager shall identify Subcontractors as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

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	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB		
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Construction Manager shall indicate if Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Construction Manager will not receive any points for subcontracting participation if the Construction Manager fails to submit the required proof of certification.

City of San Diego



CITY CONTACT

Contract Specialist: Damian Singleton
Address: 1200 Third Avenue, Suite 200, MS 56P
Email: DSingleton@sandiego.gov
Phone No.: 619-235-5272 Fax No.: 619-236-5904
MM/BD/egzc

ADDENDUM “1”

REQUEST FOR PRPOSALS (RFP)

PRE-CONSTRUCTION SERVICES FOR THE CONVENTION CENTER EXPANSION PHASE III PROJECT CONSTRUCTION MANAGER AT RISK (CMAR)

BID NO.:	_____	K-12-5795-CMAR-3-C
SAP NO. (WBS/IO/CC):	_____	S-12022
CLIENT DEPARTMENT:	_____	1000
COUNCIL DISTRICT:	_____	2
PROJECT TYPE:	_____	BT

PROPOSAL DUE

12:00 PM

AUGUST 22, 2012

CITY OF SAN DIEGO

PUBLIC WORKS DEPARTMENT

1200 THIRD AVENUE, SUITE 200, MS 56P

SAN DIEGO, CA 92101

ATTN: CONTRACT SPECIALIST

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP are hereby made effective as though originally issued with the RFP. CMs are reminded that all previous requirements to this solicitation remain in full force and effect.

B. BIDDERS QUESTIONS

- Q1.** Will the time frame for submitting questions and exceptions to the RFP be extended past the 8/8/12 deadline?
- A1.** Yes, the City will provide additional time for submittal of questions until August 15th, 2012.
- Q2.** What is the estimated cost of the Project including both Stage I and Stage II?
- A2.** It is \$460,000,000.
- Q3.** Does the original RFQ value of \$200,000 for preconstruction services cover services for the entire 520 Working Days listed in the RFP requirement?
- A3.** Per section 1.5 of the RFQ, the first phase of the Pre-Construction Services is \$200,000. Per Section 5 of the RFQ, "Project Budget," the total estimate for Pre-Construction Services is \$500,000.
- Q4.** Is the 25% subcontracting participation for small businesses during Stage I based on the \$200,000 stipulated in the RFQ?
- A4.** No; the 25% subcontracting participation goal proposed for Pre-Construction Services shall be based on the total Agreement amount for this stage e.g., \$500,000.
- Q5.** RFP Exhibit A, Stage 1 – Pre-Construction Services, item 1.13 states that the "CM shall include design-build services for components such as fire sprinklers, some mechanical, etc." Is it the intent that these services (whether in-house, consultants, or subcontractors) are covered within the City's Pre-Construction Budget of \$200,000? If so, please provide an exact list of design-build services that are not being designed by the City's consultants in which the City is expecting the CMAR to provide.
- A5.** Refer to Section C(3) below for a revision to Exhibit A, Stage 1 – Pre-Construction Services, Section 1.13.
- Q6.** Exhibit B, Item 2.2: Regarding the page count, can we omit the covers, tabs and dividers from the 75 page limit?
- A6.** No.
- Q7.** Will the City issue additional drawings and floor plans from Fentress Architects for the Project?
- A7.** The April 2011 plans are the latest that are available at this time. The City will issue new information via Addendum as they become available.

- Q8.** Exhibit B, Item 3.10.3: Having already submitted resumes during the RFQ phase of the selection, is there perhaps a less intensive way to present the information the selection committee is looking for?
- A8.** If there are no changes from the information in the SOQ, state that. Responders doing so **MUST** provide reference of the page number and location within said page where the information may be found. If there are no changes from the information in the SOQ, state that. Responders doing so **MUST** provide reference of the page number and location within said page where the information may be found. Changes to the key personnel composition previously submitted during the RFQ process are governed by RFP Section 11.6, "Changes to Key Personnel and Substitution of Subcontractors."
- Q9.** When or are we going to receive the latest cost estimate summary for the expansion?
- A9.** See RFP, EXHIBIT K attached to this Addendum.
- Q10.** The Project Update dated April 2012 (issued with the RFQ) states that the CM will be selected late 2012 and the GMP contract will be issued in early 2013. It also states that the expansion will open mid to late 2016. The RFP has pushed NTP back to April 2013 and the GMP back to January 2014. Has the opening of the expansion also been pushed back accordingly?
- A10.** A revised opening date has not been established, yet.
- Q11.** On Page 2 of Exhibit B, under item 2.2, the RFP states, "The Proposal shall be limited to no more than 75 one-sided Standard Letter size, 8.5" x 11" pages, inclusive of any cover sheets, resumes, graphics, forms, pictures, photographs, dividers, front and back covers and supporting documentation." Please advise if the City intended to state exclusive.
- A11.** The City means "inclusive."
- Q12.** On Page 6 of Exhibit B, under item 3.9.4, the City requests a Critical Path Schedule be submitted on 11x17" paper. Please confirm these 11x17 pages will only count as 1 page.
- A12.** These pages count as 2. See RFP page 2 of Exhibit "B" Section 2.2 "Paper foldouts in sizes other than the Standard Letter size will count as 2 pages against the established Proposal page-count limit."
- Q13.** Will a room layout (seating, outlets, and panel position) for the interview be provided?
- A13.** Possibly.
- Q14.** In section 4.4 it was stated that the teams are responsible for any and all equipment. Just for clarification does this mean that the City will not be providing a projector screen, either?
- A14.** The City will not be providing a projector screen.

C. CHANGES TO RFP

1. ADD the following:

1.33 Hazardous Materials.

1.33.1 Proposers shall take into consideration that the Project construction activities will encounter any or all of the following environmental conditions listed below at the Project site:

1. Lead impacted soil created from refuse burning activities.
2. Petroleum hydrocarbon contaminated soils due to fuels, oils and residual wastes from the manufacturing of natural gas from coal.
3. Refuse and other imported soils and wastes were used to reclaim the land.
4. California and Federally regulated hazardous wastes due to heavy metals, solvents, and PAHs contamination.
5. Groundwater contaminated with lead and other constituents of concern.

1.33.2 Proposers shall take into consideration that the Site is on a closed landfill. The CM shall comply with all applicable laws and regulations including, but not limited to, the California Code of Regulations Title 27, Division 2, Chapter 3, Subchapter 5, and Title 23, Chapter 15.

1.33.3 Since the Project is on a closed landfill, the Project requires a site remedial action plan approved by the City of San Diego Local Enforcement Agency and the County of San Diego, Department of Environmental Health's, Voluntary Assistance Program oversight (VAP). The site remedial action work plan shall summarize the following activities: site investigation/waste sampling plan, on-site waste handling and storage, prevention of and monitoring for off-site migration of waste, and transportation protocols, and characterization work performed to date. It shall also outline the proposed construction activities for the Site and present plans and procedures necessary to appropriately manage the impacted soils on-site to maintain the closed landfill including assurance of proper containment of waste remaining onsite at the completion of construction and the off-site disposal activities of the impacted soil.

1.33.4 Proposers shall take into consideration the following for all Hazardous Waste (RCRA and non-RCRA Hazardous waste), lead impacted soils, and Regulated Waste encountered during the construction of the Convention Center Expansion III:

1. A California Certified Lead Project Monitor shall be required to oversee the contractor's compliance with the site remedial action plan.

2. Disposal of all Hazardous Waste and Regulated Waste shall be made to a City approved TSDF and Petroleum Contaminated Soil Disposal and Recycling facilities as specified in the 2012 City of San Diego Specifications (WHITEBOOK).
3. A community health and safety plan shall be required with a Certified Industrial Hygienist oversight as specified in the 2012 City of San Diego Specifications (WHITEBOOK).
4. Construction workers and project management staff that will work at the construction site will likely be required to obtain OSHA Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) in compliance with 29 CFR 1910.120.

2. 5.1 DELETE in its entirety and SUBSTITUTE with the following:

Prior to the Award of the PSA, the CM and its Subcontractors and Suppliers must register with the City's web-based contract compliance i.e., Prism® portal at: <https://pro.prismcompliance.com/default.aspx>

3. ADD the following:

4.4 Outreach Consultant. The CM shall hire a third party outreach consultant to increase participation by SLBE, ELBE, and DVBE firms.

4. Exhibit "A" CMAR SCOPE OF WORK AND SERVICES, Section 1.13, DELETE in its entirety and SUBSTITUTUTE with the following:

The CM may identify any construction components that will result in a lower total cost of design and construction if performed as a design-build Subcontract to the CM. If accepted by the City, the design and construction work shall be completed under Stage II services. It is not anticipated that any costs would be incurred during Stage I services. The CM shall identify the design-build components with cost savings in the Proposal.

5. ADD the following EXHIBITS and their attachments that are enclosed with this Addendum immediately following this page:

5.1.1 EXHIBIT E, "Pre-Construction Services Agreement"

5.1.2 EXHIBIT F, "Construction Services Agreement"

5.1.3 EXHIBIT K, "Final Concept Construction Cost Estimate"

END OF ADDENDUM "1"

Tony Heinrichs, Director - Public Works Department
Dated: August 10, 2012, San Diego, California
AG/MM/mm

**CONVENTION CENTER EXPANSION PHASE III
PRE-CONSTRUCTION SERVICES
AGREEMENT
(RFP – EXHIBIT E)
CONSTRUCTION MANAGER AT RISK (CMAR)**

City of San Diego



CITY CONTACT

Contract Specialist: Damian Singleton
Address: 1200 Third Avenue, Suite 200, MS 56P
Email: DSingleton@sandiego.gov
Phone No.: 619-235-5272 Fax No.: 619-236-5904
MM/BD/egzc

ADDENDUM "2"

REQUEST FOR PROPOSALS (RFP)

PRE-CONSTRUCTION SERVICES FOR THE CONVENTION CENTER EXPANSION PHASE III PROJECT CONSTRUCTION MANAGER AT RISK (CMAR)

BID NO.:	K-12-5795-CMAR-3-C
SAP NO. (WBS/IO/CC):	S-12022
CLIENT DEPARTMENT:	1000
COUNCIL DISTRICT:	2
PROJECT TYPE:	BT

PROPOSAL DUE

12:00 PM

AUGUST 22, 2012

CITY OF SAN DIEGO

PUBLIC WORKS DEPARTMENT

1200 THIRD AVENUE, SUITE 200, MS 56P

SAN DIEGO, CA 92101

ATTN: CONTRACT SPECIALIST

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP are hereby made effective as though originally issued with the RFP. CMs are reminded that all previous requirements to this solicitation remain in full force and effect.

B. BIDDERS QUESTIONS

Q1. Although information about hazardous material at the site is available in the EIR, what is the process for reviewing the additional information that the City has?

A1. The City has made the following information available for review by the CMs:

1. San Diego Convention Center Expansion Project—Site Closure Workplan Volume I & II

The CMs are encouraged to obtain and read these materials. To review and make copies of the information go to the following FTP site set up by the City:

<ftp://ftp.sannet.gov/OUT/K-12-5795-CMAR-3-C/>

Q2. Section: 3.12, “The Equal Opportunity Information.” In addition to the AA36 form and relevant certifications requested, do we also need to submit the Work Force Report for our preselected subcontractors at this time?

A2. No; unless the information has changed since the submittal of SOQ.

Tony Heinrichs, Director - Public Works Department

Dated: *August 15, 2012*, San Diego, California

AG/MM/mm/egz

City of San Diego



CITY CONTACT

Contract Specialist: Damian Singleton
Address: 1200 Third Avenue, Suite 200, MS 56P
Email: DSingleton@sandiego.gov
Phone No.: 619-235-5272 Fax No.: 619-236-5904
MM/BD/egzc

ADDENDUM “3”

REQUEST FOR PROPOSALS (RFP)

PRE-CONSTRUCTION SERVICES FOR THE CONVENTION CENTER EXPANSION PHASE III PROJECT CONSTRUCTION MANAGER AT RISK (CMAR)

BID NO.:	K-12-5795-CMAR-3-C
SAP NO. (WBS/IO/CC):	S-12022
CLIENT DEPARTMENT:	1000
COUNCIL DISTRICT:	2
PROJECT TYPE:	BT

PROPOSAL DUE

12:00 PM

AUGUST 22, 2012

CITY OF SAN DIEGO

PUBLIC WORKS DEPARTMENT

1200 THIRD AVENUE, SUITE 200, MS 56P

SAN DIEGO, CA 92101

ATTN: CONTRACT SPECIALIST

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP are hereby made effective as though originally issued with the RFP. The CMs are reminded that all previous requirements to this solicitation remain in full force and effect.

B. BIDDERS QUESTIONS

Q1. Will the CM be acting as the City's agent?

A1. No; being a CMAR project, the CM will be acting at its own risk during Stage I and Stage II services.

Q2. What is the process for the Subcontractor and Supplier Selection during the GMP preparation during Stage I?

A2. The CM shall select Subcontractors and Suppliers based on the firm offering the best value considering price and qualifications, pursuant to San Diego Municipal Code Section 22.3809(a)(3). Refer to CSA, Section 2.3.4, "Subcontractor and Supplier Selection" for the details. As an alternate to the best value process, the CMs may select Subcontractors through the City's Limited Competition process under which the Subcontracts may only be bid by the contractors who are on the City's approved SLBE-ELBE Construction Contractors List in accordance with Municipal Code Section 22.3611 & 22.3612. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.

Q3. All 1st tier Subcontractors must perform at least 50% of the work (as per RFP Exhibit A, item 1.29). Is this criterion also the same for second tier Subcontractors for the construction phase?

A3. For compliance with EOCP requirements, self performance requirement applies regardless of tier. The 50% rule only applies if the 1st or 2nd tier Subcontractor is to be counted as an SLBE, ELBE, DVBE, or SDVOSB.

Q4. Will the City consider counting vendor purchase orders or contracts on a 100% basis?

A4. No. For subcontractor participation details, see "Subcontractor Participation" in the WHITEBOOK 2012, Chapter 11, Section C. For "Definitions", reference the WHITEBOOK 2012, Chapter 11, Section B.

Q5. If a small business carries multiple certifications like minority owned, women owned and small business for example, will the City allow the CM to count the same business in multiple categories simultaneously, similar to small business programs on Federal projects?

A5. No; certified firm may only be counted once.

Q6. In response to RFP paragraph 4.2.2., please confirm whether or not there has been any change in the Equal Opportunity Subcontracting Participation Requirements due to funding sources.

A6. There have been no changes to the subcontracting requirements as specified in the RFP.

- Q7.** What, if any, SBE certifications are acceptable to count toward the 25% subcontracting participation goal stipulated in RFP paragraph 4.2.1?
- A7.** None; only SLBE, ELBE, DVBE, and Federally certified Service Disabled Veteran Owned Small Business (SDVOSB) will count.
- For SLBE-ELBE Certification – SLBE-ELBE certification is received from the City of San Diego, to search for certified firms visit: <http://www.sandiego.gov/eoc/boc/slbe.shtml>.
 - For DVBE Certification - DVBE certification is received from the State of California’s Department of General Services, Office of Small and Minority Business. Contact (916) 322-5060 or go to their link at: <http://www.pd.dgs.ca.gov/smbus/default.htm>.
 - For SDVOSB Certification - SDVOSB certification is received from the Small Business Administration (SBA) go to their Dynamic Small Business Search (DSBS) at: http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm and <https://www.sam.gov/portal/public/SAM/>.
- Q8.** In the proposed Construction Services Agreement, there is a conflict between the definition of General Conditions Costs (Article 1) and the Construction Fee (Section 5.2.6.3). The definition of General Conditions Costs includes on site personnel. The Construction Fee includes all CM personnel wherever located, including on site personnel.
- A8.** The City does not see a conflict.
- Q9.** In Addendum 1, page 55 in the Construction Services Agreement references Exhibits A through R. It is understood that some of these can't be completed until the GMP is finalized, however several of these Exhibits are necessary in order for us to better prepare our pricing (i.e., Exhibits E, F, J, K, O, etc.). Specifically, our insurance company has requested the coverage limits for construction which should be delineated in Exhibit F. Would it be possible for the City to issue these Exhibits or provide the requisite information in an addendum?
- A9.** See the status of the information as follows:
1. EXHIBIT E (SWPPP REQUIREMENTS): Assume Risk Level 2.
 2. EXHIBIT F (INSURANCE REQUIREMENTS): Assume the following minimum coverage:
 - a) Commercial Liability Insurance (Liability Insurance): \$10,000,000
 - b) Workers Compensation Insurance: See California Labor Code
 - c) Contractor’s Liability Insurance: \$460,000,000
 - d) Automobile Insurance: \$5,000,000
 3. EXHIBIT J (EOCP REQUIREMENTS): Not Used.
 4. EXHIBIT K (CALIFORNIA STATE REQUIREMENTS): Not Used
 5. EXHIBIT O (LEED POINTS): Not available.

- Q10.** RFP Requirement 3.10.4 - "The CM shall provide a table identifying the approximate number of hours per month or Full Time Equivalent (FTE) range the Project Team members will contribute to the Project during the design, bidding and construction phases. The Proposal shall identify Stage I and Stage II services separately and billing rates or ranges for each staff category". In order to not jeopardize the integrity of the evaluation process, we respectfully request to submit our response to 3.10.4 excluding the billing rates and then provide the full 3.10.4 response including billing rates, as part of the sealed Price Proposal. Please advise as to whether this would be acceptable.
- A10.** Submit the response to 3.10.4 excluding the billing rates and then provide the full 3.10.4 response including billing rates, as part of the sealed Price Proposal.
- Q11.** Please confirm that the only form documents required to be submitted in the response to the RFP are per Section 3.5: "Certification of Exceptions to RFP Document" and Section 3.12: Form AA36 & Workforce Report (If change from SOQ). All other form documents or Exhibits provided in the draft PSA and CSA are for reference only.
- A11.** Form documents referenced in the PSA and CSA are for the purpose of PSA and CSA. For form documents to be submitted with the Proposal refer to the RFP.
- Q12.** Please confirm that the 15% and 10% figures in Section 4.3.1 of the RFP are only examples and the values may vary.
- A12.** Confirmed. The CM shall specifically identify its' participation percentage commitment.
- Q13.** RFP Addendum 1, Section B -Bidders Questions, item A3, noted there will be two phases for Pre-Construction Services. RFP Exhibit A, Section 1 describes the first phase of Pre-Construction Services, but not the second phase. Please provide additional information on the second phase of Pre-Construction Services (when does it occur? What services are to be provided by the CM?).
- A13.** Note that these are funding phases occurring as funds become available. The scope for Pre-Construction Services is as defined on the RFP Exhibit A.
- Q14.** RFP Addendum 1, Section C, item 1.33 Hazardous Materials, subsection 1.33.3 discusses the requirement of a site remedial action plan. Please confirm this plan will be provided by others (i.e. not by the CM).
- A14.** The CM shall provide the specified plan.
- Q15.** RFP Addendum 1, Section C, item 1.33 Hazardous Materials, subsection 1.33.4.3 discusses the requirement of a community health and safety plan. Please confirm this plan will be provided by others (i.e., not by the CM).
- A15.** The CM shall provide the specified plan.

- Q16.** RFP Exhibit B, item 3.9.4 notes that the schedule should be from NTP through Acceptance assuming the milestone schedule provided in the RFP. We assume that our PSA and CSA fee and GC's proposals should match this schedule. However, as noted in RFP Addendum 1, Section B, item A10, no opening date for the expansion has been established. Are bidders to assume their own Acceptance and opening dates based upon the limited amount of information that has been provided?
- A16.** Assume a tentative date of May 2016 for Acceptance.
- Q17.** Does the City have a specific format and/or durations for bidders to propose their CSA fee and general conditions? If more than an average monthly rate is requested, please identify project duration and key activity milestones for consistency between proposals.
- A17.** No.
- Q18.** Will the City provide copies of the sign-in sheets for the mandatory pre-bid meeting?
- A18.** Contact Contract Specialist.
- Q19.** Will Revit (BIM) models produced by the Design Team during Stage I – Pre-Construction Services be made available to the CM? If yes, how often will the BIM content be provided?
- A19.** Yes. The frequency is not known at this time.
- Q20.** Our assumption is that any changes in staffing from the RFQ submission would be acknowledged by the City in writing in the PSA agreement and approval is not required prior to submission of the RFP response. Please confirm.
- A20.** Authorized changes to the SOQ must be clearly identified and submitted to the City with the Proposal as specified in the RFP.
- Q21.** Have presentation meeting dates and times been established?
- A21.** Interviews are scheduled to take place on August 27 and 28, 2012. . . Appointments will be sent out.
- Q22.** RFP Addendum 1 issued a draft CSA agreement. Exhibits to the CSA (A through R) were not issued. However, many of the Exhibits are required in order to provide our CSA fee and GC's proposal as requested by RFP Exhibit B, item 3.11.1.2. Will these Exhibits be issued in the next Addendum?
- A22.** Some of the Exhibits are simply place holders for future information as it become available. See A9.
- Q23.** Scope of Services document paragraph 2.1 states the GMP will be provided at 90% complete design. Paragraph 9.1 states that the GMP is due at 90% Construction Documents. Should Paragraph 2.1 read "90% Construction Documents" in lieu of "90% complete design"?
- A23.** GMP shall be provided at substantially complete design e.g., 90% stage or as directed by the City.

C. CHANGES TO RFP

1. 7.0 SUMMARY OF SCOPE OF WORK AND SERVICES. ADD the following:

7.1.2 For Stage II services, the CM shall designate a Contract Compliance Officer (CCO). The CCO's role is to assist the CM, Subcontractors, and Suppliers in achieving compliance in labor laws and regulations, such as prevailing wage, certified payroll, apprenticeship utilization, and subcontracting requirements. The CCO shall be the point of contact with the Engineer and shall be responsible for the monitoring and enforcement of the EOCP requirements throughout the Project duration. The City reserves the right to audit and inspect the CM's compliance within a reasonable notice.

END OF ADDENDUM "3"

Tony Heinrichs, Director
Public Works Department

Dated: *August 20, 2012*
San Diego, California

AG/MM/egz



**CONVENTION CENTER EXPANSION PHASE III
PRE-CONSTRUCTION SERVICES
AGREEMENT
CONSTRUCTION MANAGER AT RISK (CMAR)**

BID NO.: _____ K-12-5795-CMAR-3-C
SAP NO. (WBS/IO/CC): _____ S-12022
CLIENT DEPARTMENT: _____ 1000
COUNCIL DISTRICT: _____ 2
PROJECT TYPE: _____ BT

Table of Contents

RECITALS 1	1
ARTICLE I - SCOPE OF SERVICES	1
ARTICLE II - DURATION OF AGREEMENT	4
ARTICLE III - COMPENSATION	6
ARTICLE IV - INSURANCE	7
ARTICLE V - MANDATORY CONTRACT CLAUSES.....	9
ARTICLE VI - INDEMNIFICATION	12
ARTICLE VII - GENERAL PROVISIONS	12

List of Exhibits

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program
Attachment 1 Subcontractors List
- Exhibit E - CM Certification for a Drug-Free Workplace
- Exhibit F - Contractor Standards Pledge of Compliance
- Exhibit G - Conflict of Interest Determination Form
- Exhibit H - Equal Benefits Ordinance Certification of Compliance
- Exhibit I - Regarding Information Requested under the California Public Records Act
- Exhibit J - American with Disabilities Act (ADA) Compliance Certification

**PRE-CONSTRUCTION SERVICES AGREEMENT
BETWEEN THE CITY OF SAN DIEGO
AND «CM_NAME» FOR THE
CONVENTION CENTER EXPANSION PHASE III**

This Agreement is made and entered into between the City of San Diego, a municipal corporation (City), and «CM_Name» (CM) for the CM to provide construction manager at risk Pre-Construction Services to the City for the Convention Center Expansion Phase III (Project).

RECITALS

- A. The City is considering expanding the Convention Center. The City desires to hire a licensed contractor to perform tasks during the Project design phase, including design review, value engineering, cost estimation, solicitation of subcontracted trades and materials, bidding, and preparation of a guaranteed maximum price (GMP) proposed for construction services.
- B. To design and assist in the administration of the Project the City has entered into a contract with Fentress Architects, hereinafter referred to as the “Design Professional.”
- C. The Mayor and City Council authorized the award and execution of a Pre-Construction Services agreement with the CM for the Project pursuant to Resolution No. R-_____ and San Diego Municipal Code (SDMC) Section 22.3808.
- D. The CM has the expertise, experience and personnel necessary to work with the Design Professional and provide Pre-Construction Services for the Project.

NOW THEREFORE, for and in consideration of the recitals stated above and incorporated herein by this reference and the mutual obligations of the Parties expressed herein, the City and the CM agree as follows:

AGREEMENT

ARTICLE I - SCOPE OF SERVICES

- 1.1 Scope of Services.** The CM shall perform the Pre-Construction Services (Services) as set forth in the Scope of Services attached hereto as Exhibit A, and the CM’s Proposal submitted in response to the City’s Request for Proposals (RFP) for this Project. In the event of a conflict between the Scope of Services and the CM’s Proposal, the Scope of Services shall have precedence. Provisions addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.
- 1.2 Contract Administrator.** The Public Works Department is the contract administrator for

this Agreement. The CM shall provide the Services under the direction of a designated representative of the Public Works Department. The City's designated representative will communicate with the CM on all matters related to the administration of this Agreement and the CM's performance of the Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless this Agreement specifies otherwise. The CM shall bring any direction received from any other City employee to the City's designated representative for confirmation.

- 1.3 City Modification of Scope of Services.** The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the CM's cost of, or the time required for, the performance of any of the Professional Services, the CM shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the CM's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.
- 1.4 Written Authorization.** Prior to performing any Services, the CM shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the CM shall immediately advise the City in writing of any anticipated change in the Scope of Services, Compensation and Fee Schedule (Exhibit B), or Time Schedule (Exhibit C), and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the CM from its duty to render all Services in accordance with applicable laws and accepted industry standards.
- 1.5 Confidentiality of Services.** All Services performed by the CM, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the CM, 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 CM, at the time that it was disclosed to the CM by the City, (b) subsequently becomes publicly known through no act or omission of the CM, or (c) otherwise becomes known to the CM other than through disclosure by the City. Except for subcontractors covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.
- 1.6 Competitive Bidding.** The CM shall confirm that the plans and specifications for the Project are prepared to allow for competitive bidding. The CM shall provide advice and recommendations such that procurement of services, labor or materials are not available from only one source, or developed around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by the City. The CM shall submit this written justification to the City prior to incorporating such a recommendation into the GMP. Whenever the CM recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products

that are capable of meeting the functional requirements applicable to the Project.

1.7 Industry Standards. Services performed by the CM under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent licensed contractor and 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 CM of responsibility for complying with all applicable laws, codes, and good consulting practices.

1.8 Subcontractors. The CM's hiring or retaining of any third parties (Subcontractors) to perform Services (Subcontractor Services) is subject to prior approval by the City. The CM shall list on the Subcontractor List (Exhibit D Attachment 3) all Subcontractors known to the CM at the time this Agreement is executed. If at any time after this Agreement is entered into the CM identifies a need for additional Subcontractor Services, the CM shall give written notice to the City of the need, at least 45 Days before entering into a contract for such Subcontractor Services. The CM's notice shall include a justification, a description of the Scope of Services, and an estimate of all costs for the Subcontractor Services. The CM may request that the City reduce the 45 Day notice period. The City agrees to consider such requests in good faith.

1.8.1 Disputes. In any dispute between the CM and Subcontractor, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CM agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the CM and Subcontractor should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this provision.

1.8.2 Withholding. In the case of a deficiency in the performance of Subcontractor Services, the CM 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.

1.9 Subcontracts. All contracts entered into between the CM and any Subcontractor shall provide as follows:

1.9.1 Insurance. The CM shall require the Subcontractor to obtain insurance policies, as described in Article IV, and those policies shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Furthermore, Subcontractor policy limits, and required endorsements shall be determined by the CM proportionate to the services performed by the Subcontractor.

1.9.2 Prompt Payment. The CM is obligated to pay the Subcontractor, for CM and City-approved invoice amounts, out of amounts paid by the City to the CM, not

later than 7 Days from the CM's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the CM and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves. If payment is withheld due to deficient work provided by a Subcontractor, once the Subcontractor corrects the deficiency, the CM shall pay the Subcontractor the amount withheld within 7 Days of the CM's receipt of the City's next payment.

1.9.3 Equal Opportunity Contracting. 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.

1.9.4 Intended Beneficiaries. 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.

1.10 Contract Activity Report. The CM shall submit statistical information to the City as requested in the City's Contract Activity Report (Exhibit D Attachment 2). 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 CM shall provide an invoice from each Subcontractor listed in the report.

1.11 CM and Subcontractor Principals. It is understood that this Agreement is for unique professional Services. Retention of the CM is based on the particular professional expertise of the following members of the CM's organization: «**CM_Team_Names**» (Project Team). Accordingly, performance of Professional Services on the Project may not be delegated to other members of the CM's organization or to Subcontractors without the prior written consent of the City. 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 is a default of the terms and conditions of this Agreement by the CM. 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 CM, to require any of the CM's employees or agents to be removed from the Project.

ARTICLE II - DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or «**Completion_Date**» whichever is the earliest but not to exceed 5 years unless approved by City ordinance.

2.2 Time of Essence. Time is of the essence for each provision of this Agreement, unless

otherwise specified in this Agreement. The time for performance of the Scope of Services is set forth in the Time Schedule.

- 2.3 Notification of Delay.** The CM shall immediately notify the City in writing if the CM experiences or anticipates experiencing a delay in performing the Services within the time frames set forth in the Time Schedule. 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 City's requirements for the Services, the City may exercise its rights under Sections 2.5-2.7 of this Agreement.
- 2.4 Force Majeure.** If delays in the performance of the Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the CM to a reasonable extension of time, but such delay shall not entitle the CM 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 CM's work; inability to obtain materials, equipment, or labor; required additional Services; or other specific reasons agreed to between the City and the CM; provided, however, that: (a) this provision shall not apply to, and the CM shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the CM; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the CM to an extension of time unless the CM furnishes the City, in a timely manner, documentary proof satisfactory to City of the CM'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 CM's performance of the 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 CM 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 CM a sum equivalent to the reasonable value of the Services the CM has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the CM. The City may then require the CM to resume performance of the Services in compliance with the terms and conditions of this Agreement; provided, however, that the CM 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 Services agreed to pursuant to this Agreement by giving 30 Days written notice of such termination to the CM. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Services shall be effective 30 Days after receipt of the notice by the CM. Upon notice of termination from the City, the CM shall complete any and all additional work necessary for the orderly filing of documents and closing of the CM's Services under this Agreement. For services satisfactorily rendered in completing the work, the CM shall be entitled to fair and reasonable compensation for the Services performed by the CM before the effective date of termination. After filing of documents and completion of performance, the CM shall deliver to the City all documents or records

related to the CM's Services. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the CM 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 CM fails to satisfactorily perform any obligation required by this Agreement, the CM's failure constitutes a Default. A Default includes the CM's failure to adhere to the Time Schedule. If the CM fails to satisfactorily cure a Default within 10 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 CM, and any person claiming any rights by or through the CM 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 CM.

ARTICLE III - COMPENSATION

- 3.1 Amount of Compensation.** The City shall pay the CM for actual costs incurred for performance of the Services in accordance with the Compensation and Fee Schedule, in an amount not to exceed \$_____. The compensation for the Scope of Services shall not exceed \$_____, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$_____. This is a guaranteed maximum price, requiring the CM to successfully complete the Services even if its actual costs exceed the maximum compensation allowed by this Section.
- 3.2 Additional Services.** The City may require that the CM perform additional Services (Additional Services) beyond those described in the Scope of Services. Prior to the CM's performance of Additional Services, the City and the CM must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule. The City will pay the CM for actual costs incurred for the performance of Additional Services in accordance with Section 3.3.
- 3.3 Manner of Payment.** The City shall pay the CM in accordance with the Compensation and Fee Schedule. For the duration of this Agreement, the CM shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The CM shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The CM shall include with each invoice a description of completed Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within 30 Days of receipt.
- 3.4 Additional Costs.** The CM shall not be paid for any Services required due to the CM's errors or omissions, and the CM shall be responsible for any additional costs it incurs as a result of such errors or omissions.

ARTICLE IV - INSURANCE

- 4.1 Insurance.** The CM shall not begin the Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates reflecting evidence of all insurance as set forth herein; however, the City reserves the right to request, and the CM shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required in Section 4.4 of this Agreement; and (c) confirmed that all policies contain the specific provisions required in Section 4.5 of this Agreement. CM's liabilities, including but not limited to CM'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 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 CM'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 CM shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.
- 4.2 Types of Insurance.** At all times during the term of this Agreement, the CM shall maintain insurance coverage as follows:
- 4.2.1 Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- 4.2.2 Commercial Automobile Liability.** For all of the CM's automobiles including owned, hired and non-owned automobiles, the CM 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).
- 4.2.3 Workers' Compensation.** For all of the CM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the CM 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 CM 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.
- 4.2.4 Professional Liability.** For all of the CM's employees who are subject to this Agreement, the CM 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 CM shall ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) 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 CM 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 Deductibles. All deductibles on any policy shall be the responsibility of the CM and shall be disclosed to the City at the time the evidence of insurance is provided.

4.4 Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Agreement shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City. 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 Line 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.

4.5 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.

4.5.1 Commercial General Liability Insurance Endorsements.

4.5.1.1 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.

4.5.1.2 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 CM's insurance and shall not contribute to it.

4.5.2 Commercial Automobile Liability Insurance Endorsements.

4.5.2.1 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 automobile owned, leased, hired or borrowed by or on behalf of the CM.

4.5.3 Worker's Compensation Endorsements.

4.5.3.1 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.

4.6 Reservation of Rights. The City reserves the right, from time to time, to review the CM's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the CM 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.

4.7 Additional Insurance. The CM may obtain additional insurance not required by this Agreement.

4.8 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.

ARTICLE V - MANDATORY CONTRACT CLAUSES

5.1 Non-Discrimination Requirements. All City agreements, contracts, and subcontracts are subject to the City's Nondiscrimination in Contracting Ordinance No. O-2000-143 adopted on April 10, 2000. All City contractors and subcontractors should be aware of the provisions of Municipal Code Sections 22.3501 - 22.3517. The policy applies equally to the CM and all Subcontractors and Suppliers.

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

5.1.2 Non-Discrimination Ordinance. The CM 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 CM shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The CM 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 CM and any Subcontractors, vendors and suppliers.

5.1.3 Compliance Investigations. Upon the City's request, the CM agrees to provide to the City, within 60 Days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the CM 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 CM for each subcontract or supply contract. The CM further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance. The CM 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 CM up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The CM further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

5.2 Drug-Free Workplace. The CM 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 CM shall certify to the City that it will provide a drug-free workplace by submitting a CM Certification for a Drug-Free Workplace form [Exhibit E].

5.2.1 CM's Notice to Employees. The CM 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.

5.2.2 Drug-Free Awareness Program. The CM shall establish a drug-free awareness program to inform employees about all of the following:

5.2.2.1 The dangers of drug abuse in the work place.

5.2.2.2 The policy of maintaining a drug-free work place.

5.2.2.3 Available drug counseling, rehabilitation, and employee assistance programs.

5.2.2.4 The penalties that may be imposed upon employees for drug abuse violations.

5.2.3 Posting the Statement. In addition to Section 4.7.1 above, the CM shall post the drug-free policy in a prominent place.

5.2.4 Subcontractor's Agreements. The CM further certifies that each contract for Subcontractor Services for this Agreement 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.

CMs and Subcontractors shall be individually responsible for their own drug-free work place program.

5.3 Product Endorsement. The CM 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.

5.4 Equal Benefits. Effective January 1, 2011, any contract entered into, awarded, amended, renewed, or extended is subject to the City’s Equal Benefits Ordinance (EBO). In accordance with the EBO, the CM must certify it will provide and maintain equal benefits as defined in Section 22.4302 of the Municipal Code for the duration of this Agreement. Failure to maintain equal benefits is a material breach of this Agreement (see Exhibit H). The CM 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.”

The CM must also give the City access to documents and records sufficient for the City to verify CM is providing equal benefits and otherwise complying with the EBO. The full text of the EBO and the rules implementing the EBO 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.

5.5 ADA Certification. Pursuant to City Council Policy 100-04, the CM shall comply with all portions of Title 24 and the ADA. The CM shall ensure that language requiring compliance with City Council Policy 100-04 is incorporated into all its contracts with firms working on the Project. The CM and its Subcontractors will be individually responsible for administering their own ADA and Title 24 program. The CM shall execute and submit to the City the Certification for Title 24/ADA Compliance, as shown in Exhibit J.

5.6 San Diego Business Tax Certificate. The CM and all Subcontractors not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, City Operations Building, Community Concourse, before performing any work on the Project.

5.7 Contractor Standards. This Agreement is subject to the Contractor Standards clause of San Diego Municipal Code Section 22.3004. The CM is required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit F.

ARTICLE VI - INDEMNIFICATION

6.1 Indemnification and Hold Harmless Agreement. CM agrees to defend, indemnify, protect and hold City, its agents, officers and employees, harmless from and against all

claims asserted, or liability established for damages or injuries to any person or property including to CM's employees, agents or officers, or judgments arising directly or indirectly out of obligations, work or services herein undertaken, which arise from, are connected with, are caused or claimed to be caused by the acts or omissions of the CM, its agents, officers and employees. The obligation to indemnify shall be effective even if the City, its agents, officers or employees established passive negligence contributes to the loss or claim. The CM agrees that the City may elect to conduct its own defense or participate in its own defense of any claim related to this project. The CM's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its agents, officers or employees.

- 6.2 Survival Clause.** The CM's obligations under Section 6.1 shall survive the termination or expiration of the Agreement and continue so long as a viable claim exists.

ARTICLE VII - GENERAL PROVISIONS

- 7.1 Mandatory Mediation.** If a dispute arises out of or relates to this Agreement that cannot be resolved through normal contract negotiations, the CM and the City must first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of the American Arbitration Association (AAA) or any other neutral organization agreed upon by the parties before having recourse in a court of law.

7.1.1 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 the subject matter of this Agreement, if possible, and chosen from lists furnished by AAA or any other agreed upon mediator.

7.1.2 Mediation Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All joint expenses of the mediation, including required traveling and other expenses of the 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.

7.1.3 Conduct of Mediation. Mediation hearings will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code Sections 1115 - 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though the City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

7.1.4 Mediation Results. Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or

binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

7.2 Conflict of Interest. The CM shall establish and make known to its employees appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. Project personnel shall not accept gratuities or any other favors from potential Subcontractors or suppliers.

7.2.1 Applicable Laws. The CM shall be subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, e.g., California Government Code Sections 1090, et. seq., and 81000, et. seq., and the City Ethics Ordinance, codified in the City Municipal Code at Section 27.3501 to 27.3595.

7.2.2 Statement of Economic Interests. If, in performing the Services and/or Work set forth in this Agreement, the CM makes, or participates in, a “governmental decision” in accordance with title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in the applicable department’s conflict of interest code, the CM shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CM’s relevant financial interests.

7.2.2.1 Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The CM shall file a Form 700 (Assuming Office Statement) within 30 Days of the City’s written determination that the CM shall be subject to a conflict of interest code. The CM shall file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the CM was subject to a conflict of interest code.

7.2.2.2 If the City requires the CM to file a statement of economic interests as a result of the Services and/or Work performed, the CM shall be considered a “City Official” subject to the provisions of the City Ethics Ordinance, including the prohibition against lobbying the City for one year following the expiration or termination of this contract.

7.2.3 Affiliations. The CM shall not recommend or specify any product, supplier, or contractor with whom the CM has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies. This section shall not prohibit CM from utilizing its in-house brokerage staff to secure all insurance required by the Contract Documents.

7.2.4 Violations. If the CM violates any conflict of interest laws or any of these conflict

of interest provisions, the violation shall be grounds for immediate termination of this Agreement for cause. Further, the violation subjects the CM to liability to the City for all non-consequential damages sustained as a result of the violation.

7.3 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the City's request, the CM, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The CM'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.

7.3.1 Compensation for Mandatory Assistance. The City will compensate the CM for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.2 of this Agreement. 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 CM, its agents, officers, and employees, the CM shall reimburse the City an amount proportionate to the CM's fault. The City is then entitled to reimbursement of the same proportionate amount of all fees paid to the CM, its agents, officers, and employees for Mandatory Assistance.

7.3.2 Attorney Fees related to Mandatory Assistance. Attorney fees the CM or the City may incur as a result of assistance provided under Section 7.3 are not reimbursable.

7.4 Right to Audit. The City may examine any and all books, records, documents and any other evidence of procedures and practices in the possession of the CM or its Subcontractors that the City determines are necessary to discover and verify that the CM or Subcontractor is in compliance with all requirements under this Agreement.

7.4.1 Access. The CM grants the City the right to review and audit, and the reasonable right of access to CM's and any Subcontractor's premises to review and audit the CM's or Subcontractor's compliance with the provisions of this Agreement (City's Right) during normal business hours. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the CM's premises, of any and all records related to the Services provided hereunder 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.

7.4.2 Cost Audit. If the CM submits a request for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

7.4.3 Accounting Records. The CM and all subcontractors shall maintain complete and accurate records in accordance with generally accepted accounting practices

in the industry. The CM and Subcontractors shall make available to the City for review and audit, all Service related accounting records and documents, and any other financial data. Upon the City's request, the CM and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

7.4.4 City's Right Binding on Subcontractors. The CM shall include the City's Right as described in Section 7.4, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

7.4.5 Compliance Required before Mediation or Litigation. A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the CM's and Subcontractors full compliance with the provisions of this Section 7.4 within 60 Days of the date on which the City mailed a written request to review and audit compliance.

7.5 Notices. All notices required to be given under this Agreement must be in writing and either served personally, sent by facsimile transmission, or mailed by express or certified mail with delivery confirmation. Notices shall be effective upon receipt. Notices shall be mailed to:

CM
[insert address]

Public Works Director
City of San Diego
202 "C" Street, 9th Floor
San Diego, CA 92101

7.6 Assignment. The CM 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 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.

7.7 Independent Contractors. The CM and any Subcontractors employed by the CM 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 CM concerning the details of performing the Services, or to exercise any control over such performance, shall mean only that the CM shall follow the direction of the City concerning the end results of the performance.

7.8 Covenants and Conditions. All provisions of this Agreement expressed as either covenants or conditions on the part of the City or the CM, shall be deemed to be both covenants and conditions.

7.9 Compliance with Controlling Law. The CM shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the CM shall comply immediately with all directives issued by

the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

7.10 Contract Interpretation. This Agreement is intended to permit the parties to complete the Project according to the Project Schedule. This Agreement, its exhibits, and any documents identified in Section 1.1 are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

7.10.1 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Agreement and its 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.

7.10.2 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.

7.11 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.

7.12 No Waiver. No failure of either the City or the CM 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.

7.13 Severability. Should any provision of this Agreement be held invalid or illegal by a court or administrative agency of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but, rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely

frustrate either or both parties' essential objectives set forth in this Agreement.

- 7.14 Additional Consultants or Contractors.** The City reserves the right to employ, at its own expense, such additional consultants or contractors as the City deems necessary to perform work or to provide the Services.
- 7.15 Employment of City Staff.** This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the CM 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 Mayor or City Council in connection with the selection of the CM.
- 7.16 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.
- 7.17 Public Records.** This contract is public document subject to the California Public Records Act, and as such may be subject to public review per Exhibit I (Regarding Information Requested under the California Public Records Act).
- 7.18 Survival.** Any obligation that accrues under this Agreement prior to its expiration or termination shall survive such expiration or termination.
- 7.19 Third Party Beneficiaries.** Nothing in this Agreement shall grant rights or benefits to anyone other than the City and the CM, and any alleged third party beneficiaries are hereby expressly disclaimed. The parties understand and agree, however, that to the extent permitted by law, the City is an intended third party beneficiary of the CM's agreements with its Subcontractors performing work on the Project.
- 7.20 Mutual Cooperation.** The City and the CM commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under this Agreement.
- 7.21 Incorporation of Exhibits.** All exhibits referenced in this Agreement and the documents referenced in Section 1.1 are hereby incorporated into and made a part of this Agreement by reference.
- 7.22 Integration Clause.** The City and the CM represent, warrant and agree that no oral promise or agreement not expressed herein has been made to them, that this Agreement contains the entire agreement between the parties, that this Agreement supersedes any and all prior oral agreements or understandings between the parties unless otherwise provided herein, and that in executing this Agreement, neither party is relying on any statement or representation made by the other party concerning the subject matter, basis or effect of this Agreement other than as set forth herein, and that each party is relying solely on its own judgment and knowledge. This Agreement may not be amended except by an instrument in writing signed by both parties.

7.23 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.

7.24 Exhibits. References to Consultant as identified in the Exhibits D through J shall also and equally apply to CMs.

The remainder of this page has intentionally been left blank

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego pursuant to Resolution No. R-_____ authorizing such execution, and the CM acting by and through its authorized officer.

[insert name of CM]

THE CITY OF SAN DIEGO

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

I HEREBY APPROVE the form and legality of the foregoing agreement this _____ day of _____, 2012.

JAN I. GOLDSMITH, City Attorney

By: _____

Deputy City Attorney

SCOPE OF SERVICES

SCOPE OF SERVICES

1. **General.** The Scope of Services shall be as described progressively in the RFQ, RFP, and this Agreement.
 1. The CM shall review the program furnished by the City to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the City.
 2. The CM shall provide a preliminary evaluation of the City's program, schedule, and construction budget requirements, each in terms of the other.
 3. The CM shall expeditiously review design documents during their development and advise on selection of materials, building systems and equipment, and methods of Project delivery relative to the feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation, and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.
 4. The CM shall promptly notify the City and the Consultant in writing upon observing any features in the Contract Documents that appear to be ambiguous, confusing, conflicting, or erroneous.
 5. All ambiguous, confusing, conflicting, or erroneous features discovered in the Contract Documents by the CM during the review process shall be deemed to be corrected, and any associated costs shall be included in the GMP unless the CM notifies the City otherwise in writing prior to the advertisement for bids associated with the development of the GMP.
 6. The CM shall consult with the City and Consultant regarding the Contract Documents including design materials and make recommendations regarding design details that adversely affect constructability, cost, or schedules.
 7. The CM shall provide recommendations and information to the City and Consultant regarding the assignment of responsibilities for temporary Project facilities and equipment, materials, and services for common use of the trade contractors. The CM shall verify that such requirements and assignment of responsibilities are included in the applicable proposed Contract Documents.
 8. The CM shall provide recommendations and information to the City regarding the allocation of responsibilities for safety programs among the contractors. The CM shall provide recommendations and information to the City regarding the maintainability of system to meet industry standards. The CM shall become familiar with Convention Center operations that should remain operational during construction. The CM shall provide recommendations and information to the City regarding the methods to reduce impacts on operations.
 9. The CM shall advise on the division of the Project into individual contracts for various categories of Work, including the method to be used for selecting contractors and awarding contracts. If multiple contracts are to be awarded, the CM shall review the Construction

Documents and make recommendations as required to provide that (1) the Work of the contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

10. Upon request, the CM shall assist the City in selecting, retaining, and coordinating the professional services of e.g., surveyors, special consultants, and testing laboratories required for the Project as needed.
11. The CM shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The CM shall make recommendations for actions designed to minimize adverse effects of labor shortages.
12. The CM shall assist the City in obtaining information regarding applicable requirements for equal employment opportunity programs for inclusion in the Contract Documents.
13. The CM shall develop bidders' interest in the Project and establish bidding schedules. The CM, with the assistance of the Consultant, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The CM shall assist the Consultant with regard to questions from bidders and with the issuance of addenda.
14. The CM shall assist the City and the Consultant in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various contractors. The CM shall assist the City and Consultant in connection with the City's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.
15. The CM shall assist the design professionals and the City and the Consultant with the discussions and development of the program for off- and on-site utility infrastructure for the various utility companies. Evaluate related information, e.g., load letters, points of entry, typical construction details, etc., on basis of constructability and VE including cost studies as may be needed to evaluate impact to the Project and alternatives.
16. As needed, attend meetings with City, Consultant and utility companies to provide input on design alternatives to reduce cost and schedule impacts.
17. Provide recommendation during BIM development by Consultant in anticipation of BIM being transferred to CM for construction management and conflict detection during construction stage.
18. Implement a web based information system for information transfer and storage of information.
19. LEED provide recommendation on Construction credits to achieve Silver Certification and assist the design professionals and the City in analyzing design credit alternatives.

2. Budget and Cost Estimates

1. The CM shall create a comprehensive construction cost estimate with trade breakdowns (e.g., concrete, steel, curtain wall, drywall, electrical, mechanical, HVAC, etc.) that can be tracked based on unit costs and unit pricing. The CM shall prepare four (4) estimates including the GMP: (1) 100% Schematic Drawings completion; (2) 30% Design Development; (3) at 60% Design Development; and (4) the GMP estimate at 90% complete design. Estimates shall carry multiple alternates to reflect the continuing cost studies as the design develops. The cost estimates shall address the impact of design changes.
2. The CM shall develop a Project budget independent from any similar cost estimates required of the Design Consultant, which shall be updated (CM Cost Model Update) as needed but at a minimum as identified in this RFP. Prior to the development of the cost model, the CM shall meet with the City and Design Consultant and establish a common cost estimating format so that Project cost estimates prepared by the Design Consultant and CM may be directly compared. Each CM Cost Model Update must identify the total construction costs for the proposed facilities, CM construction management fee, bonds, insurance and contingency.
3. Each CM Cost Model Update will be reviewed by the City for reasonableness and compatibility with the Project budget. Meetings and negotiations between the City, Design Consultant and the CM will be held to resolve questions and differences that may occur between the Design Consultant's Probable Construction Costs and the CM Cost Model Update. The CM shall work with the City and Design Consultant to reach a mutually acceptable Project cost.
4. Based on schematic designs and other design criteria prepared by the Consultant and approved by the City, the CM shall prepare a preliminary cost estimate using area, volume, or similar conceptual estimating techniques. The preliminary cost estimate shall be submitted to the City for review and approval. From time to time, as requested by the City, the CM shall provide budgets and cost estimates for changes made by the City's users or primary tenant(s) to the base building scope of work.
5. When Design Development Documents have been completed by the Consultant and approved by the City, the CM shall prepare and submit a detailed estimate with supporting documentation to the City for review and approval.
6. If any estimate submitted to the City exceeds previously approved estimates or the City's budget, the CM shall make reasonable recommendations to the City for scope reduction, Value Engineering, or both to bring the estimated cost of construction within the City's budget.
7. The CM shall assist the City in developing cash flow projections.

3. Value Engineering (VE)

1. The CM shall provide VE services during the pre-construction phase. The CM shall submit written VE estimates and recommendations throughout the document development phases. The CM shall provide a sample VE report for the City's approval and shall provide VE

services of similar scope and level of effort to that shown in the sample. The CM recognizes that VE is an iterative process and that it may be required to modify its estimates and recommendations in response to review of its reports by the City.

4. Interdisciplinary Check

1. The CM shall provide a thorough interdisciplinary coordination review of the Contract Documents submitted for review to the City. The review shall be performed utilizing a structured and industry accepted process by a qualified firm or personnel. The CM shall review the final documents to see that all comments have been incorporated and Plans have been coordinated with each other and for the purpose of various trades involved in the construction.

5. Project Schedule

1. The CM is aware that the Pre-Construction Services shall be completed within a fixed time frame. The CM shall perform its duties in a timely manner consistent with the Project Schedule.
2. The CM shall prepare a master Project schedule in Primavera format (or equal) which identifies milestones for the City's review and e.g., turnover dates to City's user(s), completion date, equipment and material delivery dates, and work necessary to achieve these dates for approval by the City. The Project schedule shall include both design and construction activities. The CM shall coordinate and integrate the Project schedule with the services and activities of the City and the Consultant and the CM. The CM shall obtain the input of the City and the Consultant for those portions of the Project schedule relating to the performance of their services. The Project schedule shall include timelines for work slow-down, stoppage, and phasing.
3. As design proceeds, the Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipts, and approval of pertinent information, submittal of a GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, the City's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of completion. If updates to the Project schedule indicate that previously approved schedules may not be met, the CM shall advise the City of the particular activities causing the schedule to be extended and shall recommend a schedule recovery plan to the City.
4. The CM shall analyze the cost and schedule implications of selective use of working outside normal working hours.

6. Advice On Constructability And Logistics

1. The CM shall review design documents and make recommendations on means and methods of construction as well as availability of labor and materials. The CM shall advise the City regarding potential jurisdictional disputes between trades. The CM shall produce a site safety plan that complies with the requirements of all governing bodies having jurisdiction.

2. The CM shall review the design and Contract Documents continuously throughout the Pre-Construction Stage as to constructability. With respect to each such issue identified through the CM's review, the CM shall submit a written report to both the City and the Design Consultant. At a minimum, each such written report shall contain: (1) a description of the constructability issue with background information; (2) a summary of the in-depth study/research conducted by the CM; and, (3) written recommendations for addressing the issue.
3. The CM shall establish a sequence of construction with the City and the Consultant with respect to specific site logistics. CM shall provide site logistics plans and sequence diagrams reflective of the various stages of construction progress (i.e., site work, utility infrastructure, commencement of structures, etc.) and as may be required for proposed construction phasing alternatives.

7. Meetings

1. The CM shall schedule and attend regular meetings with the City and the Consultant and shall produce minutes of such meetings when requested by the City and distribute them to all attendees and other concerned parties. The CM has included approximately two (2) meetings per month with the design team and the City. If so requested by the City, the CM shall attend a reasonable number of other meetings with governmental agencies, community groups, the City's primary users or other third parties and shall produce minutes of such meetings for the City's use when requested by the City.

8. Permits And Approvals

1. The City will file, expedite, and pay the fee for the application for the project permit and obtain approval of site plan and construction drawings from the City's Development Services Department when applicable.
2. The CM shall obtain Work permits from the governmental agencies having jurisdiction over the Project for the demolition and other preliminary construction Work if directed by the City.

9. Guaranteed Maximum Price Proposal For Construction Services

1. The CM shall propose a Guaranteed Maximum Price (GMP) on the City provided form when the Construction Documents are 90% complete or not more than 9 months after NTP. The proposed GMP shall be the sum of the estimated costs e.g., Cost of the Work, General Conditions, insurance, CM's Contingency, taxes, and the CM's Fee.
2. The assumptions and qualifications upon which the GMP is based shall be included as part of the Proposal and shall have priority over all other Contract Documents.
3. Refer to the RFP for the definitions of GMP cost components.

10. Acceptance of The GMP Proposal For Construction Services

1. If the GMP proposal for the Construction Services is accepted by the City, the parties shall execute a separate agreement for construction stage construction management services (Contract) which shall contain mutually acceptable terms and conditions. If negotiations between the City and CM concerning the amount of GMP or terms of the GMP Construction Contracts reach an impasse, the City shall have the right to award a contract for the Construction Services to an entity other than the CM through open bidding i.e., separate procurement based on low bid competition without being liable to the CM for claims for losses e.g., anticipated profits.

11. Long-Lead Items

1. The CM shall identify long-lead items. The CM shall make recommendations with respect to current market trends that may affect procurement and installation so as to minimize potential delays and cost premiums.
2. When directed by the City to purchase long-lead items:
 1. The CM shall pre-qualify several potential Suppliers, for City's approval.
 2. The CM shall submit request for bids including Bid documents prepared by the Consultant for the City's approval before bids are solicited and shall make such modifications thereto as the City deems advisable.
 3. The CM shall analyze bids and make recommendations for award of purchase orders.
 4. The City will prepare written authorization to be executed by the CM to enter into purchase order agreements for the purchase of long-lead items.
 5. The following representative list of long-lead items may be supplemented upon written agreement between the City and CM:
 1. Structural Steel (long-lead item);
 2. Curtain Wall (long-lead item);
 3. Elevator Equipment (long-lead item);
 4. HVAC Equipment (long-lead item);
 5. Electrical Equipment (long-lead item).

COMPENSATION AND FEE SCHEDULE

HOURLY RATES

<u>CLASS TITLE</u>	<u>FULLY LOADED RATE</u>
Project Manager	\$
Engineer	\$
Cost Estimator	\$
VE Specialist	\$
Construction Superintendent	\$
Project Administrator	\$
	\$

EXPENSES

Subconsultant mark-up (provide invoices)	0%
Direct expense mark-up (third party billings and Specific expenses such (e.g., copies and printing)	5%
Max per diem rate for overnight accommodation	\$170
Meals for full day is stipulated at	\$60

IN-HOUSE PLOTS

Bond (per sheet)	\$
Vellum (per sheet)	\$
Mylar (per sheet)	\$

PRE-CONSTRUCTION SERVICES GUARANTEED MAXIMUM PRICE \$

Notes:

1. Add additional categories/lines as needed.
2. See RFP, Exhibit B, Section 3.11 and the PSA, Section 3.1 for details and include the required pricing.

TIME SCHEDULE

**EOCP CONSTRUCTION MANAGER AT RISK
PRE-CONSTRUCTION SERVICES REQUIREMENTS
EOCP CONSTRUCTION MANAGER AT RISK
PRE-CONSTRUCTION SERVICES REQUIREMENTS**

1. References to Consultant as identified herein shall also and equally apply to CMs.
2. This Agreement is subject to current edition of Chapter 10 in the City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK) except as follows:
 - a. The CM's Equal Opportunity Contracting Strategic Plan shall be approved by the City and incorporated into this agreement.
3. List of Forms:
 - a. Attachment 3 1 - Subcontractors List

RFP-EXHIBIT E / PSA - EXHIBIT D

ATTACHMENT 1

SUBCONTRACTORS LIST NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	TAX ID NUMBER	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIAL SOR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, OR SDVOSB ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____							

① As appropriate, Bidder shall identify Subcontractor or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|---|--------|--|------|
| 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 | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | | |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

② As appropriate, Bidder shall indicate if Subcontractor or Supplier is certified by:

- | | | | |
|--|--------|--|------------------------------------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| | | State of California CA | U.S. Small Business Administration |

RFP-EXHIBIT E / PSA - EXHIBIT E

CM CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: _____

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:

Name under which business is conducted

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 _____
Title _____
Date _____

City of San Diego
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 Section 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 Section 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:

B. BIDDER/CONTRACTOR INFORMATION:

Legal Name	DBA		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes **No**

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

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?
 Yes **No**

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

D. **BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

Corporation Date incorporated: ___/___/___ State of incorporation: _____

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

Is your firm a publicly traded corporation? **Yes** **No**

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

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

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

Partnership Date formed: ___/___/___ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ___/___/___

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

Joint Venture Date formed: ___/___/___

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
Yes No

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

2. In the past five (5) years, has your firm been denied bonding?
Yes No

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
Yes No

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

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
Yes No

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

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
Yes No

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

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
Yes No

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

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?
Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

- 1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?
 Yes No

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

- 2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
 Yes No

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

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

- Initial submission of *Contractor Standards Pledge of Compliance*.
- Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

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

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

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

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

Print Name, Title
Signature
Date

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

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

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

http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

- 1. Department / Board / Commission / Agency Name: _____
- 2. Name of Specific Consultant & Company: _____
- 3. Address, City, State, ZIP _____
- 4. Project Title (as shown on 1472, "Request for Council Action") _____

- 5. Consultant Duties for Project: _____

6. Disclosure Determination [**select applicable disclosure requirement**]:

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

- or -

Consultant will be "making a governmental decision" or "serving in a staff capacity." consultant is required to file a Statement of Economic Interests with the City Clerk of the City of San Diego in a timely manner as required by law. [**Select consultant's disclosure category.**]

Full: Disclosure is required pursuant to the broadest disclosure category in the appropriate Conflict of Interest Code.

- or -

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

By: _____
[Name/Title]*

[Date]

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

DEFINITION OF “CONSULTANT”

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

- (A) Makes a governmental decision whether to:
 - 1. Approve a rate, rule or regulation;
 - 2. Adopt or enforce a law;
 - 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - 4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
 - 5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
 - 6. Grant City approval to a plan, design, report, study, or similar item;
 - 7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or

- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City’s Conflict of Interest Code.

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

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

Regulation 18701 (a)(2)
http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm
1/28/2006

Equal Benefits Ordinance
Certification of Compliance

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:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

CONTRACT INFORMATION

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code Section 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 Section 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.

Name/Title of Signatory

Signature

Date

FOR OFFICIAL CITY USE ONLY

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

REGARDING INFORMATION REQUESTED UNDER THE CALIFORNIA PUBLIC RECORDS ACT

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

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

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

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

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

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

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

Name of Firm

Signature of Authorized Representative

Printed/Typed Name

Date

CM CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: _____

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

(Name under which business is conducted)

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

Signed _____

Printed Name _____

Title _____

**CONVENTION CENTER EXPANSION PHASE III
CONSTRUCTION SERVICES AGREEMENT (CSA)**

RFP-EXHIBIT F

CONSTRUCTION MANAGER AT RISK (CMAR)



**CONVENTION CENTER EXPANSION PHASE III
CONSTRUCTION SERVICES
AGREEMENT
DRAFT**

CONSTRUCTION MANAGER AT RISK (CMAR)

BID NO.:	K-12-5795-CMAR-3-C
SAP NO. (WBS/IO/CC):	S-12022
CLIENT DEPARTMENT:	1000
COUNCIL DISTRICT:	2
PROJECT TYPE:	BT

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- PREVAILING WAGE RATES: STATE FEDERAL
- MANDATORY USE OF APPRENTICES.

TABLE OF CONTENTS

	<u>PAGE</u>
RECITALS	1
ARTICLE 1 - DEFINITIONS	2
ARTICLE 2 – CM’S SERVICES AND RESPONSIBILITIES.....	7
ARTICLE 3 - CITY’S SERVICES AND RESPONSIBILITIES	29
ARTICLE 4 - CONTRACT TIME AND PROJECT ACCEPTANCE.....	32
ARTICLE 5 - GUARANTEED MAXIMUM PRICE	36
ARTICLE 6 - CHANGES TO THE CONTRACT PRICE AND TIME	40
ARTICLE 7 - PROCEDURE FOR PAYMENT	46
ARTICLE 8 – CLAIMS AND DISPUTES.....	51
ARTICLE 9 – SUSPENSION AND TERMINATION	54
ARTICLE 10 - INSURANCE AND BONDS.....	58
ARTICLE 11 - INDEMNIFICATION AND LIMITATION OF LIABILITY	60
ARTICLE 12 - GENERAL PROVISIONS.....	61
SIGNATURE PAGE	66

LIST OF EXHIBITS

EXHIBIT A	PROJECT DESCRIPTION
EXHIBIT B	APPROVED GMP PROPOSAL
EXHIBIT C	TECHNICAL SPECIFICATIONS
EXHIBIT D	CONSTRUCTION DRAWINGS
EXHIBIT E	SWPPP REQUIREMENTS
EXHIBIT F	INSURANCE REQUIREMENTS
EXHIBIT G	PHASED FUNDED SCHEDULE
EXHIBIT H	TITLE 24/ADA COMPLIANCE CERTIFICATION
EXHIBIT I	DRUG FREE WORKPLACE CERTIFICATION
EXHIBIT J	EOCP REQUIREMENTS
EXHIBIT K	CALIFORNIA STATE REQUIREMENTS
EXHIBIT L	DESIGNATION OF AUTHORIZED REPRESENTATIVES
EXHIBIT M	PAYMENT/PERFORMANCE BOND FORMS
EXHIBIT N	CONTRACTOR STANDARDS PLEDGE OF COMPLIANCE
EXHIBIT O	LEED POINTS
EXHIBIT P	OFFICE SPACE FURNISHINGS
EXHIBIT Q	CONTAMINATED SOIL REMOVAL
EXHIBIT R	ARCHEOLOGICAL AND PALEONTOLOGICAL MONITORING

**CONVENTION CENTER EXPANSION PHASE III
CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES**

THIS AGREEMENT is made and entered by and between the City of San Diego, a California municipal corporation, hereinafter designated the “City” and [insert name of CM], hereinafter designated the “Construction Manager at Risk” or “CM” for the construction of the **Convention Center Expansion Phase III**.

RECITALS

- A.** The Mayor and City Council on _____, in Resolution No. R-_____ authorized the award and execution of a construction services agreement with the CM for construction of the Convention Center Expansion Phase III (Project).
- B.** The City intends to construct the Project as more fully described in Exhibit A to this contract.
- C.** To design and assist in the administration of the Project the City has entered into a contract with Fentress Architects, hereinafter referred to as the “Design Professional.”
- D.** The CM has represented to the City the ability to provide construction management services and to construct the Project, and based on this representation the City engages the CM to provide these services and construct the Project.
- E.** On [insert date] a Preconstruction Services Agreement was executed between City and the CM to perform design phase services. This agreement is on file with the City Clerk as document No. RR-_____, and is incorporated herein by this reference.
- F.** The CM has provided cost estimating, value engineering, and constructability review for this Project during the design and has thoroughly reviewed the Construction Documents and attests that the project is constructible, and that based upon its review and without assuming design responsibilities, there are no known gaps or inconsistencies in the documents that cannot be accommodated within the Contractor’s Contingency, and that the Project can be constructed for the Guaranteed Maximum Price (GMP) that will not exceed \$_____.
- G.** The CM has observed those items readily observable from a surface site inspection, read the geotechnical reports and the Environmental Impact Report (EIR) for the Project site.

NOW THEREFORE, for and in consideration of the recitals stated above and incorporated herein by this reference and the mutual obligations of the Parties expressed herein, the City and the CM agree as follows.

AGREEMENT

ARTICLE 1 - DEFINITIONS

“Agreement” and “Contract” mean this written document signed by the City and the CM covering the construction of the Project, all exhibits to this document, and any other documents referenced in or attached to this document and specifically incorporated by reference.

“Change Order” means a type of contract amendment issued after execution of this Agreement or future GMP amendments signed by City and the CM, agreeing to changes to the GMP, the Contract Time, and/or the terms and conditions of this Contract. The Change Order will state the following: the addition, deletion or revision in the scope of Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Time or other modifications to Contract terms.

“City and “Owner” mean the City of San Diego, a municipal corporation, with whom the CM has entered into this Contract and for whom the services is to be provided pursuant to said Contract. Regulatory activities handled by the City of San Diego Developmental Services, Fire and Planning Departments or any other City Department are not subject to the responsibilities of the City under this Agreement.

“City’s Representative” means the person designated in section 3.2.

“Construction Documents” means the plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements.

“CM” means [insert name of CM].

“CM’s Contingency” means a fund to cover cost growth during the Project used at the discretion of the CM usually for costs that result from project circumstances. The amount of the CM’s Contingency will be negotiated as a separate line item in each GMP package. Use and management of the CM’s Contingency is described in section 5.2.5.

“CM’s Representative” means the person designated in section 2.1.1.

“Contract Documents” means the following items and documents in descending order of precedence executed by the City and the CM ((1) being the highest):

1. Environmental Impact Report No. [redacted];
2. Permits issued by jurisdictional regulatory agencies;
3. Change orders and supplemental agreements, whichever occur last;
4. This Agreement;
5. The CM’s GMP including written qualifications, assumptions and conditions thereto;
6. The exhibits and attachments to this Agreement;
7. Approved Shop Drawings, Working Drawings, and submittals;
8. Request for Proposals;
9. Statement of Qualifications;
10. Request for Qualifications,

11. Reference Specifications (project manual including Specifications for the Construction of the Convention Center Expansion Phase III)
12. Plans;
13. Standard Plans and Specifications; and
14. Pre-Construction Services Agreement.

“Contract Price” means the total compensation paid to the CM for Final Completion of the Project, determined in accordance with Article 5.

“Construction Fee” means the CM’s administrative costs, home office overhead, profit and other costs set forth in section 5.2.6.

“Contract Time” means the Working Days as set forth in section 4.1, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

“Consultant” means Design Professional.

“Cost of the Work” means the direct costs necessarily incurred by the CM in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, license fees, materials testing, and related items. The Cost of the Work shall not include the CM’s Construction Fee or General Conditions Costs.

“Critical Path” means the sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will extend the Substantial Completion date.

“Day(s)” mean calendar days unless otherwise specifically noted in the Contract Documents.

“Design Professional” means Fentress Architects, or another qualified firm that may be selected by the City in accordance with section 3.3 of this Contract.

“Differing Site Conditions” means concealed or latent physical conditions or subsurface conditions at the Site that, (1) materially differ from the conditions indicated in the Contract Documents and (2) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

“Engineer” means the City’s Representative.

“Field Order” means a written description of a change in the Work drawing from (or adding to) the Owner’s Contingency, signed by the City and the CM. A Field Order may not change the Contract Time, the GMP, or the terms and conditions of this Contract.

“Final Acceptance” means the completion of the Work as described in section 4.3.

“Final Completion” means satisfactory completion of Work required by the Agreement as evidenced by the recorded Notice of Completion with the County of San Diego.

“Float” means the number of Days by which an activity can be delayed without lengthening the Critical Path. Float is for the benefit of the Project. Use of float shall be in accordance with the requirements stipulated in Section 4.5.8 Float in this Agreement.

“General Conditions Costs” includes, but is not limited to the following types of costs for the CM during the construction phase: (1) payroll costs for project manager or the CM for work conducted at the site, (2) payroll costs for the superintendent and full-time general foremen, (3) payroll costs for other management personnel resident and working at the site, (4) workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), (5) costs of offices and temporary facilities including office materials, office supplies, office equipment and minor expenses, (6) cost of utilities, fuel, sanitary facilities and telephone services at the site, (7) costs of liability insurance premiums not included in labor burdens for direct labor costs, (8) costs of bond premiums, (9) costs of consultants not in the direct employ of the CM or Subcontractors.

“GREENBOOK” means the 2012 Standard Specifications for Public Works Construction published by BNI Publications, Inc.

“Guaranteed Maximum Price” or “GMP” means the sum of the maximum Cost of the Work; the Construction Fee; General Conditions Costs, allowances, taxes, and the City’s and the CM’s Contingency as described in the GMP proposal attached as Exhibit B.

“GMP Plans and Specifications” means the plans and specifications upon which the Guaranteed Maximum Price proposal is based.

“Holiday” means the City-observed holidays as listed below. If the holiday falls on a Saturday, the Saturday and the preceding Friday are both legal holidays. If the holiday falls on a Sunday, both Sunday and the following Monday will be legal holidays:

- New Year’s Day January 1
- Martin Luther King Day 3rd Monday in January
- Presidents Day 3rd Monday in February
- Caesar Chavez Day March 31
- Memorial Day Last Monday in May
- Independence Day July 4
- Labor Day 1st Monday in September
- Veteran’s Day November 11
- Thanksgiving Day 4th Thursday in November
- Christmas Day December 25

“Hazardous Materials or Waste” - For the purpose of provisions related to hazardous materials and waste, refer to the following where applicable:

- **Hazardous Substance** - A Hazardous Material, hazardous waste, petroleum products, or any chemical product which a manufacturer or producer is required to prepare an MSDS or as defined by HSC 25501(p) and 25281 (h).

- **Hazardous Waste** - A Hazardous Material that can no longer be used for its intended purpose as defined in HSC 25115, HSC 25117, and HSC 25316 and implemented in HSC Chapter 6.5 and 22 CCR and 40 CFR Part 260 - 299
- **Regulated Waste** - A waste, that is not considered Hazardous Waste, but due to its chemical or physical properties, petroleum contamination, or other properties, it must be disposed of to a facility with Regional Water Quality Control Board approved Waste Discharge Requirements (WDRs), such as a municipal Class III landfill or other facility with WDRs that allow disposal of the Regulated Waste.
- **Non-RCRA Hazardous Waste** - A waste that is defined and regulated as Hazardous Waste only within the State of California and defined in California regulation 22 CCR Division 4.5, Chapter 11, Article 3.
- **RCRA Hazardous Waste** - A waste which is managed as Hazardous Waste within and outside the State of California and is defined in Federal regulation 40 CFR Part 261 and California regulation 22 CCR Division 4.5, Chapter 11, Article 4.

“Legal Requirements” means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work pertaining to construction means and methods as opposed to design.

“Notice of Completion” or “NOC” is defined as set forth in California Civil Code section 3093.

“Notice to Proceed” or “NTP” means the directive issued by the City, authorizing the CM to commence construction of the Project or parts of the Project. Separate NTP’s will be issued for each phase under the Agreement. A new phase shall not be authorized until funding is secure for that entire phase and an NTP for that phase of work is issued to authorize the CM to begin work on that phase of the Project.

“Owner’s Contingency” means a fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City directed changes or differing site conditions. The amount of the Owner’s contingency will be set solely by the City and will be included in the GMP. Use and management of the Owner’s contingency is described in section 5.3.

“Performance Period” means the period of time allotted in the Contract Documents to complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP and shown on the Project Schedule as may be adjusted.

“Payment Request” means the City form used by the CM to request progress payments for Work in accordance with Article 7.

“Pre-Construction Services Agreement” means the agreement between the City and the CM for Services provided by the CM during the design phase, on file in the Office of the City Clerk as Document No. [REDACTED], and all written amendments thereto.

“Plans” means the drawings, profiles, cross sections, standard plans, Working Drawings, and Shop Drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions, or details of the Work.

“Product Data” means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CM to illustrate materials or equipment for some portion of the Work.

“Project” means the Convention Center Expansion Phase III.

“Request for Information” (RFI) means a written request for information made by the CM to City and Design Professional to clarify any parts of the Construction Documents.

“Retention” means the amount withheld by the City from the money due to the CM that is held until Project Completion and is then paid to the CM as part of the final payment.

“Samples” means physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

“Shop Drawings” mean drawings submitted by the CM showing details of manufactured or assembled products proposed to be incorporated into Work.

“Site” means the land or premises on which the Project is located generally described as [insert description].

“Specifications” means the part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

“Special Provisions” means additions and revisions to the Standard Specifications e.g., the GREENBOOK and the WHITEBOOK) setting forth conditions and requirements peculiar to the Work.

“Subcontractor” means an individual or firm having a direct contract with the CM or any other individual or firm having a contract with the aforesaid subcontractors at any tier, who undertakes to perform a part of the Work for which the CM is responsible.

“Substantial Completion” means when the Work has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Project can be utilized for the purposes for which it is intended, and after any operational demonstrations or tests are complete and the temporary certificate of occupancy is issued.

“Supplier” means a manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with the CM to furnish materials or equipment to be incorporated in the construction phase Work by the CM.

“Surety” means any individual, firm, or corporation, bound with and for the CM for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred.

“WHITEBOOK” means the 2012 Standard Specifications for Public Works Construction published by the City which amends and supplements the GREENBOOK.

“Work” means the construction or the various separately identifiable parts thereof, required to be furnished during the construction phase to complete the Project. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

“Working Days” means Monday through Friday inclusive, except for Holidays.

“Working Drawings” means the CM submitted drawings showing details of Work not shown on the Plans.

ARTICLE 2 - CM'S SERVICES AND RESPONSIBILITIES

2.1 Scope of Work. The CM shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the construction of the Project. All Work will be performed in a good and workmanlike manner and within the care and skill of a qualified licensed contractor in California. The Work shall be performed pursuant to and in conformity with the Project's Technical Specifications (Exhibit C), Construction Drawings (Exhibit D), and all other Contract Documents and subject to the approval of the City, whose approval shall not be unreasonably withheld. It is not required that the services be performed in the sequence in which they are described.

2.1.1 CM's Representative. The CM shall designate a local's Representative, who shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Work. The CM's Representative shall communicate regularly with City, but no less than once a week, and shall be vested with the authority to act on behalf of the CM. The CM's Representative may be replaced only with the written consent of City.

2.1.2 Public Right-of-Way Work. Work in the public right-of-way shall comply with Parts 2 through Part 4 of the GREENBOOK as modified by the WHITEBOOK, unless otherwise specified in the Project's Technical Specifications or Construction Drawings.

2.1.3 Plans and Specifications. Plans and Specifications are divided into engineering disciplines for the convenience of the City. These divisions are not for the purpose of apportioning the Work or responsibility for the Work among Subcontractors and Suppliers. It is the intent of the Specifications and Plans to describe a complete project to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Plans as being required to produce the intended result shall be supplied whether or not it is specifically called for, at no additional cost to the City. Reference to specified software, guides, standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest edition or version in effect on the effective date of this Agreement, except as may be

otherwise specifically stated. If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued.

2.1.4 Subsurface Data. The Plans show conditions as are believed by the City to exist, but it is not to be inferred that all of the conditions as shown thereon actually exist, nor shall the City or any of the City's officers be liable for any loss sustained by the CM as a result of any variance between conditions as shown on the Plans and the actual conditions revealed during the progress of the Work or otherwise. If reports of explorations and tests of Site conditions are referenced in the Contract Documents, the CM is encouraged to inspect the Site, acquire, and review these reports and to take other necessary steps to thoroughly familiarize themselves with the Site conditions. If a review of the documents and Site inspection indicate a conflict, the CM must immediately notify the Engineer. For access and cost information to obtain those reports contact the Engineer, during the City's regular business hours. The City does not represent that the referenced documents show the conditions that will be encountered in performing the Work. The City represents only that the reports of explorations and tests show the conditions encountered at the particular locations and at the particular times they were obtained. The CM is cautioned that interpretations and conclusions contained in the documents were formulated for design purposes only and were based on work performed in such a way as to expressly provide information required for design.

2.2 Approved Information System. The CM may utilize, with City approval, any industry standard web-based project management information system that has capabilities and access equivalent to the Prolog Construction Project Management system.

2.2.1 Training. The CM shall provide training for City staff and Consultant assigned to the Project.

2.2.2 Software. The CM shall furnish this computerized office platform with fully licensed software. Software shall be compatible with City software standards and should include, but not be limited to, word processing, scheduling, budgeting, e-mailing, AutoCad® (latest version), Imaging software from Adobe®, and an internet browser.

2.2.3 Backup Files. Software shall include capability and function to store, backup and maintain the electronic documents generated. CM shall provide the City with electronic backup for all files at the conclusion of the Project.

2.2.4 E-mail. The CM will endeavor to maintain and utilize electronic mail for correspondence and maintain correspondence records in the electronic approved information system. System shall be able to allow for all files contained in web based information system to be transferred to City upon completion of the Project.

2.3 Subcontractors and Suppliers. The CM shall be responsible for the Work done by Subcontractors and Suppliers, and any discrepancy or gaps in their scope of works.

2.3.1 Equal Opportunity Contracting. The CM shall comply with the City’s “General Equal Opportunity Contracting Program Requirements” found in Chapter 10 of the WHITEBOOK, hereby incorporated into this Contract by reference.

2.3.2 Outreach Consultant. The CM shall hire a third party outreach consultant to increase participation by SLBE, ELBE, and DVBE firms.

2.3.3 Outreach Documentation. The CM shall document specific efforts to increase subcontractor participation by SLBE, ELBE, and DVBE firms. CM shall explain why any SLBE, ELBE, or DVBE submitting a bid was not selected for this Project if they are not used.

2.3.4 Subcontractor and Supplier Selection. The CM shall select Subcontractors and Suppliers based on the firm offering the best value considering price and qualifications, pursuant to San Diego Municipal Code Section 22.3809(a)(3).

2.3.4.1 The CM shall review the Subcontractors and Suppliers ultimately chosen to verify that that they have not been debarred and are in good standing as a licensed contractor in California.

2.3.4.2 The CM may pre-qualify Subcontractors and Suppliers, in a manner equivalent to the City’s pre-qualification standards.

2.3.4.3 All Subcontractors and Suppliers shall be properly licensed in accordance with California law.

2.3.4.4 All subcontract bids shall be opened and provided to the City without reservation or redaction. All records relevant to the award and performance of Subcontractors and Suppliers shall be public and provided to the City upon request and without redaction.

2.3.4.5 Pursuant to Municipal Code section 22.3809(d), the City may administer bidding itself for Subcontractors and Suppliers, or to direct the bidding procedures to be used by the CM. The CM may use its corporate-generated subcontractor agreement (if any) to retain Subcontractors or Suppliers, provided the subcontractor agreement contains the terms required to be included in subcontracts by this Contract.

2.3.4.6 The CM shall not self perform any Work under the contract unless the City expressly allows such self performance in writing. The Work proposed to be self performed shall first be advertised and bid. The CM shall self perform the Work only if it is the lowest responsible bidder. For Work proposed to be self performed by the CM, the City will administer the bid process.

2.3.5 Subcontractor Listing. The CM shall follow the Subletting and Subcontracting Fair Practices Act (Act), California Public Contracts Code Sections 4100 through 4114. The CM shall provide a written list of all proposed Subcontractors and Suppliers who will perform work costing equal to or greater than one-half of one percent of the total GMP that are selected during the bidding process. The list shall include Subcontractor and Supplier names, value of their subcontract and a description of the scope of work they will be performing. CM shall not substitute any other person or subcontractor to perform the scope of work listed for each listed Subcontractor or Supplier, except as provided by the Act. The City reserves all remedies under the Act for any unlawful Subcontractor substitution by the CM.

2.3.5.1 Subcontract Work greater than one-half of one percent of the total GMP which is identified after the GMP is submitted to the City shall be awarded pursuant to section 2.3.6.

2.3.6 Subcontract requirements. The CM shall require each Subcontractor and Supplier, to the extent of the Work to be performed by such Subcontractor and Supplier, to assume towards the CM all the obligations and responsibilities which the CM by the Contract Documents assumes towards the City and shall incorporate the terms of this Agreement and the Contract Documents within any subcontract agreement to the extent applicable to the Work to be performed by the Subcontractors.

2.3.7 Disputes. In any dispute between the CM and a Subcontractor or Supplier, the City shall not be made a party to any judicial or administrative proceedings to resolve the dispute unless the CM first complies with claim and dispute resolution process in Article 8. To the extent set forth and in accordance with Article 11 of this Agreement, the CM agrees to defend and indemnify the City in any dispute between the CM and any Subcontractor or Supplier should the City be made a party to any judicial or administrative proceedings to resolve a dispute in violation of this provision.

2.4 Permits and Utilities.

2.4.1 City Permits and Utilities. The City will obtain, at no cost to the CM, development services building permits and pay for water and sewer connection fees as well as for permit fees for any City directed changes to the Work. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements.

2.4.2 Other Permits. The CM shall obtain and pay for all other permits and fees required to construct the Project, including permits necessitated by its operations off-site unless otherwise stated in the Contract Documents. This includes permits for electrical, shoring, mechanical, plumbing, fire sprinkler, OSHA, State Elevator and any other additional permitting/deferred approval requirements other than requested changes by the City. Copies of these permits and notices must be provided to the City's Representative prior to starting the permitted activity.

2.4.3 Temporary Utilities. The CM shall provide and pay for all temporary utility services necessary for its own use during the performance of the Work, including the testing, commissioning and landscape maintenance period. This includes electrical, gas, water, telephone, data and internet services, until the City's acceptance of Substantial Completion of the Project. Arrangements for construction water and electricity are the CM's responsibility. The CM shall not draw water from fire hydrants (except in a health or life safety emergency), without obtaining permission and a temporary construction water meter from the City's Public Utilities Department. Payment for Temporary Utilities and any cost overrun(s) associated with their use by the CM shall be included in the CM's Contingency.

2.5 Pre-construction Conference. Prior to the commencement of any Work, the City's Representative will schedule a pre-construction conference.

2.5.1 Purpose. The purpose of this conference is to establish a working relationship between the CM, utility firms, and various City agencies. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, the level of record project documents required and emergency telephone numbers for all representatives involved in the course of construction.

2.5.2 Notice to Proceed. After the pre-construction conference, a Notice to Proceed letter will be issued by the City confirming the construction start date, Performance Period and if applicable, the Substantial Completion date. The Notice to Proceed date will be confirmed to all subcontractors by the CM. The CM shall provide City with a current detailed construction schedule on PRIMAVERA software within 10 Working Days after receiving notice to proceed with construction phase.

2.5.2.1 The City will issue the NTP for the first phase of construction no later than [insert date]. If the City does not issue the NTP by [insert date] the CM may be entitled to an extension in Contract Time and additional compensation in accordance with section 6.2 of this Contract.

2.5.3 Subcontractor Participation. At the pre-construction conference, the CM shall provide a statement of proposed SLBE, ELBE, and DVBE utilization identifying the certified entities that will be utilized on the project to meet the required goals. The CM shall also provide copies of all purchase orders and/or contracts with SLBE, ELBE, and DVBE subcontractors used to meet the subcontracting goals for the work on which bids have already been received and accepted by the City.

2.5.4 Schedule of Values. No later than 90 Days after the Notice to Proceed is issued, the CM shall provide for City approval a schedule of values with cost loaded projections based on the categories used in the procurement of the Work but not greater than the approved GMP and identifying the CM's Contingency. The schedule of values will subdivide the Work into all items comprising the Work.

2.5.5 Attendance. Minimum attendance by the CM at the pre-construction conference shall be the CM's Representative, who is authorized to execute and sign documents on behalf of the CM, the job superintendent, the safety officer, preconstruction manager and cost estimator. The City's Representative shall also attend.

2.6 Control of the Work. Unless otherwise provided in the Contract Documents to be the responsibility of the City or a separate contractor, the CM shall provide, through itself or Subcontractors, the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit the CM to complete the Work consistent with the Contract Documents.

2.6.1 Standard of Care. The CM shall use the degree of care and skill ordinarily exercised by reputable contractors practicing in the same field of service in the State of California. Where approval or acceptance by the City is required, it is understood to be general approval only and does not relieve the CM of responsibility for complying with all applicable laws and codes pertaining to means and methods as opposed to design.

2.6.2 Coordination of the Work. The CM shall coordinate all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. The CM shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction. The CM shall coordinate scheduling of bid packages, submittals, and all RFI's, and the construction of the Project to ensure the efficient and orderly sequence of the construction of the Project. The CM shall monitor and report monthly to the City on actual performance compared to the Construction Schedule.

2.6.2.1 If City performs other Work on the Project or at the Site itself or with separate contractors under City's control, the CM and the City both agree to reasonably cooperate and coordinate respective activities with the other so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.6.2.2 The CM may contract with the Convention Center Corporation to perform tenant improvements at the Site only if the contract is approved by the City and will not interfere with the schedule of Work under this contract.

2.6.3 Superintendent. The CM's Superintendent shall be present at the Site at all times that construction activities are taking place. All elements of the Work shall be under the direct supervision of the CM's Superintendent or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the Work. In the event of noncompliance with this subsection, the City may require the CM to stop or suspend the Work in whole or in part.

- 2.6.4 Manufacturer Approval.** Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the CM's responsibility to ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.
- 2.6.5 Surveying.** The CM shall be responsible for all surveying services required for completion of the Work, including providing survey monuments showing the property lines that should be maintained throughout the Project.
- 2.6.5.1 The CM must notify the Engineer at least 7 Days before starting the Work to allow for the preservation of survey monuments, and benchmarks. The City will, at its cost and in accordance with Business and Professions Code Section 8771, file a Corner Record or a Record of Survey referencing survey monuments subject to disturbance in the Office of the County Surveyor. The recording will take place twice i.e., prior to the start of construction and prior to the Completion.
- 2.6.5.2 The CM must not disturb or permanently cover survey monuments or benchmarks without the consent of the Engineer. The CM must bear the expense of uncovering and replacing any that may be disturbed or covered without permission.
- 2.6.5.3 When a change is made in the finished elevation of the pavement of any roadway in which a street survey monument is located, the CM shall adjust the monument cover to the new grade within 7 Days of finished paving unless otherwise specified in the Special Provisions. If a referenced monument is unable to be reset in its original location due to improvements, establish the reset monument in a location approved by the Engineer.
- 2.6.5.4 Replacing and establishing survey monuments and benchmarks must be done only by a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.
- 2.6.6 Field Measurements.** The CM shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CM with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be promptly reported to the City.
- 2.6.7 Building Grades.** The CM shall establish and maintain all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a civil engineer or surveyor licensed in the State of California.
- 2.6.8 Removal of Persons from Site.** Any person employed by the CM or any Subcontractor or Supplier whom the City reasonably concludes does not perform his work in a proper, skillful and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Site by CM, Subcontractor

or Supplier employing such person, and shall not be employed again in any portion of Work without the written approval of the City.

2.6.9 Responsibility for Subcontractors. The CM assumes responsibility to City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor of any tier, including but not limited to any third-party beneficiary rights.

2.7 Control of the Work Site. Once the Notice to Proceed is issued, the CM is responsible for the Project Site. Throughout all phases of construction, including suspension of Work, the CM shall keep the Site reasonably free from debris, trash and construction waste to permit the CM to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, the CM shall remove all debris, trash, construction waste, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use. As used in this section, "construction waste" is not intended to mean or be interpreted as Hazardous Materials which are addressed in section 2.24 of this Contract.

2.7.1 Dust. The CM shall take whatever steps, procedures or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City and in accordance with the requirements of the San Diego County Air Pollution Control District's Rules and Regulations.

2.7.2 ADA Access. The CM shall follow ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) during construction activities once the Project is occupied. ADA accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. The CM shall be responsible for the coordination of all Work to minimize disruption to building occupants and facilities.

2.7.3 Deliveries. Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by the CM. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the CM.

2.8 Shop Drawings, Working Drawings, Product Data and Samples. The purpose of the submittal of Shop Drawings, Working Drawings, product data, samples and similar submittals is to demonstrate for those portions of the Work for which submittals are required, the way the CM proposes to conform to the information given and the design concept expressed in the Contract Documents.

2.8.1 Submittals. The CM shall review, and electronically submit to the City copies of each Working Drawing, Shop Drawing, product data, sample, and similar submittal required by the Contract Documents in accordance with the approved GMP schedule as shown in Exhibit B as to cause no delay in the Work or in the activities of the City or of separate contractors. By submitting Shop Drawings, Working Drawing, product data, samples and similar submittals, the CM represents that the CM has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Submittals which are not required by the Contract Documents may be returned without action. Submittals shall be included in the Project schedule.

2.8.1.1 The City shall forward copies of the submittals to the Design Professional for review and recommendation. The City shall forward comments and recommendations from the Design Professional to the CM within 10 Working Days after the submittals were originally received by the City from the CM.

2.8.1.2 If more than 10 Working Days are necessary to review any submittals due to their size or complexity, the City shall notify the CM within the 10 Working Days of receiving submittals so that the parties may meet and agree on a schedule for review and approval of the submittals that will not impact the Project schedule.

2.8.1.3 Working Drawings submittals shall be prepared by a Civil or Structural Engineer registered by the State of California when required by law or as specified in the Contract Documents.

2.8.2 City Approval Required. The CM shall perform no portion of the Work requiring submittal and review of Shop Drawings, Working Drawings, product data, samples, or similar submittals until the respective submittal has been approved by the City. Such Work shall be in accordance with approved submittals. The CM shall set up the web-based information system that allows the City electronically transfer submittal once no exception to submittal are taken by City.

2.8.3 Responsibility for Submittals. The CM shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's approval of Shop Drawings, Working Drawings, product data, samples or similar submittals unless the CM has specifically informed the City in writing of such deviation at the time of Submittal and the City has given written approval to the specific deviation. The CM shall not be relieved of responsibility for errors or omissions in Shop Drawings, Working Drawings, product data, samples, or similar submittals by the City's approval thereof.

2.8.4 Re-Submittals. If the CM makes any revisions to re-submitted Shop Drawings, Working Drawings, product data, samples, or similar submittals, other than those

requested by the City on previous submittals, the CM shall identify such revisions to the City so that the City may review them as well.

2.8.5 Informational Submittals. Informational Submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.

2.8.6 Certifications. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.9 Quality Control, Testing and Inspection.

2.9.1 New Materials. All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

2.9.2 Inspection. All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, or appliances may be subject to the inspection and approval, or rejection by the City if found not to be in compliance with the Contract Documents. The CM shall notify the Engineer before noon of the Working Day before inspection is required. Any work done without proper inspection will be subject to rejection. The Engineer and any authorized representatives shall at all times have access to the Work during its construction at shops and yards and while in storage, as well as to the Site. The CM shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with the Contract Documents. Inspection of the Work shall not relieve the CM of the obligation to fulfill all the requirements of the Contract Documents. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner. Any plan or method of Work suggested to the CM by the City, but not specified or required by the Contract Documents, which is adopted or followed by the CM in whole or in part, shall be done at the CM's sole risk and responsibility.

2.9.2.1 The CM shall employ and pay for the services of a qualified inspection agency to perform any and all special inspection services required by the Contract Documents. Special inspection and testing by the special inspectors shall meet the minimum requirements of the following building codes: 2010 CBC, as amended by the City Charter and the San Diego Municipal Code. Special inspector shall comply with all requirements of the Development Services Department and the building permit. The requirements of the Development Services Department can be found at the website: <http://www.sandiego.gov/development-services/>

2.9.3 Testing Agency. The CM will cooperate with the City and all others responsible for testing and inspecting the work and shall provide them access to the Work at all reasonable times.

- 2.9.3.1 At the option of the City, materials may be approved at the source of supply before delivery is started.
- 2.9.3.2 Code compliance testing (including all Geotechnical requirements) and inspections required by codes or ordinances, or by a plan approval authority, shall be the responsibility of and shall be paid by the CM, unless otherwise provided in the Contract Documents.
- 2.9.3.3 The CM's quality control testing and inspections shall be the sole responsibility of the CM and paid by the CM as part of the Cost of the Work.

2.10 Trade Names and Substitutions. Unless specifically indicated that no substitutions are permitted, Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number, shall be interpreted as allowing substitute or alternate items, subject to the following:

2.10.1 Requests for Substitution. The substitution shall be submitted by CM in writing to the City. In accordance with California Public Contract Code section 3400(a), unless specified elsewhere in the Contract Documents, the Contractor shall submit its list of proposed substitutions for "an equal" ("or equal") item within 90 days after award of the Contract. The City may accept substitutions after 90 days if substitution will be beneficial to City or the requested substitution is part of a cost reduction proposal. If an offered substitution by the CM for the trade names specified in the Contract necessitates changes to, or coordination with, other items of the Work, the information submitted shall include details showing such changes. Any savings from a substitution may be considered as a cost reduction item with shared savings available to the Proposer. The CM shall perform these changes as part of the substitution of material or equipment and at no additional cost to the City.

2.10.1.1 The CM shall submit the substitution to the City with supporting documentation showing the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

2.10.2 Submittal Requirements. The Submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution. The Submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the Submittal shall include any adjustment in the Contract Time created by the substitution. The CM, if requested by the City, shall submit samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

2.10.3 Approval. The City will make the final decision and will notify the CM in writing as to whether the substitution has been accepted or rejected. The City can reject the substitution for any reason including appearance. If the City does not

respond in 30 days, the CM shall continue to perform the Work in accordance with the Contract Documents and the substitution will be considered rejected.

2.11 Project Record Documents. During the construction period, the CM shall maintain at the jobsite a set of Plans, Working Drawings, and and Shop Drawings for project record document purposes.

2.11.1 Redlines. The CM shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. The CM shall give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Mark Project Record Drawings sets with red erasable colored pencil. Redlines shall be kept updated and be available to be viewed by City in web-based electronic system. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.
- Depths of foundations below first floor.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Contract Drawings.
- Changes issued by Architectural Supplemental Instructions
- Answers referenced is RFI's

2.11.2 Drawings. Mark completely and accurately Project Record Drawing prints of Construction Documents, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings and Working Drawings are marked, show cross-reference on the Construction Documents location. **2.11.3 Source Identification.** Note RFI Numbers, ASI Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents. City's Representative shall verify record drawings are up to date on a monthly basis prior to approval of the monthly payment invoice.

2.11.4 Final Documents. The CM shall as a condition of Substantial Completion, submit Project Record Drawing prints and Shop Drawings and Working Drawings to the City or its representative for review and comment. Upon receipt of the reviewed Project Record Drawing prints and Shop Drawings and Working Drawings from the City, the CM shall correct any deficiencies and/or omissions to the drawings limited by the scope set forth in sections 2.11.1, 2.11.2 and 2.11.3 and prepare the following for submission to the City within thirty (30) Days:

2.11.4.1 For any design-build elements where the CM has discretion on how to incorporate it into the Project, such as a fire sprinkler system, prior to Final Completion, the Contractor shall prepare and submit one complete set of full sized (24" x 36") original mylar final as-built drawings (CADD plots) prepared in accordance with the City's CADD standards. Each CADD Mylar drawing sheet shall be wet stamped and signed by qualified responsible engineers registered in the State of California, and shall be stamped and wet signed by the architect/engineer of record, as required by law. Other applicable portions of the drawing title blocks shall also be signed by the CM and numbering system shall be coordinate with Design Professional on numbering system of mylars. Drawing mylar shall be 3 mils minimum thickness.

2.11.4.2 The original copy of the Project Record Drawings (redline mark-ups).

2.12 Project Safety. CM shall be solely responsible for initiating, maintaining and providing all safety precautions and programs related to the performance of the Work.

2.12.1 Purpose. CM recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (1) all individuals at the Site, whether working or visiting, (2) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (3) all other property at the Site or adjacent thereto.

2.12.2 Safety Representative. CM shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, CM's Safety Representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

2.12.2.1 The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with the CM's personnel, Subcontractors and others as applicable.

2.12.3 Safety Requirements. The CM and all Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement. The CM shall also comply with any and all insurance carrier-mandated safety requirements and programs that do not violate any Legal Requirement.

2.12.3.1 The CM shall comply fully with the requirements of section 1717 of the Construction Safety Orders, State Department of Industrial Relations, regarding the design of concrete forms, falsework and shoring, and the inspection of same before the placement of concrete.

2.12.4 Accident Reports. The CM will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative

and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.12.5 Safety Plan. The CM bears the ultimate responsibility for the health and safety of its employees. These specifications shall not be construed to limit the CM's liability nor to assume that the City, its employees will assume any of the CM's liability associated with Site Safety considerations. The CM shall have a health and safety plan in place prior to commencement of Work. The plan shall meet all OSHA and other applicable requirements. This plan shall be submitted to the City at least one week before any construction activities begin. The City will not assume any role in determining the adequacy of the plan on behalf of the CM.

2.12.6 Indemnity. The CM shall indemnify the City against any fines resulting from citations issued to the City by federal, state or local safety enforcement agencies due to the CM's failure to abide by applicable safety and health standards. The CM's duty to indemnify shall be limited to fines and/or penalties resulting from citations.

2.12.7 Protection and Restoration of New and Existing Improvements. The CM shall be responsible for the protection of public and private property within and adjacent to the Work and shall exercise due caution to avoid damage to such property. The CM shall repair or replace all improvements which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

2.13 Warranty. The CM warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. CM will correct or replace any Work not in conformance with this warranty at its own cost and expense, if notified by the City within one year after the date of Substantial Completion, or longer as may be required under the Contract Documents.

2.13.1 Exclusions. The CM's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than CM, its employees or Subcontractors/Suppliers of any tier.

2.13.2 Response Time. The CM shall take reasonable steps to commence correction of warranty Work, within 7 Days of receipt of written notice from City. This includes the correction, removal or replacement of any nonconforming Work and damage caused to other parts of the Work affected by nonconforming Work. If the CM fails to commence such steps within such 7-day period, the City may, in addition to any other remedies provided under the Contract Documents, commence correction of such warranty Work with its own forces upon written notice to the CM. If City does perform such corrective Work, CM shall be responsible for all reasonable costs incurred by City in performing such correction.

2.13.3 Manufacturer's Warranty. Nothing in this warranty is intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this section or the Contract Documents. The CM will provide City with all manufacturers' warranties upon Substantial Completion.

2.13.4 Other Remedies. This section applies only to the CM's obligation to correct warranty Work and is not intended to constitute a period of limitations or waiver of any other rights or remedies City may have regarding the CM's other obligations under the Contract Documents or federal or state law.

2.14 Correction of Defective Work. The CM agrees to correct, or commence correction, of any defective Work discovered prior to Substantial Completion that is not in conformance with the Contract Documents. During the Work, the CM shall take meaningful steps to commence correction of such nonconforming Work as notified by the City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If the CM fails to commence the necessary steps during the Work, the City may, in addition to any other remedies provided under the Contract Documents, commence correction of such nonconforming Work with its own forces upon written notice to the CM. If City does perform such corrective Work, the CM shall be responsible for all reasonable costs incurred by City in performing such correction.

2.14.1 Effect of Payment or Use. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.14.2 Emergencies. The CM will respond and initiate corrective action within twenty-four hours of notice of nonconforming Work that poses an imminent threat to person or property.

2.15 State Prevailing Wages. As required by the California Labor Code, the CM shall ensure that all workers employed on the Project are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the City, which copies shall be made available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages may also be found at http://www.dir.ca.gov/dlsr/statistics_research.html. The CM shall post a copy of such determination at the Project Site.

2.15.1 Penalties. In accordance with section 1775 of the California Labor Code, the CM shall forfeit not more than \$50.00 for each calendar day or portion thereof to the City, for each worker paid less than the prevailing rates as determined by the Director for the work or craft in which the worker is employed for any public work done under the contract by him or her or by any Subcontractor under him or her.

2.15.2 Inspection of Wage Determinations. A copy of the above General Prevailing Wage Determination is on file and available for inspection at the Purchasing &

Contracting Department, 1200 Third Avenue, Suite 200, San Diego, California 92101.

2.15.3 Unlisted Crafts. A craft or classification not shown in the Prevailing Rate Determination may be required to pay the rate of the craft or classification most closely related to it.

2.16 Apprentices on Public Works. The CM shall abide by the requirements of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning the employment of apprentices by a contractor and any subcontractor performing a public works contract.

2.17 Working Hours. The CM shall comply with all applicable provisions of section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The CM shall forfeit \$25.00 to the City for each worker employed in the execution of the Contract by the CM or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay.

2.18 Nondiscrimination in Contracting. All City agreements, contracts, and subcontracts are subject to City of San Diego Ordinance No. 0-2000-143 adopted on April 10, 2000. All City contractors and subcontractors should be aware of the provisions of Municipal Code Sections 22.3501-22.3517. The policy applies equally to the CM and all Subcontractors and Suppliers.

2.18.1 Prohibited Conduct. CM 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. CM shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. CM 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.

2.18.1.1 The CM shall ensure that the language of section 2.18.1 is also incorporated in all subcontracts issued in support of the Project.

2.18.2 Disclosure Requirements. Upon the City's request, the CM agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors, vendors, and Suppliers that the CM 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 CM for each subcontract or supply contract. The CM further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3501 - 22.3517). The CM understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

2.18.3 Bid Requirements. When requested by the City, the CM shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the CM in a legal or administrative proceeding alleging that the CM discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

2.19 Access for Disabled Persons. The CM shall comply with all portions of Title 24 and the ADA. (For specific services and public accommodations, The CM may contact the Office of the Americans with Disabilities Act, Civil Rights Division, U.S. Department of Justice, P.O. Box 66118, Washington, D.C. 20035-6118; phone number (202) 514-0301.) The CM acknowledges and agrees that the CM is aware of and will comply with Council Policy 100-04, incorporated herein by this reference, adopted by Resolution No. R-282153, relating to the federally-mandated ADA. The CM and Subcontractors will be individually responsible for administering their own ADA and Title 24 program.

2.19.1 Certification. As a condition precedent to award of this Contract, the CM shall execute and submit to City the CM Certification for Title 24/ADA Compliance, as shown in Exhibit H.

2.20 Drug Free Workplace. City projects are subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. The CM shall become familiar with the provisions of Council Policy 100-17 which was established by Resolution No. R-277952. The policy applies equally to the CM's Subcontractors and Suppliers. The elements of the policy are:

2.20.1 Definition. Drug-free workplace” means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

2.20.2 City Contractor Requirements. Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all following:

2.20.2.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

2.20.2.2 Establishing a drug-free awareness program to inform employees about all of the following:

- The dangers of drug abuse in the workplace.
- The person's or organization's policy of maintaining a drug-free workplace.
- Any available drug counseling, rehabilitation, and employee assistance programs.
- The penalties that may be imposed upon employees for drug abuse violations.

2.20.2.3 Posting the statement required by subdivision 2.20.2.1 in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage must also be posted at the Site.

2.20.3 Subcontractor Requirements. CM shall include in each subcontract agreement language which indicates the Subcontractor's and Supplier's agreement to abide by the provisions of this section. Subcontractors and Suppliers shall be individually responsible for their own drug-free workplace programs.

2.20.4 Certification. CM will submit the signed form included as Exhibit I certifying compliance with San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace.

2.20.4.1 The requirements of a drug-free awareness program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

2.21 San Diego Business Tax Certificate. All contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the Work contemplated shall secure the appropriate certificate from the City Treasurer, City Operations Building, Community Concourse, before the Contract can be executed.

2.22 Contractor Standards – Pledge of Compliance. City contracts, including public works construction projects, are subject to City of San Diego Municipal Code section 22.3004.

2.22.1 Certification. The CM shall complete a Pledge of Compliance as shown in Exhibit N attesting under penalty of perjury that it complies with the requirements of this section. The CM shall also ensure that its Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. Subcontractors may access the Pledge of Compliance at:

http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf

2.22.2 Subcontracts. CM shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City of San Diego Municipal Code Section 22.3004. A sample provision is as follows:

2.22.2.1 “Compliance with San Diego Municipal Code Section 22.3004: Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code Section 22.3004 (“Contractor Standards”), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference.”

2.23 Water Pollution Control. The CM shall comply with the City’s Water Pollution Control provisions in Section 701 of the WHITEBOOK, hereby incorporated by reference. CM shall defend and indemnify the City against any fines or penalties assessed for violations of the Municipal Separate Storm Sewer System (MS4) Permit No. CAS0108758 (and its successor permits) and of the State Construction General (CGP) Permit No. CAS000002 (and its successor), caused by construction of the Project. CM’s duty to indemnify shall be limited to fines and/or penalties resulting from citations for violations of the MS4 Permit No. CAS0108758 (and its successor permits) and of the State Construction General (CGP) Permit No. CAS000002 (and its successor), caused by construction of the Project.

2.24 Hazardous Materials. Unless included in the Work, if the CM encounters onsite material which it reasonably believes to contain Hazardous Materials or Waste, it shall immediately stop work and report the condition to the City. The CM will comply with all applicable environmental documents prepared for the Project, laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

2.24.1 Investigation. The City shall obtain the services of a licensed consultant to verify the presence or absence of the Hazardous Material or Waste reported by the CM that was not included in the Work and, in the event such Hazardous Material or Waste are found to be present, to verify that it has been rendered harmless. When the Hazardous Material or Waste has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and the CM.

2.24.1.1 The CM shall retain the services of an environmental contractor to monitor construction activities for encounters with contaminated soil known to be present at the Site. When encountering, handling and disposing of Hazardous Material or Waste, the CM shall comply with Section 703 of the WHITEBOOK, hereby incorporated into this Contract by reference.

2.24.2 Resuming Work. If the material is found to contain Hazardous Material or Waste that was not included in the Work, the CM shall not resume work in the affected area until the material has been abated or rendered harmless by the City. The CM

and the City may agree, in writing, to continue work in non-affected areas of the Site.

2.24.2.1 This section does not preclude the City from requesting a change in the Work and issuing a Change Order in accordance with Article 6 for the CM to remediate and remove Hazardous Material or Waste encountered at the Site.

2.24.3 Contract Adjustments. If Hazardous Material or Waste is encountered at the Site that was not included in the Work that was not included in the Work, the CM may request an extension of Contract Time and associated costs in accordance with Article 6. Unless it is included in the Work, Hazardous Material or Waste shall be considered a differing Site condition under section 6.3 entitling the CM to Change Order under section 6.6 for associated impacts to the Contract Time and the Cost of the Work, including the reasonable additional costs of shut-down, delay and start-up, if appropriate.

2.24.3.1 In the event the CM encounters on the Site materials believed in good faith to be Hazardous Material or Waste and the CM stops work in the area affected pursuant to section 2.24, the CM shall be entitled to contract adjustment pursuant to this section even if the materials are determined not to be Hazardous Material or Waste.

2.24.4 Indemnity. To the fullest extent permitted by law, the City shall defend, indemnify and hold harmless the CM, its Subcontractors, consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the presence of any Hazardous Material or Waste at the Site, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

2.24.4.1 If the CM is held liable for the cost of remediation of Hazardous Material or Waste solely by reason of performing Work as required by the Contract Documents, the City shall indemnify the CM for all cost and expense thereby incurred.

2.24.5 Hazardous Material in the Work. The CM shall follow these requirements when working with any Hazardous Material or Waste that may be necessary to perform the Work:

2.24.5.1 Notification to employees is required when materials that contain hazardous substances or mixtures are required on the Work. A material safety data sheet shall be requested by the CM from the manufacturer of any hazardous product used.

2.24.5.2 Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all

manufacturer's warnings and application instructions listed on the material safety data sheet and on the product container label.

2.24.5.3 The CM shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site, with copies to the City's Representative.

2.24.5.4 The CM shall notify the City if it considers a specified or required product or its intended usage to be unsafe. This notification must be given to the City prior to the product being ordered, or if provided by some other party, prior to the product being used or incorporated in the Work.

2.24.5.5 The cost to provide safety measures shall be included in the GMP.

2.24.6 Treatment, Storage and Disposal Facilities (TSDF). TSDF shall be a hazardous waste transfer, treatment, storage, or disposal facility that has received, at a minimum, a California Department of Toxic Substances Control permit, grant of interim status, or a variance or is otherwise authorized by California law and regulations to receive specific RCRA and/or non-RCRA Hazardous Wastes for Processing, Recycling, alternative fuel, or Disposal. If the TSDF is located outside the jurisdiction of California, the agency(ies) with regulatory authority over the TSDF shall have the same or higher standards for the processing, recycling, or disposal of hazardous waste as the State of California.

2.24.7 Petroleum Contaminated Soils Disposal and Recycling Facility. Petroleum Contaminated Soils Disposal and Recycling Facility shall be a recycling or disposal facility which has, at a minimum, a valid California Regional Water Quality Control Board permit including Waste Discharge Requirements (DWRs) and air emission permit to receive specific Petroleum Contaminated Soil for processing, bioremediation, recycling, alternative fuel, or disposal. If a facility chosen is located outside the jurisdiction of California or within Indian Tribal lands, the agency(ies) with regulatory authority over the Petroleum Contaminated Soil Disposal and Recycling Facility shall have the same or higher standards for the recycling or disposal of petroleum contaminated soil as the State of California.

2.25 Traffic Control. CM shall not begin any Work in the public right-of-way without an approved traffic control permit. CM shall comply with Section 7-10 of the GREENBOOK as modified and supplemented by the WHITEBOOK, hereby incorporated into this Contract by reference.

2.26 Graffiti Control. The CM shall maintain all Site improvements, including any temporary facilities, equipment or other materials in a graffiti free condition throughout the construction period, until acceptance of the Project by the City. Graffiti encountered on the Site shall be removed by the CM within twenty-four (24) hours. The payment for graffiti removal shall be included in the GMP.

2.27 LEED. The CM acknowledges the City’s preference for executing the Project in a manner that conserves materials and other resources. The CM and the City acknowledge that each project presents its own set of distinct opportunities for implementing the City’s preferences. Accordingly, to the extent that the various Contract Documents do not require the selection of materials which are, and/or the use of construction site practices that might be less than, optimal for furthering the City’s preference, the CM commits to meet with the City and to identify those areas that are wholly within the CM’s control and which further the City’s preference and, based upon such information, to develop a Project specific protocol for the CM to follow in the implementation thereof.

2.27.1 Council Policy 900-14. The Project is designed to comply with City Council Policy 900-14 and achieve LEED [insert Silver or Gold] Level Certification. The City and the CM shall follow the sustainable building measures in Council Policy 900-14 to the extent they may reasonably be incorporated into the Project, consistent with the Technical Specifications and Construction Drawings.

2.27.2 Documentation. CM will provide all necessary measurements, receipts and documentation requested by the City or the Design Professional to support full documentation for LEED Certification under LEED version 3.0. All necessary documentation will be submitted to City in a timely manner prior to Project completion. This documentation includes, but is not limited to, weights for recycling of construction material, air quality maintenance, fundamental commissioning and additional commissioning coordination with independent commissioning agent, chain of custody and documentation for use of certified wood products; documentation on manufactured material within 500 mile radius: providing documentation on recycled content of material; providing IAQ plan during construction; providing documentation on HVAC CFC, HCFC and Halon refrigerants; and providing VOC levels of materials used. A copy of the proposed LEED points required for the LEED certification is attached as Exhibit O.

2.28 City Office Space. The CM shall provide office space and required utilities at the Site adjacent to CM’s office space for City and design team members. The office space shall be large enough to accommodate at least 4 City staff members and 3 design staff members and shall conform to the requirements of Class “A” Field Office specified in the WHITEBOOK. The furnishing of the office space shall be provided by the CM as set forth in Exhibit P and included in the GMP. The field office and contents specified in these specifications will become the CM’s property upon completion of the Project

2.28.1 Supplies and Equipment. All supplies for equipment (including paper, and printer ink) shall be provided by CM. CM shall be responsible for maintenance of all equipment supplied and shall retain ownership of all equipment at the conclusion of Project.

2.28.2 Separate Space. CM has the option of providing two separate trailers equivalent to above requirements to serve the design team separately from the City.

2.28.3 Parking. The CM shall provide 6 parking spaces at the Site at location(s) approved by the Engineer for use by the City.

2.29 Native American, Archaeological and Paleontological Discoveries. If a Mitigation, Monitoring, and Reporting Program (MMRP) for historical, and/or paleontological resources has been prepared for the Project, then the MMRP will control in lieu of this section, unless the MMRP is silent to these issues.

2.29.1 Discovery. If discovery is made of items of Native American, archaeological and/or paleontological interest, the CM shall immediately notify the City's Representative and cease any soil disturbing activity in the area of discovery and any nearby area. The CM shall then proceed in accordance with Exhibit R - Archeological and Paleontological Monitoring, attached hereto and incorporated into this Contract by reference. Excavation in the areas of interest shall not resume until authorized by the City's Representative in writing.

2.29.1.1 Discoveries which may be encountered include, but are not limited to, fossil resources, historic or prehistoric human bones or remains, animal bones or remains, stone implements or other artifacts and/or remnants of dwelling sites, and any items created or altered by humans more than 45 years ago, excluding pipes, laterals and appurtenances.

2.29.2 Contract Adjustments. If items of Native American, archaeological and/or paleontological interest are encountered at the Site, the CM may request an extension of Contract Time and associated costs in accordance with Article 6.

2.29.3 Notice. There are severe civil and criminal consequences for failure to treat Native American, archaeological and/or paleontological discoveries in accordance with local, state and federal laws. CM shall notify all its Subcontractors and Suppliers of the requirements of this section. Failure to notify the City's Representative upon discovery of items of Native American, archaeological and/or paleontological interest is considered a default by contractor and may result in termination of contract.

2.29.4 Indemnity. CM shall indemnify and hold the City, its officers and employees, harmless from any claims asserted or liability established, including penalties from local, state or federal agencies, arising from the mishandling of Native American, archaeological and/or paleontological resources if the CM fails to notify the City's Representative of such discoveries in accordance with this section.

2.30 Equal Benefits. Effective January 1, 2011, any contract entered into, awarded, amended, renewed, or extended is subject to the City's Equal Benefits Ordinance (EBO). In accordance with the EBO, CM must certify it will provide and maintain equal benefits as defined in section 22.4302 of the Municipal Code for the duration of this Contract. Failure to maintain equal benefits is a material breach of the Contract. CM 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.”

The CM must also give the City access to documents and records sufficient for the City to verify CM is providing equal benefits and otherwise complying with the EBO. The full text of the EBO and the rules implementing the EBO 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.

2.31 Community Liaison. The CM shall retain a community liaison in accordance with Section 7-16 in the WHITEBOOK throughout the Contract Time. The CM shall present its community liaison to the Engineer, in writing, within 15 Days of the award of the Contract.

2.32 Underground Facilities. Pursuant to the California Government Code Section 4216, the CM shall contact the appropriate regional notification center (e.g., Underground Service Alert of Southern California) and obtain an inquiry identification number, at least 2 Working Days, but not more than 14 Days prior to commencing any excavation.

2.32.1 Coordination. Pursuant to Section 4216.2, the CM shall coordinate with owners of “high priority subsurface installations” located within 10 feet of the proposed excavation limits prior to excavating. Certain agencies (e.g., Caltrans) are not required to become a member of a regional notification center. The CM shall contact non-member agencies as identified in the Contract Documents for the location of their subsurface installations.

2.32.2 Location. Before starting the Work, the CM shall physically locate all existing utilities encroaching within 24 inches of any side of the proposed excavation. The CM shall field verify the following:

- a) Location
- b) alignment
- c) Depth
- d) Size of utilities
- e) Service connections
- f) Subsurface improvements marked, known, or inferred from surface features (e.g., headwalls, utility boxes, or manholes)

2.32.3 Verification. Verification shall be by potholing or other methods of similar accuracy acceptable to the Engineer. The CM shall locate utilities after the Notice to Proceed and far enough in advance of the Work. The CM shall immediately notify the Engineer, in writing, of physical conflicts or inability to maintain mandated clearances between existing utilities and the Work. The written notification shall include the following:

- a) Date of locating
- b) Method of utility locating
- c) Type
- d) Size
- e) Material of utility or facility
- f) Horizontal location (to the nearest survey station)
- g) Depth from existing pavement or ground surface to the top and bottom of utility
- h) Suspected owner
- i) The date on which any conflict with the utility will impact the Project completion date

2.32.4 Restoration. The CM shall fill potholes on the same day of excavation. If no excavation is performed within 10 Working Days, the Contractor shall fully restore potholes and any damaged surrounding areas to their original condition unless otherwise specified in the Special Provisions or allowed by the Engineer.

2.32.5 Elevation. Unless specified otherwise as previously potholed, elevations shown on the Plans for existing utilities are based on a search of record information available during design only and are solely for the CM's convenience. The Agency does not guarantee the accuracy of the elevations. 2.32.6 The Plans may not indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Project site can be inferred from the presence of other visible facilities.

2.32.7 Transmission Lines. The CM shall notify SDG&E at least 10 Working Days prior to excavating within 10' of SDG&E Underground High Voltage Transmission Power Lines (i.e., 69 KV and higher).

2.33 Site Activities by the City or Separate Contractors.

2.33.1 City's Right to Award Separate Contracts. The City reserve the right to perform work or operations outside the scope of Work of the Contract related to the Project with the City Forces, Separate Contractors, or both. If Work to be performed by another party was not noted in the Contract, the City will give written notice to the CM 10 Working Days prior to the start of any work. If the CM determine that the work being performed by the City or others may interfere with, or cause damages to Work being performed by the CM, notify the Engineer in writing within 3 Working Days of the Engineer's notice.

2.33.2 Integration of the Work with Separate Contractors. When specified in the Contract Documents, prepare a plan in order to integrate the work performed by Separate Contractors, City Forces, or both with the performance of the Work and submit the plan to the Engineer for approval. The plan must be fair and reasonable for the CM and the Separate Contractors. Work with the Separate Contractors to reach agreement on such plan. Arrange the performance of the Work so that the Work and the work of the Separate Contractors are, to the extent applicable, properly integrated, and jointed in an acceptable manner to avoid any damage to the Work or to the work of Separate Contractors.

2.33.3 Coordination. Coordinate the CM’s activities and the Schedule with the activities and schedules of Separate Contractors and make any revisions to the Schedule deemed necessary to avoid any disruption to the Work or to the work of Separate Contractors.

2.33.4 Use of Site.

2.33.4.1 Afford the City and the Separate Contractors reasonable opportunity for storage of materials and equipment and performance of their work. Connect and coordinate its Work and operations with the City and the Separate Contractors' operations as required by the Contract Documents.

2.33.4.2 Coordinate traffic control with the Separate Contractors for the other project(s) and minimize the impact to the community. Prior to the start of construction submit the CM’s plan for coordination.

2.33.5 Deficiency in Work of Separate Contractors. If part of the CM’s work depends on proper execution or results upon construction or operations by the City or a Separate Contractor, prior to proceeding with that portion of the Work, promptly report to the Separate Contractor and the Engineer apparent discrepancies or defects in such other construction that would render it unsuitable for proper execution and results by the CM. Use good faith efforts to resolve any such discrepancies or defects or any related disagreements. The CM’s failure to report constitutes the CM’s acceptance of the work of Separate Contractors as fit, proper, and coordinated with the Work.

ARTICLE 3 - CITY’S SERVICES AND RESPONSIBILITIES

3.1 Duty to Cooperate. City shall, throughout the performance of the Work, cooperate with CM and perform its responsibilities, obligations and services in a timely manner to facilitate CM’s timely and efficient performance of the Work and so as not to delay or interfere with CM’s performance of its obligations under the Contract Documents.

3.1.1 Plans and Drawings. City shall furnish at the CM’s request, at no cost to the CM, an electronic file of the plans and drawings. The CM is responsible for all reproduction and copying services in order to provide bidders and Subcontractors with plans and specifications for the bidding and the performance of the Work.

3.1.2 Partnering. The CM shall request the formation of a partnering relationship by submitting a request in writing to the City’s Representative after approval of the Contract. If the CM’s request for partnering is approved by the City, scheduling of a partnering workshop, selecting the partnering facilitator and workshop, selecting the partnering facilitator and workshop site, and other administrative details shall be as agreed to by both Parties. The establishment of a partnering relationship will not change or modify the terms and conditions of the Contract, it will not relieve either party of the Legal Requirements of the Contract and will not subject the CM to design responsibilities other than those assumed under the Contract as a design/builder. The goals of partnering shall include:

- 3.1.2.1 The CM, the City, Design Professional and the Subcontractors actively working together as partners.
- 3.1.2.2 Avoidance of destructive confrontation and litigation among the parties.
- 3.1.2.3 Mutual understanding on how the Work is to be conducted.
- 3.1.2.4 Establishment of mutual key results to facilitate Project success.
- 3.1.2.5 Establishment of an atmosphere of team work, trust, and open communication.

3.2 City's Representative. The City's Representative has the authority to enforce compliance with the Contract Documents. The CM shall promptly comply with written instructions from the Engineer. The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress or sequence of work; and interpretation of the Contract Documents. This shall be precedent to any payment under the Contract. The City's Representative will endeavor to provide City-supplied information and approvals in a timely manner to permit CM to fulfill its obligations under the Contract Documents.

3.2.1 Observations. City's Representative shall also provide CM with prompt notice if it observes any failure on the part of CM to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.

3.2.2 Field Inspectors. The City may utilize field inspectors to assist the City's Representative during construction in observing performance of the CM. The inspector is for the purpose of assisting the City's Representative and should not be confused with an inspector with a City regulatory agency or with a special inspector pursuant to section 2.9.2.1.

- 3.2.2.1 Through onsite observation of the Work in progress and field checks of materials and equipment, the inspector shall endeavor to provide protection against defects and deficiencies in the Work.
- 3.2.2.2 The inspector will be authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.
- 3.2.2.3 The inspector will not be authorized to issue instructions contrary to the Construction Documents or to act as foremen for the CM.
- 3.2.2.4 The inspector shall have the authority to reject work or materials until any questions at issue can be decided by the City's Representative.

3.2.3 Authority. The furnishing of such services for the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequenced or procedures or for safety precautions or programs or responsibility for the CM's failure to perform the work in accordance with Contract Documents.

3.3 Design Professional Services. The City may contract separately with one or more Design Professionals to provide construction administration of the project. The Design Professional's contract as well as other firms hired by the City shall be furnished to the CM. The CM shall not have any right however, to limit or restrict any contract modifications that are mutually acceptable to the City and Design Professional.

3.3.1 Responsibilities. The City may contract with the Design Professional to provide some or all of the following services during the performance of the Work.

3.3.1.1 Will be available appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in accordance with the Contract Documents.

3.3.1.2 Review the CM's submittals such as Shop Drawings, Working Drawings, product data and samples in accordance with section 2.8.

3.3.1.3 Advise City's Representative on matters concerning performance under and requirements of the Contract Documents on written request of either the City or CM.

3.3.1.4 Receive and forward to the City for the City's review and records written warranties and related documents required by the Contract Documents and assembled by the CM.

3.4 City's Separate Contractors. City is responsible for all Work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with CM in order to enable CM to timely complete the Work consistent with the Contract Documents. The Contractor shall afford the City and all separate contractors reasonable opportunity for storage of materials and equipment and performance of their work. The CM shall connect and coordinate its Work and operations with the City and all separate contractors' operations as required by the Contract Documents. The City will direct the separate contractors to cooperate with the CM and to avoid actions or omissions which could interfere with or delay the activities of the CM. This shall include the City-contracted artist that may require extensive coordination of trades.

3.5 Permit Review and Inspections. If requested by the CM, the City's Representative will provide assistance and guidance in obtaining necessary reviews, permits and inspections.

3.5.1 Exceptions. Regulating agencies of the City, such as Developmental Services, Fire and Planning Departments, enforce Legal Requirements and standards. These enforcement activities are not subject to the responsibilities of the City under this Agreement.

ARTICLE 4 - CONTRACT TIME AND PROJECT ACCEPTANCE

4.1 Contract Time. The CM shall reach Substantial Completion of the Project within the Contract Time, which is [insert number] Days. Contract Time shall start with the Notice to Proceed for Phase 1 of the Project.

4.1.1 Adjustments. The Contract Time may be subject to adjustment in accordance Article 6 of this Contract.

4.1.2 Phase Funding. This Contract is subject to phase funding. CM must submit a Resource Allocation and Control System (R.A.C.S) cash flow from which the City can establish a phase funding schedule for the Project. The phase funded schedule will detail the number of phases, the Work under each phase and corresponding cost of each phase which together will equal the GMP. The phase funding schedule shall be attached to this Contract as Exhibit G and incorporated by this reference. Prior to commencement of Work on any phase under this contract the CM must first receive a NTP for that phase of Work. With each NTP, the City shall include a copy of a Comptroller's Certificate or other document demonstrating the funds necessary for the phase are, or will be, on deposit in the City Treasury. Work commenced by CM without an NTP shall be at the CM's sole expense and risk.

4.2 Substantial Completion. Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved Project schedule and stated in the Notice to Proceed letter.

4.2.1 Notification. CM shall notify City when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.

4.2.1.1 Prior to notifying the City, the CM shall inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. The CM shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the CM to complete all Work in accordance with the Contract Documents.

4.2.2 Joint Inspection. Within 5 Working Days of City's receipt of CM's notice, City and CM will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

- 4.2.3 Certification.** If such Work is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that will set forth (1) the date of Substantial Completion of the Work or portion thereof, (2) the remaining items of Work that have to be completed within 30 Days before Final Acceptance, (3) provisions (to the extent not already provided in the Contract Documents) establishing City's and CM's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance and (4) an acknowledgment that warranties begin on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.
- 4.2.4 Occupancy.** The City may, at its option, use a portion of the Work which has been determined to be substantially complete, provided, however, that (1) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in section 4.2.3, (2) CM and City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, (3) City and CM agree that City's use or occupancy will not interfere with CM's completion of the remaining Work and (4) a temporary Certificate of Occupancy has been issued by DSD to occupy the space.
- 4.3 Final Acceptance.** Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance, City and CM will jointly inspect to verify that the remaining items of Work have been completed as set forth in section 4.2.3. If the Work is complete, the City will issue a Final Acceptance Letter to the CM and record a Notice of Completion with the County Recorder.
- 4.4 Liquidated Damages.** The CM understands that if Substantial Completion is not attained within the Contract Time as adjusted, City will suffer damages which are difficult to determine and accurately specify. The CM agrees that if Substantial Completion is not attained within the Contract Time as adjusted, CM shall pay the City [insert amount] as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Contract Time as adjusted.
- 4.4.1 Exclusive Remedy.** Liquidated damages set forth in this section is the exclusive remedy of the City for damages due to the CM's failure to reach Substantial Completion within the Contract Time. The City may, however, demand that the surety on the performance bond complete the Project if the CM is not diligently pursuing completion of the Work.
- 4.4.2 Limitation.** The liquidated damages that accrue to the City pursuant to this section shall not exceed 50% of the Construction Fee set forth in the CM's GMP proposal.
- 4.5 Project Schedule.** The project schedule approved as part of the GMP shall be updated and maintained throughout the Work by the CM.
- 4.5.1 Effect on Contract Time.** The project schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve CM of

its obligations to complete the Work within the Contract Time, as such time may be adjusted in accordance with the Contract Documents.

4.5.2 Submission of Updates. An updated project schedule shall be submitted monthly to the City as part of each Payment Request, and in the case that an event causes a substantial change in the schedule.

4.5.3 Status Reports. CM shall provide City with a monthly status report with each project schedule detailing the progress of the Work, including: (1) if the Work is proceeding according to schedule, (2) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (3) other items that require resolution so as not to jeopardize ability to complete the Work within the Contract Time. The monthly status report should include a cost update, use of contingency, status of all RFI's, status of all PCO's and CO's, and a safety report.

4.5.4 Schedule Transmittal Letter. With each schedule submittal the CM shall include a transmittal letter including the following:

4.5.4.1 Description of problem tasks (referenced to field instructions, requests for information (RFI's), as appropriate.

4.5.4.2 Current and anticipated delays including the cause of the delay, corrective action and schedule adjustments to correct the delay, and knows or potential impact of the delay on other activities, milestones, and by the date of Substantial Completion. Failure to list a delay on an interim schedule submittal shall not preclude the CM from later providing the information when it becomes available.

4.5.4.3 Changes in construction sequence.

4.5.4.4 Pending items and status thereof including but not limited to time extension requests, outstanding RFI's, outstanding Changer Orders, and potential Change Orders

4.5.4.5 Substantial Completion date status. If ahead of schedule, the number of calendar days ahead. If behind schedule, the number of calendar days behind.

4.5.4.6 Other project or scheduling concerns.

4.5.4.7 Use of CM Contingency.

4.5.4.8 Financial status, percent complete, and graph of progress.

4.5.5 City Review. City's review of and response to the Project Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve the CM from compliance with the requirements of the Contract Documents or be construed as relieving the CM of

its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

4.5.6 Critical Path Method. The Project Schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the critical path. The anticipated time for submittals and Shop Drawings and Working Drawings submittal shall also be included in CPM in order to identify the submittal review process timeline and schedule restrictions on design review.

4.5.6.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

4.5.6.2 The CPM diagram schedule shall indicate all relationships between activities.

4.5.6.3 The activities making up the schedule shall be sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.

4.5.6.4 The CPM diagram schedule shall be based upon activities, which would coincide with the schedule of values.

4.5.6.5 The CPM diagram schedule shall show all submittals associated with each work activity and the review time for each submittal.

4.5.6.6 The schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with the CM activities.

4.5.7 Occupancy Requirements. The Project Schedule shall consider the City's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

4.5.8 Float. Float time shall be as prescribed below.

4.5.8.1 The total Float within the overall schedule, is not for the exclusive use of either the City or the CM, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the Project completion date.

4.5.8.2 The CM shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc.

Float time within the schedule is jointly owned. Therefore, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date.

- 4.5.8.3 Because Float time within the schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes which result in savings of time to the CM, etc.). In such an event, the CM shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

ARTICLE 5 - GUARANTEED MAXIMUM PRICE

- 5.1 Contract Price.** The City shall pay the CM the Contract Price for Final Completion of the Project. The Contract Price is determined at the time of Final Completion by the sum of the GMP plus any Change Orders, less any unused Owner's Contingency, CM's Contingency, taxes, allowances, and all other remaining unexpended funds and contingencies. The Contract Price does not include the difference, if any, between the actual Cost of the Work and the Cost of the Work used to determine the GMP, meaning that any savings realized in labor, material, equipment, and other expenses identified as part of the Cost of the Work in Section 1.1, are credited to the City as unexpended funds. In no event shall the Contract Price exceed the GMP plus any Change Orders. The Contract is phase funded.
- 5.1.1 Compensation Under Each Phase.** Total compensation to be paid to the CM by the City for all Work performed under each phase of this Contract shall not exceed the amount specified in the Phase Funding Schedule for each phase unless said amount is modified, in writing, by an amendment of this Contract.
- 5.1.2 Work to be Performed Under Each Phase.** The Work to be performed under this Contract shall be performed during the separate and specific phases identified in the Phase Funding Schedule.
- 5.1.3 Work and Compensation for Funding Phases After Funding Phase 1.** It is expressly understood by and between the City and CM that the Work and compensation for the funding phases after Funding Phase 1 identified in the Phase Funding Schedule are subject to funds being appropriated and authorized by the Mayor and San Diego City Council for said construction and compensation. The City's obligations and the CM's obligations under this multi-phase Contract which will be funded by multi-phase funding authorizations are as follows:
- 5.1.3.1 Funds available for performance are described in the Phase Funding Schedule. The amount of funds available at award is not considered sufficient for the performance required for any funding phase other than Funding Phase 1. When additional funds are available for the full

requirements of the next funding phase, the City shall, not later than the date specified (unless a later date is agreed to), so notify the CM in writing. The City shall also modify the amount of funds as available for contract performance as described in the Phase Funding Schedule. This procedure shall apply for each successive funding phases.

- 5.1.3.2 The City is not obligated to the CM for any amount over that specified in the Phase Funding Schedule as available for contract performance and authorized by the Mayor and San Diego City Council.
- 5.1.3.3 The CM is not obligated to incur costs for the performance of Work required for any funding phase after Funding Phase 1, unless and until written notification is received from the City of an increase in the availability of funds. If so notified, the CM's obligation shall increase only to the extent the contract performance is required for the additional funding phases for which funds are made available.
- 5.1.3.4 If the Contract is terminated under the "Termination for Convenience" clause, the settlement proposal shall be determined pursuant to procedures established in Article 9. "Work under this Contract," in that clause means the work under specific funding phases for which funds have been made available. If the Contract is terminated for default, the City's rights under this contract shall apply to the entire multi-phase requirements.
- 5.1.3.5 Notification to the CM of an increase or decrease in the funds available for performance of this Contract under another clause (e.g., an "option" or "changes" clause), shall not constitute the notification contemplated in section 5.1.3.1.

5.2 Guaranteed Maximum Price. The Guaranteed Maximum Price is [insert amount] as shown in Exhibit B and composed of the following not-to-exceed cost reimbursable or lump sum amounts defined below. The GMP shall be supported by a detailed itemized breakdown that shows the expected hard construction costs for each of the major trades and Project components which will include labor, material, expenses, equipment costs and a reasonable contingency. The GMP may be adjusted in accordance with Article 6 of this Contract. The GMP proposal is not intended to include any changes in scope, systems, kinds, qualities, quantities of materials, finishes or equipment from that shown or reasonably inferable from the information stated in the design documents upon which the GMP was based, subject to the qualifications and assumptions to that GMP, all of which, if required would warrant an adjustment to the Contract Price.

5.2.1 Cost of the Work. The Cost of the Work is defined in Article 1, and is a not-to-exceed reimbursable amount.

5.2.2 General Condition Costs. The General Conditions Costs is defined in Article 1 and determined by a firm fixed lump sum.

5.2.3 Allowances. CM shall be reimbursed with no markup for the actual cost of the

following components, which shall be paid for the out of the allowances provided in the GMP including, but not limited to, the following:

5.2.3.1 [list allowance items]

5.2.3.2 Permits per section 2.4, at the amount charged by the permit-issuing agency.

5.2.4 Taxes. Taxes are deemed to include all sales, use, consumer and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount. The City is not exempt from sales tax.

5.2.5 CM Contingency. The CM Contingency is defined in Article 1 and may be used at the discretion of the CM only for the purposes set forth in this section. The CM shall submit a written description of the charges and the remaining funds to the City's Representative within 30 days after each time the CM Contingency is used. The CM shall provide a log of contingency use and potential impacts that the CM is aware of.

5.2.5.1 Scope gaps between trade Subcontractors.

5.2.5.2 Contract default by trade Subcontractors.

5.2.5.3 Cost of corrective work not provided for elsewhere in this Contract. The CM Contingency shall not be used for corrective work required due to CM's and/or any Subcontractor's and/or Design Subcontractor's failure to perform in accordance with the terms of this Agreement and/or in compliance with the Technical Specifications or Construction Drawings, or uninsured losses resulting from the gross negligence or willful misconduct of the CM or its Subcontractors and Suppliers.

5.2.5.4 Errors, discrepancies or omissions in the Technical Specifications or the Construction Drawings, except for errors, discrepancies or omissions that the CM should have reasonably discovered performing its obligations under the Pre-Construction Services Agreement and the amendments thereto.

5.2.5.5 Costs associated with resolving bid protests.

5.2.5.6 When the CM utilizes CM Contingency funds, the CM shall make the appropriate changes to the schedule of values with the next regular progress payment request. The CM shall deduct the amount of CM's Contingency funds used from the CM's Contingency line item and adding the same amount to the line item on the schedule of values where the funds were used. If the CM's Contingency funds are used

for a new line item that was not given with the original schedule of values, that will be so indicated.

5.2.6 Construction Fee. Except as otherwise expressly provided in this Agreement, CM shall be compensated a fixed fee in the amount as specified in the GMP, as full and complete compensation for performance of all services and obligations under this Agreement. Unless otherwise expressly provided in this Agreement, the fixed fee shall include full compensation for all costs of any type incurred by CM in performing all services and obligations under this Agreement, including but not limited to the following:

5.2.6.1 Architectural, engineering, and other professional consultants, including but not limited to structural, civil, mechanical, electrical engineers, and lighting consultants may be required for subcontracted design/build services.

5.2.6.2 Estimating, value engineering and construction management.

5.2.6.3 Construction supervision and Project management personnel, including but not limited to superintendents, Project managers, Project secretaries, Project engineers, Project accountants, and all other CM personnel wherever located.

5.2.6.4 All on-site and off-site equipment, supplies and facilities, including but not limited to, computers, estimating, dictating, communication and accounting equipment, offices space, trailers and storage facilities and other general condition costs not considered hard construction costs.

5.2.6.4 All home-office and field overhead costs of any type including document control and retention.

5.2.6.5 All business license costs.

5.2.6.6 All profit CM will earn under this Agreement.

5.2.7 Owner's Contingency. Owner's Contingency is funds in the amount of **\$(insert amount)** to be used at the discretion of the City to cover any increases in Project costs that result from City directed changes, unforeseen site conditions or design omissions which the CM could NOT have reasonably discovered performing its obligations under the Pre-Construction Services Agreement and the amendments thereto.

5.2.7.1 Markups for Construction Fee, bonds, and insurance will be applied by the CM at the time that Owner's Contingency is used. The GMP Proposal shall express the Construction Fee, bonds, and insurance each as a percentage of the Cost of the Work for purposes of calculating the markup. There shall be no further markup for use of the Owner's

Contingency except for Subcontractor and Supplier markup set forth in section 6.7.3.

5.2.7.2 Use of the Owner's Contingency shall be memorialized by a written Field Order determined and processed in accordance with Article 6. Changes to the Contract Time, the GMP, and/or other terms and conditions of this Contract must be processed as Change Orders.

5.2.7.3 Any surplus in the Owner's Contingency fund at the completion of the Project shall revert to the City.

5.3 Final Accounting. As part of its application to the City for final payment and for determination of the Contract Price, the CM shall submit a final accounting of all payments received towards the GMP. Any unused Owner's Contingency, CM's Contingency, taxes, allowances, and all other remaining unexpended funds and contingencies shall be deducted from the GMP and credited to the City.

ARTICLE 6 - CHANGES TO THE CONTRACT PRICE AND TIME

6.1 Price Escalation of Materials. If during the performance of this Contract, the CM's cost to procure materials for the Project significantly increases over the prices used to calculate the GMP through no fault of the CM or its Subcontractors and Suppliers, the CM may request an increase in the Contract Price in accordance with this article. For purposes of this section, the cost to procure materials "significantly increases" if the CM is obligated to increase the price paid for materials under the terms of its subcontracts with Subcontractors or Suppliers.

6.2 Delays to the Work. If CM is delayed in the performance of the Work that will cause a change in the date of Substantial Completion due to acts, omissions, conditions, events, or circumstances beyond its reasonable control and due to no fault of its own or Subcontractors or others for whom CM is contractually or legally responsible, the Contract Time for performance shall be extended by Change Order equivalent to the length of delay.

6.2.1 Notice. The CM shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work. The CM must provide written notice of the request to the City within 7 Days of the beginning of the event causing the delay. In the case of a continuing delay only one request is necessary. The notice must be accompanied by a critical path analysis showing how the event impacts the date of Substantial Completion.

6.2.2 Events Beyond the Control of the CM. By way of example, events that will entitle CM to an extension of the Contract Time include, but are not limited to, acts or omissions of City or anyone under City's control (including the Design Professional or their representatives and consultants, separate contractors), City directed changes in the Work, Differing Site Conditions, Hazardous Conditions, delays by regulating agencies, wars, floods, abnormal weather conditions, labor

disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions or otherwise affects the area in which the Project is located and/or the CM's labor and/or supply chain, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties or by delay authorized by the Contract Documents, and other acts of God.

6.2.2.1 If adverse weather conditions are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions caused the Work to be stopped, and that weather conditions had an adverse effect on the scheduled Substantial Completion.

6.2.3 Delays Caused by CM. The Contract Time shall not be extended for unexcused delays caused by the CM, its Subcontractors or others for which the CM is contractually or legally responsible. Permitting the CM to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.

6.2.4 Compensation. In addition to CM's right to a time extension for those events set forth in this section, CM shall also be entitled to compensation for the actual cost associated with the delay provided, however, that compensation shall not be adjusted for those events set forth in this section that are beyond the control of both CM and City, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions that cause the Work to be stopped, and other acts of God.

6.2.4.1 Notwithstanding sections 6.2.4 and 6.2.5, the CM is entitled to compensation for the actual cost of delays to the critical path associated with adverse weather conditions that exceed the number of estimated "rain days" included in the CM's approved Project schedule.

6.2.5 Force Majeure. In the event the Work is delayed due to causes which are outside the control of both parties and their agents, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions or otherwise affects the area in which the Project is located and/or the CM's labor and/or supply chain, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in time equivalent to the length of delay. Neither party will be entitled to compensation from the other for *force majeure* events.

6.3 Differing Site Conditions. If the CM encounters a Differing Site Condition, the CM will be entitled to an adjustment in the Cost of the Work and/or Contract Time to the extent

CM's cost and/or time of performance are adversely impacted by the Differing Site Condition.

6.3.1 Notice. Upon encountering a Differing Site Condition, the CM shall provide prompt written notice to City of such condition, which notice shall not be later than 7 days after such condition has been encountered. The CM shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.4 Errors, Discrepancies and Omissions. If the CM observes errors, discrepancies or omissions in the Contract Documents, it shall promptly notify the City Representative and request clarification. If the CM proceeds with the Work affected by such errors, discrepancies or omissions, without receiving such clarifications, he does so at his own risk.

6.4.1 Corrective Alternatives. The CM shall prepare a cost analysis for each error, discrepancy, or omission to identify the cost of the work around or corrective action and will work cooperatively with the City to determine the cost and schedule impact of all corrective measures before proceeding. The City must approve the selected alternative prior to the CM proceeding with corrective measures.

6.4.2 Risk to CM. The CM shall NOT be entitled to an increase in the Cost of the Work or the GMP, or an extension in Contract Time, for errors, discrepancies or omissions in the Technical Specifications or the Construction Drawings that the CM should have reasonably discovered performing its obligations under the Pre-Construction Services Agreement and the amendments thereto. Discovery of any such errors, discrepancies or omissions shall not relieve the CM of its obligation to complete the Project in accordance with this Contract.

6.5 City Requested Change in Work. The City reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the City's best interest. Such alterations and changes shall not invalidate this Agreement nor release the surety, and the CM agrees to perform the Work as altered, the same as if it has been a part of the original Contract Documents.

6.5.1 Design Changes. The CM may provide alterations of a design nature only if authorized in writing, in advance, by the City. In the event of a change of this nature, CM will estimate the cost of the Change/Field Order, assist City in developing drawings and specifications as necessary, solicit a revised bid, negotiate with the Subcontractor, present a recommendation for a Change/Field Order to City, and implement construction as approved by City.

6.5.2 Request for Proposal. The City will request a proposal for a change in Work from CM, and an adjustment in the Cost of the Work, GMP and/or Contract Time shall be made based on a mutual agreed upon cost and time.

6.6 Change Orders and Field Orders. Except as otherwise provided in this Contract, all changes or alterations to the Work that change the GMP or Contract Time, or change the

terms and conditions of this Contract, shall be memorialized by a written Change Order. All other changes may be processed as Field Orders. Compensation included in Change/Field Orders shall include all costs associated with the delay or change in the Work, if any, including all markup, overhead, home and field office overhead, taxes, fees, cumulative effect of Change/Field Orders and all other costs necessary to complete the changed Work.

6.6.1 Negotiation. City and CM shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a delay or change in the Work. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change/Field Order reflecting the terms of the adjustment.

6.6.2 Terms. Unless otherwise indicated in the Change Order, all changes in Work authorized by Change Orders shall be performed under the conditions of the Contract Documents. All changes in Work authorized by Field Order shall be performed under the conditions of the Contract Documents.

6.6.3 Change/Field Order Plan. The CM shall develop a Project-specific Change/Field Order Administration Plan (CFOA Plan) for review and approval of the City. Upon written approval of the CFOA Plan by the City, the CM shall initiate implementation.

6.6.3.1 The CFOA Plan shall define the required Change/Field Order procedures, including requirements for requesting, developing, approving, recording, and filing.

6.6.3.2 The CFOA Plan shall define the procedure by which the Change/Field Order information is distributed to all affected parties.

6.6.3.3 The CFOA Plan shall identify all individuals and firms assigned to implement the CFOA Plan, and schedules for processing any action occurring under the Plan from first knowledge or notice of change through final execution of the Change/Field Order.

6.6.3.4 The CFOA Plan shall include a flow chart with procedures and duration of each step.

6.7 Contract Price Adjustments. The increase or decrease in the Cost of the Work or its components resulting from a change in the Work shall be determined by one or more of the following methods:

6.7.1 Unit Prices. Unit prices set forth in the Agreement, Subcontractor bids, or as subsequently agreed to between the parties.

6.7.1.1 If unit prices are set forth in the Contract Documents, Subcontractor bids, or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to City or CM because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

6.7.2 Lump Sum. A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by City.

6.7.3 Markups. Except for changes to the GMP or use of the Owner's Contingency as set forth in section 5.2.7.1, there shall be no markup for the CM for adjustments to the Cost of the Work. The markups for Subcontractors and Suppliers shall not exceed:

Component	Overhead	Profit
Labor	10%	10%
Material	10%	5%
Equipment	10%	5%

6.7.3.1 Markup for overhead and profit includes full compensation for superintendence, insurance premiums, taxes, field office expense, extended overhead, home office overhead, and any other items of expenses (e.g., Change/Field Order estimating and preparation cost, claims preparation cost, schedule analysis, project management, and field engineering). Extended overhead shall be any and all costs incurred either in the field or at the home office resulting from changed Work excluding direct costs related to direct hourly labor, equipment, or materials necessary to complete the changed Work.

6.7.3.2 Work paid under allowance bid items is not subject to markup by the CM, but is subject to markup by Subcontractors and Suppliers.

6.7.3.3 When all or any part of the changed Work is performed by a Subcontractor or Supplier, the markup specified herein shall be applied to the labor, materials, and equipment costs of the Subcontractor/Supplier of one tier only. Regardless of the number of hierarchical tiers of Subcontractors or Suppliers, the markup may be applied one time only to the performing Subcontractor's/Supplier's total cost.

6.7.4 Bonds. To the sum of the costs and markups provided for in this section, 1% of the cost of the Change/Field Order shall be added as compensation for the increase in the Subcontractor's bond premium caused by the changed Work.

6.7.5 Deductive Change/Field Orders. For changed Work that reduces the Cost of the Work, the reduction in compensation shall be determined in accordance with this section, including a Subcontractor markup reduction in overhead and profit.

6.7.6 Disputes. If the parties are unable to agree on the compensation or the extension in Contract Time for changed Work, CM shall proceed to perform the disputed Work, conditioned upon City issuing a written order to CM specifying City's interpretation of the Work that is to be performed and directing the CM to proceed

in accordance with either of the following provisions, at the sole discretion of the City:

6.7.6.1 The City will issue a unilateral Change/Field Order (not signed or approved by the CM) identifying the additional or deleted Work, the additional compensation and the extension in Contract Time, if any, that the City reasonably believes is due to the changed Work. The City shall pay the CM in accordance with the unilateral Change/Field Order pending a resolution of the disputed Work in accordance with Article 8.

6.7.6.2 If the disputed Work is not covered by unit prices in the GMP, the City will compensate the CM on a time and materials basis, calculated in accordance with sections 3-3.2 and 3-3.3 of the 2012 edition of *Standard Specifications for Public Works Construction* (GREENBOOK) as amended by the 2012 City Supplements (WHITEBOOK), except that section 6.7.3 of this Contract shall be used to determine markup instead of 3-3.2.3 of the GREENBOOK or WHITEBOOK. Disputes over extensions of Contract Time shall be resolved in accordance with Article 8, but the cost of the disputed Work determined on a time and materials basis shall be final and binding on both parties.

6.8 Emergencies. In any emergency affecting the safety of persons and/or property, CM shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in compensation and/or Contract Time resulting from emergency work shall be determined as provided in this Article.

ARTICLE 7 - PROCEDURE FOR PAYMENT

7.1 Compensation. For and in consideration of the faithful performance of the Work as set forth in the Contract Documents, the City agrees to pay the CM an amount as determined by this Contract, not to exceed the GMP. Payment for the specific Work under this Agreement will be made in accordance with payment provisions detailed below.

7.1.1 Schedule of Values. Within 90 Days after the issuance of the NTP, CM shall submit for City's review and approval a schedule of values. The schedule of values will serve as the basis for monthly progress payments made to CM throughout the Work.

7.1.2 Updated Project Schedule. At least 5 Working Days prior to the date established for a Payment Request, the CM shall submit an updated Project Schedule and meet with the City's Representative to review the progress of the Work as it will be reflected on the Payment Request.

7.1.3 Payment Requests. Payment Requests shall be made monthly in arrears, commencing thirty (30) Days after the date of the NTP.

- 7.1.3.1 The Payment Request shall constitute CM's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request.
- 7.1.3.2 The CM may include the entire cost of Payment and Performance Bond premiums in the first Payment Request.
- 7.1.3.3 The CM may include up to 50% of the cost of insurance premiums and the entire cost of Subguard Insurance (Subcontractor Default Insurance) premiums in the first Payment Request.

7.1.4 Stored Equipment and Materials. The Payment Request may request payment for stored equipment and materials if construction progress is in reasonable conformance with the approved schedule.

- 7.1.4.1 For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and City shall receive the equipment and materials free and clear of all liens and encumbrances.
- 7.1.4.2 For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within San Diego County and be accessible for City's inspection. The CM must protect the City's interest and shall include applicable insurance, bonding, storage and transportation to the Site. The CM shall also provide time-dated pictures of all material stored outside of the City of San Diego. The City will consider payment of stored material stored out of County of San Diego if there is a long lead time for material to be delivered so site and all other conditions above are met. See 9-3.3.1, "Payment for Stored Materials" in the WHITEBOOK.
- 7.1.4.3 All bonds and insurance required for stored materials shall name the City as the loss payee to the extent of its interest in the stored materials.

7.2 Progress Payments. The City shall pay the CM progress payments no later than 30 days after the Payment Request is received by the City, but in each case less the total of payments previously made, and less amounts properly retained pursuant to stop notices or this Contract.

7.2.1 Withholding. If City determines that CM is not entitled to all or part of a Payment Request for the reasons set forth in this paragraph, it will notify CM in writing within 7 Days after the date Payment Request is received by the City. The notice shall indicate the specific amounts City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CM must take to address the City's concerns. CM and City will attempt to resolve City's concerns. If the parties cannot resolve such concerns, CM may pursue its rights under the Contract Documents, including those under Article 8 hereof. The City may withhold payment in response to a Payment Request because of subsequently

discovered evidence which may nullify the whole or a part of a Payment Request previously issued, to such extent as may be necessary in the City's opinion to protect it from loss for which the CM is responsible, including loss resulting from acts and omissions of the CM or because of any of the following:

- 7.2.1.1 Defective Work not remedied within a reasonable period of time following written notice from the City and provided the amount of such claim, when added to other outstanding claims, exceeds the amount of the retention held by the City.
- 7.2.1.2 Uninsured third-party claims filed, or upon reasonable evidence indicating the probability of such claims being filed, for which the CM is solely responsible pursuant to the Contract Documents and provided the amount of such claims, when added to other outstanding claims, exceed the amount of any retention held by the City.
- 7.2.1.3 Reasonable evidence that the Work cannot be completed for the unpaid balance of the GMP where the extent of the overrun is an amount greater than the amount of any retention held by the City.
- 7.2.1.4 Uninsured damage to the City's property for which the CM is solely responsible pursuant to the Contract Documents and provided that the amount of such claim, when added to other outstanding claims, exceeds the amount of any retention held by the City.
- 7.2.1.5 Repeated failure to perform the Work in accordance with the Contract Documents.
- 7.2.1.6 Repeated failure of the CM to provide an appropriate Project Schedule or an appropriate Project Schedule update pursuant to this Contract.
- 7.2.1.7 Written demand by the CM's surety.
- 7.2.1.8 Failure of the CM to indemnify the City as required by this Contract.
- 7.2.1.9 Failure of the CM to timely submit Equal Opportunity Contracting Program reports required by section 2.3.5, but only until such reports are submitted and approved by the City.
- 7.2.1.10 As required by California Civil Code section 3186 when stop notices are received by the City, in the amount of 150% of the amount claimed in the stop notices.
- 7.2.1.11 Failure of the CM to abide by any other provision of this Contract, but only when such provision specifically states that withholding of progress payments by the City is permitted.

7.2.2 Retention. City will retain 5% of each progress payment to ensure successful completion of the Work, exclusive of General Conditions and the Construction

Fee. The City may further reduce retention to 2%, at its discretion, upon receiving a Certificate of Occupancy and consent of surety.

- 7.2.2.1 The CM may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code. Such securities, if deposited by the CM, shall be valued by the City, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the CM and the City.
- 7.2.2.2 Alternatively, upon request by the CM the City shall make payment of retentions earned directly to an escrow agent at the expense of the CM, in accordance with Section 22300 of the Public Contract Code.
- 7.2.2.3 The City shall not withhold retention from payments to the CM for bonds or insurance.
- 7.2.2.4 The City shall release the retention for payments for Site excavation and shoring 90 days after the excavation and shoring work is complete if the CM provides the City with an executed release of claims from the affected Subcontractors, consent of surety, and provided no stop notices have been filed associated with the excavation and shoring work.

7.3 Final Payment. Within 60 Days after Substantial Completion of the entire Work and receipt of an application for final payment from the CM, City shall release all retained funds less an amount of 150% of the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion, and any outstanding stop notices.

7.3.1 Cessation of Labor. If there has been a cessation of labor for a continuous period of 60 days due solely to the City's failure to issue a NTP for the subsequent phase of the Work, the CM may submit an application for final payment which the City shall process in accordance with this section.

7.3.2 Final Payment Request. At the time of submission of its final Payment Request, CM shall provide the following information:

- 7.3.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect City's interests, other than any known outstanding stop notices which the CM shall list.

- 7.3.2.2 A general release executed by CM waiving, upon receipt of final payment by CM, all claims except those claims previously made in writing to City and remaining unsettled at the time of final payment which the CM shall list with the amount of each claim.
- 7.3.2.3 Written consent of CM's surety to the City's release of retention and making final payment.

7.4 Prompt Payment. CM shall pay its Subcontractors and Suppliers within 7 Days of receipt of each progress payment from the City. The CM shall pay for the amount of Work performed or materials supplied by each Subcontractor or Supplier as accepted and approved by the City with each progress payment.

7.4.1 Retention and Withholding. The CM may retain or withhold a proportionate amount of the funds retained or withheld from the CM by the City attributable to the Work provided by the Subcontractors and Suppliers. Any reduction of retention or withholding by the City to the CM shall result in a corresponding reduction to Subcontractors or Suppliers who have performed satisfactorily. CM shall pay Subcontractors or Suppliers the released retention and withholding within 7 Days of receipt of payment from the City pursuant to Public Contract Code section 7107. No contract between CM and its Subcontractors and Suppliers may materially alter the rights of any Subcontractor or Supplier to receive prompt payment and retention reduction as provided herein.

7.4.2 Violations. If the CM fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and CM agrees that the City may take such actions:

- 7.4.2.1 Hold the CM in default under this Agreement.
- 7.4.2.2 Withhold future progress payments including retention until proper payment has been made to Subcontractors or Suppliers in accordance with these provisions.
- 7.4.2.3 Debarment pursuant to the San Diego Municipal Code.
- 7.4.2.4 Terminate this Contract pursuant to Article 9.

7.4.3 No Waivers. Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this section or of any of the terms or provisions thereof unless expressly waived by the City in writing.

7.4.4 Subcontracts. The CM shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

7.5 Record Keeping and Finance Controls. The City, its authorized representative, and/or the appropriate state agency, may audit the CM's records to verify the accuracy and

appropriateness of all Payment Requests, pricing data, including data used to negotiate the GMP, Contract Documents and any Change Orders, and any other documents related to the Project in accordance with Municipal Code Section 22.3808(d). The CM shall make its records available to the City for inspection and copying during reasonable business hours.

7.5.1 Record Retention. Records of the CM’s direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CM shall be kept on a generally recognized accounting basis and shall be available for four years after Substantial Completion of the Project.

7.5.1.1 The CM’s attention is directed to the City of San Diego Labor Compliance Program, Section IV, pages 4-7, and the State of California Labor Code Sections 1771.5(b) and 1776. These require, in part, that the CM and Subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

7.5.1.2. The CM and Subcontractors must submit weekly certified payrolls reflecting the wages of all the CM’s and Subcontractors’ employees engaged in the Work online via Prism® i.e., the City’s web-based labor compliance program as specified

7.5.2 Adjustments. The City reserves the right to decrease the Cost of the Work and/or payments made under this Agreement if, upon audit of the CM’s records, the audit discloses the CM has provided false, misleading, or inaccurate cost and pricing data. The amount of the decrease shall be equal to the amount of the error. City reserves all rights and remedies available under the law for such false or misleading disclosures.

7.5.3 Subcontracts. The CM shall include a similar provision in all of its agreements with Suppliers and Subcontractors providing Work for the Project to ensure the City, its authorized representative, and/or the appropriate state agency, has access to the Suppliers’ and Subcontractors’ records to verify the accuracy of cost and pricing data.

ARTICLE 8 - CLAIMS AND DISPUTES

8.1 Claims. The CM shall submit a claim to the City if a dispute occurs between the City's Representative and the CM that arises from or relates to the Contract or the Work. The claim shall be in writing and set forth all relief to which the CM asserts it is entitled as a result of the event(s) giving rise to the dispute.

8.1.1 Exclusive Process. The CM shall process all disputes with the City in accordance with this section. The CM’s failure to process a claim in accordance with this section shall constitute a waiver of all relief associated with the dispute. Claims shall be subject to audit by the City in accordance with section 7.5 of this

Contract. CM shall continue to perform the services and the Work and maintain the Schedule during any dispute proceedings and City will continue to make progress payments for undisputed services and Work.

8.1.2 Tolling. The claims process in this section shall toll the CM's statutory obligation to present claims under the California Government Code until the conclusion of mediation pursuant to this Article.

8.1.3 Deadline to Submit Claim. The CM shall promptly, but in no event later than 60 Days after the event(s) giving rise to the claim, deliver the claim to the City. Ongoing discussions or negotiations with the City's Representative shall not extend the deadline to submit a claim unless an extension is granted by the City's Representative in writing.

8.1.4 Claim Certification Requirements. If the claim seeks an increase in compensation, the Contract Time, or both, the CM shall submit with the claim an affidavit certifying that:

8.1.4.1 The claim is made in good faith and covers all costs and delays to which the CM is entitled as a result of the event(s) giving rise to the claim.

8.1.4.2 The amount claimed accurately reflects the adjustments in compensation, the Contract Time, or both to which the CM believes it is entitled.

8.1.4.3 All supporting costs and pricing data are current, complete, and represent the CM's best knowledge and belief available at the time the claim is submitted. The CM shall supplement information required herein as or should additional cost and pricing data become available. The CM shall ensure that the affidavit is executed by an official who has the authority to legally bind the CM.

8.1.5 Initial Determination. An initial determination is the City's written approval or denial of a claim from the CM. Within 30 days of receipt of a claim, the City will deliver an initial determination to the CM. The City will not consider and will return to the CM any claim that does not conform to this section.

8.1.5.1 The CM may request a settlement meeting after it submits a claim to the City. A settlement meeting shall be held within 20 days of receipt of the CM's written request unless otherwise agreed by the parties. This meeting will be an opportunity for the CM to explain its claim to the City. The meeting shall be attended by an officer of the CM and representative of the City of at least Deputy Director level. If a settlement cannot be reached, the City will issue an initial determination. The time for issuing an initial determination shall be tolled by the number of Days between the date a request for a settlement meeting is received by the City and the date the settlement meeting is held.

8.1.6 Final Determination. If the CM disagrees with the initial determination, the CM may request a final determination. The CM's request shall be in writing and shall be delivered to the City within 30 days from CM's receipt of the initial determination. The City will deliver a final determination to the CM within 30 Days after receipt of the CM's written request. A final determination is the City's final written decision on the CM's claim, signed by a representative of the City of at least Director level, which is binding on the CM unless the CM notifies the City in writing of its objection within 20 Days after receipt of the final determination, and files a "Request for Mediation" pursuant to this Article. Failure to give notice of objection within 20 days shall be deemed to be a waiver of its right to pursue the claim.

8.2 Mandatory Non-binding Mediation. If the CM disagrees with the City's final determination, the CM may request mediation by notifying the City in writing within 20 Days after receipt of the final determination. The parties will endeavor to settle the claim in an amicable manner, using mandatory non-binding mediation under the Construction Industry Mediation Rules of the American Arbitration Association or any other neutral organization agreed to by the parties. Mediation is mandatory before either party may have recourse in a court of law.

8.2.1 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, 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.

8.2.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the claim. The mediator will be knowledgeable in construction aspects and may be selected from lists furnished by the American Arbitration Association or any other agreed upon mediator.

8.2.3 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the claim, though the City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorney(s), witnesses or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

8.2.4 Mediation Results. Any resultant agreements from mediation shall be documented in writing. 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.

8.3 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the Work provided by the CM under this Contract, upon the City's request the CM agrees to assist in resolving the dispute or litigation. The CM's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution, litigation, or both.

8.3.1 Compensation for Mandatory Assistance. The City will reimburse the CM for reasonable fees and expenses incurred by the CM for any required assistance rendered in accordance with this section.

8.3.1.1 If the City reasonably determines that the basis of the dispute or litigation in which these fees and expenses were incurred was the result of the conduct of or failure to act by the CM, Subcontractors, Suppliers or their respective agents, officers, and employees, in part or in whole, the City shall be entitled to be reimbursed a proportionate amount of any payments made for these fees and expenses. Reimbursement may be through any legal means necessary, including the City's withholding of payment.

8.3.1.2 Reasonable attorneys' fees incurred in providing the City with dispute or litigation assistance are reimbursable only if the CM is not a party to the same dispute or litigation for which the City requested mandatory assistance, and only to the extent the attorneys' work is reasonably related to the assistance provided to the City.

8.3.1.3 Any dispute between the City and the CM over compensation for mandatory assistance shall be submitted to mandatory non-binding mediation in accordance with section 8.2.

ARTICLE 9 – SUSPENSION AND TERMINATION

9.1 Suspension of Work. The City may, at any time and without cause, suspend the Work or any portion thereof for a continuous period of not more than sixty (60) Days by notice in writing to the CM. The CM shall resume the Work on receipt from the City of a notice to resume the Work. If the Work is suspended by the City, the City shall not unreasonably deny a request for a change in the Contract Time or additional compensation, or both, directly attributable to the suspension not resulting from the CM's actions or inactions as provided in section 6.2 of this Contract.

9.2 Termination for Convenience. The City may terminate the CM's performance of Work under this Contract, in whole or, from time to time, in part, only if the Mayor and City Council do not appropriate sufficient monies to fund the Contract. The City will terminate the Contract by delivering a notice of termination in writing to the CM, specifying the extent of termination and the effective date. In the event the City terminates for its convenience, the following provisions will also apply to such

termination in addition to any provision of the Contract permitting such termination and shall also survive the termination.

9.2.1 Notice of Termination. Unless otherwise directed by the City, upon receipt of the notice of termination the CM shall immediately proceed as follows:

9.2.1.1 Stop all Work immediately or as specified in the notice.

9.2.1.2 Immediately cease placing further subcontracts for labor, materials, services, or facilities, except as necessary to complete any authorized portion of the Work.

9.2.1.3 Immediately terminate all subcontracts to the extent they relate to the Work terminated.

9.2.1.4 With approval by the City, settle all outstanding obligations arising from the termination of subcontracts, the approval of which will be final for purposes of this clause.

9.2.1.5 Transfer the title and deliver to the City, completed or partially completed drawings, plans, calculations, specifications and any other documents and records that, if the Contract has been completed, would be required to be furnished to the City. The City also, for itself and its successors and assigns, agrees that all rights and title to all work product of the CM for which the CM has not been paid, if any, shall revert to, or remain with, the CM and the City agrees to refrain from using any such work product, bidders and/or Subcontractors and Suppliers in connection with the Project.

9.2.1.6 Complete performance of the Work not terminated, if any.

9.2.1.7 Take any action that may be necessary, or that the City may direct, for the protection and preservation of the Project, including property related to this Contract that is in the possession of the CM and in which the City has or may acquire an interest.

9.2.2 Removal of City Property. The CM may request the City to remove any City's property being stored by CM or enter into an agreement for its storage. Within 60 Days, the City will accept possession of property and remove it or enter into a storage agreement.

9.2.3 Termination Settlement Proposal. After termination, the CM shall submit a final termination settlement proposal to the City's Representative. The CM shall submit the proposal promptly, but not later than 6 months from the effective date of termination, unless extended in writing by the City within this 6-month period. However, if the City determines that the circumstances justify it, a termination settlement proposal may be received and acted on after 6 months or any extension.

9.2.3.1 If the CM fails to submit the proposal within the time allowed, the City may, in good faith, determine, on the basis of information available, the fair and reasonable amount, if any, due the CM as a result of the termination and pay the amount determined.

9.2.3.2 If the CM does not agree that the amount determined by the City is fair and reasonable, the CM must submit a claim and pursue the dispute resolution process in Article 8.

9.2.4 Compensation for Termination. Subject to section 9.2.3, the CM and the City may agree upon the whole or any part of the amount to be paid because of the termination for convenience. However, the agreed amount may not exceed the total amount of phase funding approved by the Mayor and City Council as reduced by the amount of payments previously made and the Cost of the Work not terminated. Compensation for termination may include elements not originally included in the Cost of the Work such as:

9.2.4.1 Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination of settlement proposals and supporting data.

9.2.4.2 The termination and settlement of subcontracts.

9.2.4.3 Storage, transportation, and other costs incurred when reasonably necessary for the preservation, protection, or disposition of property in which the City has or may acquire an interest.

9.2.4.4 A reasonable allowance for premature demobilization from the Site.

9.2.5 Failure to Agree on Compensation. If the CM and City fail to agree on the amount to be paid because of the termination for convenience, the City shall pay the CM the fair and reasonable amounts determined in good faith by the City as follows, but without duplication:

9.2.5.1 The cost of completed Work accepted by the City and not previously paid for, adjusted for any saving of freight and other charges.

9.2.5.2 The costs incurred towards the performance of the Work terminated, including initial costs, and preparatory expense allocable thereto.

9.2.5.3 The fair and reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract.

9.2.6 Payment for Property Destroyed, Lost Stolen or Damaged. Except to the extent that the City expressly assumed the risk of loss, the City shall exclude from the amounts payable to the CM the fair value of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the City.

9.2.7 Deductions. In arriving at the amount due the CM for termination for convenience, there shall be deducted:

9.2.7.1 All advances or other payments to the CM under the terminated portion of this Contract.

9.2.7.2 Any claim which the City has against the CM under this Contract.

9.2.7.3 The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the CM or sold pursuant to termination and not recovered by or credited to the City.

9.2.8 Records Relating to Termination. Unless otherwise provided, the CM shall maintain all records and documents relating to the terminated portion of this Contract for four (4) years after final settlement. This includes all records bearing on the CM's costs and expenses under this Contract. The CM shall make these records and documents available to the City, at the CM's office, at all reasonable times, without charge. Photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

9.3 Termination By CM. The CM may terminate this Contract upon fourteen (14) Days written notice to the City under the following circumstances:

9.3.1 Suspension Exceeding Sixty Days. If the Work has been suspended under section 9.1 for more than 60 Days through no fault or negligence of the CM.

9.3.2 Failure to Pay. If the City should fail to pay the CM any uncontested portion of a progress payment within ninety (90) Days after receipt of a Payment Request.

9.3.3 Waiver of Claims. If the CM terminates the Contract pursuant to this section, the CM may not recover any profits or overhead post-termination it may have anticipated had the Contract not been terminated. Nothing herein shall serve to limit claims the CM may have against the City prior to the CM's termination, provided such claims were submitted to the City pursuant to Article 8 prior to termination by the CM. Termination by the CM shall not relieve either party of its obligation to complete the dispute resolution process in accordance with Article 8 of this Contract.

9.4 Termination for Cause. In the event of default by the CM, the City may terminate the Contract for cause.

9.4.1 Notice. The City shall give fourteen (14) Days written notice to the CM of the City's intent to terminate the Contract and provide the CM and all Sureties an opportunity to remedy the conditions constituting the default.

9.4.2 Default. It shall be considered a default if the CM does one or more of the following prior to acceptance of the Work, or otherwise commits a material breach as described by other provisions of this Contract and fails to correct the

deficiency after having a reasonable opportunity to cure as set forth in Section 9.4.3:

- 9.4.2.1 Becomes insolvent, assigns its assets for the benefit of its creditors, or is unable to pay debts as they become due or is otherwise financially unable to complete the Work.
- 9.4.2.2 Persistently fails to provide materials or workmanship meeting the requirements of the Contract Documents, and fails to correct the defective work as required by section 2.14.
- 9.4.2.3 Persistently disregards or violates provisions of the Contract Documents or City's reasonable instructions.
- 9.4.2.4 Persistently fails to prosecute the Work according to the approved progress schedule without excusable delays.
- 9.4.2.5 Abandons the Project by persistently failing to report to the Site and diligently prosecute the Work.
- 9.4.2.6 Fails to notify the City's Representative upon discovery of Hazardous Materials or items of Native American, Archaeological, or Paleontological interest.
- 9.4.2.7 Persistently disregards laws or regulations of any public agency having jurisdiction.
- 9.4.2.8 Commits continuous or repeated serious violations of approved or legislated safety requirements.
- 9.4.2.9 Fails to maintain the insurance and bonds set forth in Article 10.

9.4.3 Failure to Cure. If the CM fails to remedy or fails to engage in reasonable actions to cure the conditions constituting default within fourteen (14) Days and any extensions that may be granted by the City which shall not be unreasonably withheld, the City may then terminate the Contract for cause by delivering written notice of termination to the CM.

9.4.4 City May Take Possession. In the event the Contract is terminated for cause, the City may take possession of the Project and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the CM had the Contract not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the CM shall pay the excess amount reasonably incurred to the City. If such cost is less than the balance which would have been due, the CM shall not have claim to the difference.

9.4.5 Preservation of Rights. Where the CM's services have been terminated for cause by the City, the termination will not affect any rights or remedies of the City against the CM then existing or which may thereafter accrue. Any retention or payment of moneys due the CM by the City will not release the CM from liability.

9.4.6 Effect of Improper Termination. If the City improperly terminates this Contract for cause, the termination shall automatically be converted to a termination for convenience under section 9.2.

ARTICLE 10 - INSURANCE AND BONDS

10.1 Insurance Requirements. The CM shall procure insurance as shown in Exhibit F to protect against claims for loss including injuries to persons or damage to property, which may arise out of or in connection, with the performance of the Work hereunder by the CM, its agents, representatives, officers, employees, Suppliers or Subcontractors. CM shall maintain this insurance for the duration of this Contract and at all times thereafter when the CM is correcting, removing, or replacing Work in accordance with this Contract.

10.1.1 Liabilities. CM's liabilities, including but not limited to CM's indemnity obligations, under this Contract shall not be deemed limited in any way to the insurance coverage required herein.

10.1.2 Cost of Insurance. Payment for insurance shall be included in the GMP, and except as specifically agreed to by the City in writing, CM shall not be entitled to any additional payment nor shall the City be entitled to any credit.

10.1.3 Proof of Insurance. CM shall not begin any Work under this Contract until it has provided, and the City has approved, all required insurance certificates and endorsements.

10.1.4 Notice of Cancellation. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to 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 Contract and CM's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Contract may be treated as a material breach of contract.

10.2 Bonds. The CM shall furnish performance and payment bonds on forms provided by the City, each in the amount of the funded phases of the GMP less the amount of the Owner's Contingency.

10.2.1 Performance Bond. A performance bond to guarantee faithful performance of the Contract and associated Work, within the time prescribed, and in a manner satisfactory to the City.

10.2.2 Payment Bond. A payment bond to satisfy claims of material suppliers and of mechanics and laborers employed on the Work. The payment bond shall be maintained by the CM in full force and effect until the Work is accepted by the City and until all claims for materials and labor are paid, and shall otherwise comply with all applicable laws.

10.2.3 Licensed Surety. All bonds shall be in the form prescribed by the Contract Documents and by such sureties which are admitted insurers in the State of California and are subject to regulation by the Department of Insurance, and which also satisfy the requirements stated in Section 995.660 of the Code of Civil Procedure. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. Surety companies must be duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds for the limits so required.

10.2.4 Bankrupt or Insolvent Surety. If the surety on any bond furnished by the CM is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the CM shall within 7 Days thereafter substitute another bond and surety meeting the requirements of this section.

10.2.5 Phase Funding. The amount of the performance and payment bonds shall be phased to reflect the phase funding of this Contract.

10.2.5.1 The amount of the performance and payment bonds shall be \$[insert amount] for Phase 1 of the Project.

10.2.5.2 When the City issues the NTP for Phase 2 of the Project, the amount of the performance and payment bonds shall increase by \$[insert amount].

10.2.5.3 The amount of the performance and payment bonds shall also increase as the City authorizes expenditures from the Owner's Contingency, in the amount of the actual increase.

ARTICLE 11 - INDEMNIFICATION AND LIMITATION OF LIABILITY

11.1 General Indemnity. CM agrees to defend, indemnify, protect and hold City, its officers and employees, harmless from and against all claims or judgments asserted, or liability established for damages or injuries to any person or tangible property other than to the Work itself and/or the materials or equipment incorporated therein including to CM's employees, agents or officers, arising directly or indirectly out of obligations, work or services herein undertaken, which arise from, are connected with, are caused or claimed to be caused by the negligent acts or omissions or willful misconduct of the CM, its agents, officers and employees. The obligation to indemnify shall be effective even if the City, its officers or employees established passive negligence contributes to the loss or claim. The CM's duty to indemnify and hold harmless shall not include any claims or

liability arising from the established active or sole negligence, or sole willful misconduct of the City, its agents, officers or employees.

- 11.2 Indemnity for Design Services.** With respect to any design/build services provided by or through the CM under this Contract, except as otherwise provided by Civil Code Section 2782.8, CM shall indemnify and hold harmless the City, its officers and employees, from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of the CM, its design professionals, officers or employees.
- 11.3 Limitation of Liability.** Under no theory of recovery, whether based in contract, tort, warranty or otherwise will either the City or the CM be liable to one another for any indirect, incidental or consequential damages arising out of or relating to this Project, except as otherwise covered by insurance under Article 10, liquidated under section 4.4, or compensable under section 9.2 upon the City's termination for convenience.
- 11.4 Survival.** The indemnity provisions in this Article shall survive termination of this Contract and continue so long as a viable claim exists.

ARTICLE 12 – GENERAL PROVISIONS

- 12.1 Contract Interpretation.** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time for the GMP. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards.
- 12.1.1 Order of Precedence.** In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents in Article 1.
- 12.1.1.1 On the drawings, given dimensions shall take precedence over scaled measurements, and large scale drawings over small-scale drawings.
- 12.1.1.2 Specifications take precedence over Plans.
- 12.1.2 Headings.** The headings used in this Contract or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 12.1.3 Integration Clause.** The Contract Documents form the entire agreement between City and CM and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.1.3 Joint Venture Contractors. If the CM is a joint venture, all grants, covenants, provisions and claims, rights, powers, privileges and liabilities of the Contract will be construed and held to be several as well as joint. Any notice, request or other communication given by the City to any member of the joint venture shall be deemed to have been given to all and shall bind all members of the joint venture. The CM's representative and any alternates shall have the full authority to bind all members of the joint venture.

12.2 Information Security Policy. The Contract is subject to the City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63. By submitting a Bid, the CM agrees to fully comply with the ISP. Full text of the ISP and the Administrative Regulation 90.63 can be requested from the Contract Specialist. The CM's failure to abide by the City's Administrative Regulation 90.63 (ISP) will be a breach of the Contract. The CM must notify employees of their ISP responsibilities and must post a copy of the following statement in an area frequented by employees who access the City's computer systems:

12.2.1 Uses of City computer equipment, network services, electronic systems and electronic data, including Email and Internet services, are for City business or work-related purposes. The use of City computer equipment or information technology services for personal use is prohibited.

12.2.2 Computer files developed, created or enhanced within the scope and course of City contract employment, or a City third-party contractual relationship, are the property of the City of San Diego, regardless of their physical location or the form in which they are maintained.

12.2.3 The City reserves the right to access and disclose all messages and other electronic data sent over its Email systems or stored in computer files on City Computer Equipment. The City-related computer files created, developed or enhanced on remote access personal computers must be provided upon the City's request in City standard formats.

12.2.4 Users must be responsible in their use of City computer equipment and network services. Any action that may cause interference with City computer systems exposes the City's computer systems to risk or adversely impacts the work of others in using these computer systems is prohibited.

12.2.5 Every end user must have a single unique user ID and a personal password which must be kept confidential. This user ID and password will be required for access to all multi-user computer equipment and network services. User passwords must comply with the Information Security Guidelines and Standards.

12.2.6 Users accessing City computer systems are prohibited from gaining unauthorized access to any other computer systems or in any way damaging, altering, or disrupting the operations of these systems. Users are prohibited from capturing or otherwise obtaining passwords, encryption keys, or any other access control mechanism which could permit unauthorized access.

- 12.2.7 The CM must give the Engineer access to documents and records sufficient for the Engineer to verify the CM are complying with ISP requirements.
- 12.3 Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.
- 12.4 Time is of the Essence.** City and CM mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.
- 12.5 Mutual Obligations.** City and CM commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.
- 12.5.1 Cooperation And Further Documentation.** The CM agrees to provide the City such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.
- 12.5.2 Employees.** Neither the City nor the CM may solicit or employ any of the other's employees assigned to provide services in connection with this Project for the duration of the Project and then for a period of one year thereafter.
- 12.6 Assignment.** Neither CM nor City shall, without the written consent of the other assign, transfer or sublet any portion of this Contract or part of the Work or the obligations required by the Contract Documents.
- 12.7 Successors-In-Interest.** This Contract and all rights and obligations contained herein shall be in effect whether or not any or all parties to this Contract have been succeeded by another entity, and all rights and obligations of the parties signatory to this Contract shall be vested and binding on their successors-in-interest.
- 12.8 Third Party Beneficiaries.** Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the CM, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of City and the CM and not for the benefit of any other person.
- 12.9 Governing Law.** The Contract and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be brought in the Superior Court of San Diego County, California, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction of such Court.
- 12.10 Severability.** If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall, nevertheless, continue in full force and effect without being impaired or invalidated in any way, except to the extent that enforcement of this Contract without the invalidated

provision would materially and adversely frustrate either or both parties' essential objectives set forth in this Contract. .

12.11 Compliance With Laws. The CM shall perform all Work in accordance with all applicable federal, state and local laws and regulations pertaining to the Work, and shall ensure that all Subcontractors and Suppliers also comply.

12.10.1 Project Design. It is not the CM's responsibility to ascertain that the design of the Project is in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the CM recognizes that portions of the Project design are at variance therewith, the CM shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency.

12.12 Independent Contractor. The CM is and shall be an independent contractor. Any provisions in the Contract that may appear to give the City the right to direct the CM as to the details of accomplishing the Work or to exercise a measure of control over the Work means that the CM shall follow the wishes of the City as to the results of the Work only. These results shall comply with all applicable laws and ordinances.

12.13 No Waivers. The failure of either party to enforce any of the provisions of the Contract or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions unless the waiver is in writing. Prior waivers shall not preclude the right of either party to thereafter enforce each and every provision of this Contract.

12.14 Limitation on Powers. Nothing in this Contract shall be construed as a limitation upon the powers of City as a chartered city of the State of California.

12.15 Conflict of Interest. The CM shall establish and make known to its employees appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. Project personnel shall not accept gratuities or any other favors from potential Subcontractors or Suppliers.

12.15.1 Applicable Laws. The Contractor shall be subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, e.g., California Government Code Sections 1090, et. seq., and 81000, et. seq., and the City Ethics Ordinance, codified in the City Municipal Code at Sections 27.3501 to 27.3595.

12.15.2 Statement of Economic Interests. If, in performing the Services and/or Work set forth in this Contract, the CM makes, or participates in, a "governmental decision" in accordance with title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in the applicable department's conflict of interest code, the CM shall be subject to a conflict of interest code requiring the completion of one or more

statements of economic interests disclosing the CM's relevant financial interests.

12.15.2.1 Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The CM shall file a Form 700 (Assuming Office Statement) within 30 Days of the City's written determination that the CM shall be subject to a conflict of interest code. The CM shall file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the CM was subject to a conflict of interest code.

12.15.2.2 If the City requires the CM to file a statement of economic interests as a result of the Services and/or Work performed, the CM shall be considered a "City Official" subject to the provisions of the City Ethics Ordinance, including the prohibition against lobbying the City for one year following the expiration or termination of this contract.

12.15.3 Affiliations. The CM shall not recommend or specify any product, supplier, or contractor with whom the CM has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies. This section shall not prohibit CM from utilizing its in-house brokerage staff to secure all insurance required by the Contract Documents.

12.15.4 Violations. If the Contractor violates any conflict of interest laws or any of these conflict of interest provisions, the violation shall be grounds for immediate termination of this Contract for cause. Further, the violation subjects the Contractor to liability to the City for all non-consequential damages sustained as a result of the violation.

12.16 Notice. Unless otherwise provided, any notice, request, instruction or other document to be given under this Contract by any party to any other party shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of 3 Working Days after the day mailed by certified mail, as follows:

to CM:

[name]
[firm]
[address]
[Phone]
[Fax]
[email]

to City:

James Nagelvoort - City Engineer
City of San Diego
600 B Street, 8th floor
San Diego, CA 92101
Phone: 619.533.5100
Fax:
jnagelvoort@sandiego.gov

With a Copy to:

City Attorney
San Diego City Attorney's Office
1200 3rd Avenue, Suite 1600
San Diego, CA 92101
Phone: 619.533.5800
Fax: 619.533.5856
cityattorney@sandiego.gov

- 12.16.1 Change of Address.** Either party may change the address where notice should be sent by notifying the other party in writing.
- 12.16.2 Effect of Rejection.** Any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.
- 12.17 Effective Date.** This Contract shall become effective on the date the last party fully executes the Contract.
- 12.18 Product Endorsement.** Any advertisements referring to the City of San Diego as a user of a product or service requires prior written approval of the City pursuant to City Administrative Regulation 95.65.
- 12.19 Incorporation of Exhibits and Recitals.** All exhibits referenced in this Contract and all recitals are incorporated herein by reference.
- 12.20 Counterparts.** This Contract may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to Resolution No. R-_____ authorizing such execution, and by the CM through its duly authorized officer.

[name of CM]

CITY OF SAN DIEGO

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

I HEREBY APPROVE the form and legality of the forgoing agreement this ____ day of _____, 2013.

JAN I. GOLDSMITH, City Attorney

By: _____
Deputy City Attorney

ESTIMATE

Final Concept Construction Cost Estimate

San Diego Convention Center Expansion
San Diego, California

RLB | Rider Levett Bucknall



Prepared for:

Mr. Charles E. Black
CB - Urban Development
14668 Encendido
San Diego, California 92127

November 23, 2011

San Diego Convention Center
Final Concept Construction Cost Estimate
Estimate Clarification

Description

Basis of Estimate

The project is located on West Harbor Drive in San Diego, CA and comprises a major addition to the existing San Diego Convention Center, together with related site work.

The estimate is based upon measured quantities and built-up rates prepared from the Expansion Estimating Update document "Revised 10.28.2011" and clarifying information received from Fentress Architects through November 22, 2011.

As the estimate is based on concept-level design information, it was necessary to make certain assumptions and provide allowances based wherever possible on discussions with the Architect and Structural Engineer.

Pricing is based on unit prices current at October 2011 and 15% has been added to the estimate to take costs forward to a mid-point of construction in May 2015.

It is assumed that the project will be procured through a Construction Manager at Risk procurement method with the sub-trades being competitively bid to multiple bidders.

The Gross Floor Area (GFA) used in this estimate (927,850 sf) is the sum of the new construction plus the renovated areas only. Refer to "Inclusions" below for the basis of this GFA. Areas of the existing building that remain non-renovated and are not part of the scope of work of this Concept are excluded from both the area calculations and the estimate.

Items Specifically Included

- o GFA Ground Level - 484,388 sf
- o GFA Mezzanine - 157,872 sf (includes a hypothetical area reduction of 7,000 sf per Fentress which is yet to be shown on the drawings)
- o GFA Upper Level - 285,590 sf (excludes Mechanical Mezzanine deleted as value engineering and includes two hypothetical area reductions, one of 15,000 sf and one of 10,300 sf per Fentress which are yet to be shown on the drawings)
- o Total GFA - 927,850 sf
- o A total of 4,100 piles as documented in the Expansion Estimating Update document "Revised 10.28.2011"
- o Steel reinforcing to Terrace areas at 50 lbs/sf as shown on the Martin & Martin drawings dated 10/14/2011
- o Flagpoles

San Diego Convention Center
Final Concept Construction Cost Estimate
 Estimate Clarification

Description

Items Specifically Excluded

- o Maintenance and repairs to the remaining sections of the existing building except where shown as being renovated within the concept plan
- o Compaction of excavated materials hauled off site
- o Skylights
- o Ballroom equipment
- o Exhibit Hall equipment
- o Loading dock equipment
- o Safes and vaults
- o Window washing equipment, rails and the like
- o Photovoltaic systems
- o Point of sale equipment
- o Waste handling equipment
- o Special lighting to artwork
- o Loose AV equipment (in separate FF&E Budget)
- o Kitchen equipment (in separate FF&E Budget)
- o Interior signage (in separate FF&E Budget)
- o Exterior signage (in separate FF&E Budget)
- o Black-out drapes to Ballroom (in separate FF&E Budget)
- o Specialty vibration isolation devices
- o Post-occupancy maintenance plan for escalators and elevators
- o Black water treatment system
- o Loose, soft and hard furnishings
- o Murals and works of art
- o Upgrading existing electrical supply to site
- o Upgrading electrical systems in non-renovated sections of the existing building.
- o Upgrading mechanical systems in non-renovated sections of the existing building.
- o Work outside site boundaries unless noted otherwise
- o Commissioning
- o Statutory Authorities' charges, contributions (and compliance orders)
- o Permits
- o Owner's Contingency
- o Land and legal costs
- o A/E and other professional fees

Documents

Expansion Estimating Update "Revised 10.28.2011" and clarifying information received from Fentress Architects through November 22, 2011.

San Diego Convention Center
Final Concept Construction Cost Estimate

Elements Summary

Rates Current At November 2011

Gross Floor Area (Enclosed Area): 927,850 SF

		Percentage	Cost/SF	Total Cost
A0010	Project Metrics			
A1010	Standard Foundations	1.5%	\$7	\$6,951,379
A1020	Special Foundations	1.5%	\$7	\$6,857,600
A1030	Slab on Grade	1.9%	\$9	\$8,588,583
B1010	Floor Construction	11.5%	\$57	\$52,998,173
B1020	Roof Construction	7.6%	\$38	\$34,979,154
B2010	Exterior Walls	1.2%	\$6	\$5,457,804
B2020	Exterior Windows	5.0%	\$25	\$23,033,468
B2030	Exterior Doors	0.2%	\$1	\$1,143,007
B3010	Roof Coverings	0.5%	\$3	\$2,401,332
B3020	Roof Openings	0.1%	\$1	\$600,000
C1010	Partitions	3.0%	\$15	\$13,687,793
C1029	Interior Doors	0.2%	\$1	\$799,000
C1030	Fittings	0.7%	\$3	\$3,007,822
C2010	Stair Construction	0.4%	\$2	\$1,945,500
C2020	Stair Finishes	0.0%	\$0	\$165,112
C3010	Wall Finishes	0.8%	\$4	\$3,810,095
C3020	Floor Finishes	0.9%	\$4	\$3,914,707
C3030	Ceiling Finishes	1.3%	\$6	\$5,856,506
D1010	Elevators & Lifts	0.6%	\$3	\$2,940,000
D1020	Escalators & Movings Walks	0.8%	\$4	\$3,460,000
D2010	Plumbing Fixtures	0.2%	\$1	\$695,888
D2020	Domestic Water Distribution	0.2%	\$1	\$1,113,420
D2030	Sanitary Waste	0.4%	\$2	\$1,855,700
D2040	Rain Water Drainage	0.5%	\$2	\$2,134,055
D2090	Other Plumbing Systems	0.5%	\$3	\$2,438,383
D3020	Heat Generating Systems	0.6%	\$3	\$2,712,125
D3030	Cooling Generating Systems	0.7%	\$3	\$3,073,775
D3040	Distribution Systems	3.4%	\$17	\$15,486,350
D3060	Controls & Instrumentations	0.8%	\$4	\$3,711,400
D3070	Systems Testing & Balancing	0.1%	\$0	\$278,355
D4010	Sprinklers	0.7%	\$3	\$3,015,513
D4020	Standpipes	0.2%	\$1	\$695,888
D4030	Fire Protection Specialties	0.0%	\$0	\$185,570
D5010	Electrical Service & Distribution	1.4%	\$7	\$6,494,950
D5020	Lighting and Branch Wiring	2.0%	\$10	\$9,278,500
D5030	Communications & Security	0.9%	\$4	\$4,128,933
D5090	Other Electrical Systems	0.9%	\$4	\$4,096,970
E1010	Commercial Equipment			
F1020	Integrated Construction	1.9%	\$10	\$8,846,250
F1030	Special Construction Systems			
F2010	Building Elements Demolition	3.2%	\$16	\$14,739,602

San Diego Convention Center
Final Concept Construction Cost Estimate

Elements Summary

Rates Current At November 2011

Gross Floor Area (Enclosed Area): 927,850 SF

		Percentage	Cost/SF	Total Cost
F2020	Hazardous Components Abatement			
G1010	Site Clearing	0.4%	\$2	\$1,752,169
G1040	Hazardous Waste Remediation	0.0%	\$0	\$100,000
G2010	Roadways	0.2%	\$1	\$1,026,751
G2040	Site Development	1.9%	\$9	\$8,760,000
G2050	Landscaping	1.1%	\$5	\$5,061,240
G2060	'Green Roof'	2.7%	\$13	\$12,166,783
Estimated Net Cost			\$319	\$296,445,605
 Margins & Adjustments (Revised Per City of San Diego 08/09/2012)				
•	General Requirements (incl. Hoisting/Security/Cleaning)	1.1%		\$ 5,000,000
•	General Conditions	TBD		TBD
•	Sub-contractor Default Insurance (Sub-guard)	0.9%		\$ 4,000,000
•	Insurances and Bonds	1.7%		\$ 8,000,000
•	Overhead and Profit (O&P) (CM@Risk procurement)	TBD		TBD
•	Design Development Contingency	7.2%		\$33,000,000
•	Construction Contingency (Balance returned to City)	3.3% (NTE 4%)		\$15,000,000
•	Escalation to mid-point of construction (May 2015)	12.0%		\$55,000,000
•	Special Inspections	0.4%		\$2,000,000
•	Allowance for Phase Construction Premium	1.7%		\$8,000,000
•	Allowance for Other Costs, Off-Site Construction, Commissioning, LEED Premium, Temporary Construction, CMAR Fee, General Conditions and O&P	7.1%		\$32,554,395
Grand Total			\$495	\$459,000,000

San Diego Convention Center
Final Concept Construction Cost Estimate

Elements/Item

Rates Current At November 2011

Gross Floor Area (Enclosed Area): 927,850 SF

		Unit	Qty	Rate	Total Cost
A1010	Standard Foundations				
241	Dewatering	Item			\$300,000
56	Excavate for pile cap	CY	7,208	\$20.00	\$144,160
179	Excavate for continuous pile cap footing (along gridlines S5 and S7)	CY	5,494	\$20.00	\$109,880
198	Excavate for tie beam	CY	824	\$15.00	\$12,360
182	Excavate for pad footing	CY	1,778	\$20.00	\$35,560
180	Excavate for shear wall footing	CY	2,160	\$15.00	\$32,400
8	Excavate for truck dock retaining wall footing	CY	1,372	\$15.00	\$20,580
192	Excavate for cut-off wall at building perimeter	CY	2,715	\$15.00	\$40,725
183	Fill existing truck dock area after slab removal (slab removal measured separately)	CY	10,237	\$12.00	\$122,844
57	Concrete pile cap 6' deep	CY	7,208	\$260.00	\$1,874,080
55	Continuous footing as pile cap 6' deep (along gridlines S5 and S7)	CY	2,747	\$310.00	\$851,570
199	Concrete tie beam	CY	824	\$350.00	\$288,400
181	Concrete pad footing	CY	1,778	\$350.00	\$622,300
58	Concrete strip footing for new shear walls	CY	2,160	\$310.00	\$669,600
185	Concrete strip footing for truck dock retaining wall	CY	1,372	\$310.00	\$425,320
191	Concrete strip footing for cut-off wall at building perimeter	CY	2,715	\$350.00	\$950,250
186	8" Thick concrete retaining wall at truck dock	SF	10,030	\$45.00	\$451,350
Standard Foundations Total				\$7/SF	\$6,951,379
A1020	Special Foundations				
54	14" Square precast concrete driven piles, 27' maximum length	No	3,604	\$1,600.00	\$5,766,400
5	18" Auger displacement piles, 27' maximum length (along gridlines S5 and S7 at 4' 2" spacing)	No	496	\$2,200.00	\$1,091,200
Special Foundations Total				\$7/SF	\$6,857,600
A1030	Slab on Grade				
6	8" Thick reinforced concrete slab-on-grade over ABC including control joints and vapor barrier	SF	264,238	\$14.00	\$3,699,332
184	10" Thick reinforced concrete slab-on-grade over ABC including control joints and vapor barrier	SF	220,150	\$16.50	\$3,632,475
7	Pits, connecting dowels, etc to slab-on-grade	SF	484,388	\$2.00	\$968,776
168	Premium on slab-on-grade for forming elevator and escalator pits	No	24	\$12,000.00	\$288,000
Slab on Grade Total				\$9/SF	\$8,588,583
Page Total					\$22,397,562

San Diego Convention Center
Final Concept Construction Cost Estimate

Elements/Item

Rates Current At November 2011

Gross Floor Area (Enclosed Area): 927,850 SF

		Unit	Qty	Rate	Total Cost
B1010	Floor Construction				
9	Structural steel columns, beams and floor framing including connections (Mezzanine Level)	t	2,640.25	\$3,200.00	\$8,448,800
291	Structural steel columns, beams and floor framing including connections (Upper Level including Mechanical Mezzanine)	t	6,231.64	\$3,200.00	\$19,941,248
200	New structural steel truss along Grid S5 - installed in sections (1,300lbs per LF)	t	650.00	\$5,000.00	\$3,250,000
201	New structural steel truss along Grid S6 - installed in sections (1,100lbs per LF)	t	550.00	\$5,000.00	\$2,750,000
202	New structural steel truss along Grid S7 - installed in sections (700lbs per LF)	t	350.00	\$5,000.00	\$1,750,000
203	New structural steel trusses between Grids S5 and S7 (1,000lbs per LF)	t	360.00	\$5,000.00	\$1,800,000
204	New structural steel truss along Grid E9 - installed in sections (not required per Martin & Martin)	t		\$5,000.00	
296	Reinforce existing beam / top chord of new truss (not required per Martin & Martin)	t		\$6,000.00	
295	Coverplate existing columns which remain along Grid S5 (12 No.)	t	110.40	\$6,000.00	\$662,400
297	Modifications to the existing columns and trusses at 'East End Infill' (Grid E-14 & E-16 / Y-1)	t	86.25	\$6,000.00	\$517,500
10	3" Thick x 18 gauge metal floor deck (Mezzanine Level including Mezzanine Terrace and Mezzanine Courtyard)	SF	181,625	\$3.50	\$635,688
293	3" Thick x 18 gauge metal floor deck (Upper Level excluding Renovated Areas)	SF	246,791	\$3.50	\$863,769
11	4-1/2" Thick reinforced concrete topping (total thickness 7-1/2") over metal deck for floor slab (measured elsewhere)	SF	443,462	\$5.00	\$2,217,310
240	Fire proofing primary steel frame	SF	443,462	\$3.50	\$1,552,117
12	Concrete to columns	CY	390	\$780.00	\$304,200
187	3' Thick concrete shear walls and floor diaphragms	SF	105,360	\$65.00	\$6,848,400
13	Reinforced concrete walls (various thicknesses)	SF	9,279	\$32.00	\$296,928
129	Allowance for firestopping	SF	927,850	\$0.25	\$231,963
14	Allowance for miscellaneous slabs, concrete curbs, etc	SF	927,850	\$1.00	\$927,850
Floor Construction Total				\$57/SF	\$52,998,173
B1020	Roof Construction				
15	Structural steel roof framing including connections (Mechanical Mezzanine msd. under Floor Construction)	t	9,657.62	\$3,200.00	\$30,904,384
299	Additional structural steel roof framing (mechanical platform framing @ 12lbs/SF)	t	227.70	\$3,200.00	\$728,640
Page Total					\$84,631,197

San Diego Convention Center
Final Concept Construction Cost Estimate

Elements/Item

Rates Current At November 2011

Gross Floor Area (Enclosed Area): 927,850 SF

		Unit	Qty	Rate	Total Cost
B1020	Roof Construction (cont)				
300	Additional structural steel roof framing including connections (at green roof area #18 on "Roof Top Park Spaces" drawing, 40lbs/SF plus connections)	t	1,596.06	\$3,200.00	\$5,107,392
262	Fire proofing primary steel frame	SF	152,314	\$3.50	\$533,099
307	1-1/2" x 16 gauge metal roof deck for roof slab (at membrane roof)	SF	34,500	\$2.50	\$86,250
128	3" x 18 gauge metal roof deck for roof slab	SF	416,434	\$3.50	\$1,457,519
127	4-1/2" Reinforced concrete topping (total thickness 7 -1/2") over metal deck for roof slab (measured elsewhere)	SF	450,934	\$5.00	\$2,254,670
348	REDUCTION in roof steel tonnage (per Martin & Martin / Fentress)	t	-544.00	\$3,200.00	\$-1,740,800
349	REDUCTION in roof steel tonnage for NE corner reduction (per Martin & Martin / Fentress)	t	-525.00	\$3,200.00	\$-1,680,000
350	REDUCTION in roof steel tonnage for Ballroom Truss reduction (per Martin & Martin / Fentress)	t	-595.00	\$3,200.00	\$-1,904,000
351	REDUCTION in roof steel tonnage for longitudinal truss reduction (per Martin & Martin / Fentress)	t	-240.00	\$3,200.00	\$-768,000
Roof Construction Total				\$38/SF	\$34,979,154
B2010	Exterior Walls				
37	Exterior soffits to terraces	SF	7,578	\$50.00	\$378,900
130	Allowance for sealants and caulking	SF	61,213	\$0.50	\$30,607
308	Exposed concrete walls	SF	47,544	\$45.00	\$2,139,480
315	Exposed concrete walls at terrace balconies	SF	3,668	\$45.00	\$165,060
312	Metal louvers	SF	4,241	\$55.00	\$233,255
316	Exterior walls to roof top washrooms & elevators	SF	5,760	\$45.00	\$259,200
317	Secondary structural steel to exterior walls (allow 3lbs/sf)	t	97.71	\$3,200.00	\$312,672
318	Steel stud framing, densglass sheathing, VB, insulation, & drywall	SF	65,136	\$25.00	\$1,628,400
336	Cantilevered glass & steel canopy to match existing	SF	2,430	\$55.00	\$133,650
346	Parapet wall additional height to screen existing mech equipment at exiting roof	SF	3,924	\$45.00	\$176,580
Exterior Walls Total				\$6/SF	\$5,457,804
B2020	Exterior Windows				
209	Window cleaning davits	Item			\$100,000
310	High end curtain wall (rate reduced from \$200/sf to \$160/sf per Fentress)	SF	51,104	\$160.00	\$8,176,640
311	Standard curtain wall	SF	111,653	\$100.00	\$11,165,300
313	Operable glass walls at terraces	SF	4,421	\$150.00	\$663,150
Page Total					\$23,801,632

San Diego Convention Center
Final Concept Construction Cost Estimate

Elements/Item

Rates Current At November 2011

Gross Floor Area (Enclosed Area): 927,850 SF

		Unit	Qty	Rate	Total Cost
B2020	Exterior Windows (cont)				
314	Glass walls to elevator enclosures	SF	5,191	\$150.00	\$778,650
319	Secondary structural steel to curtain walls (allow 8lbs/sf)	t	671.79	\$3,200.00	\$2,149,728
Exterior Windows Total				\$25/SF	\$23,033,468
B2030	Exterior Doors				
39	Exterior doors	No	96	\$2,400.00	\$230,400
41	Exterior glazed doors (quantity reduced from 124 to 84 per Fentress)	No	84	\$8,000.00	\$672,000
40	Exterior coiling doors	No	28	\$7,500.00	\$210,000
64	Miscellaneous items (gates, etc)	SF	61,213	\$0.50	\$30,607
Exterior Doors Total				\$1/SF	\$1,143,007
B3010	Roof Coverings				
327	Single ply TPO roofing at parapets approx 2' high	SF	15,970	\$4.50	\$71,865
328	Reglet and counter flashing	LF	7,985	\$12.00	\$95,820
206	Single ply TPO white roof membrane on R-40 foam insulation and protection board below landscaped areas	SF	338,848	\$6.00	\$2,033,088
251	Single ply TPO white roof membrane on R-40 foam insulation at roof top structures	SF	2,905	\$6.25	\$18,157
17	Roof access hatches	Item			\$15,000
326	Single ply TPO white roof membrane on R-40 foam insulation and protection board at balconies	SF	7,578	\$6.00	\$45,468
321	Glass roof to elevators	SF	275	\$150.00	\$41,250
323	Make good existing roofing at new skylights and parapets	LF	1,502	\$20.00	\$30,040
340	Single ply TPO white roof membrane on R-40 foam insulation with colored rock ballest	SF	8,103	\$6.25	\$50,644
Roof Coverings Total				\$3/SF	\$2,401,332
B3020	Roof Openings				
195	Barrel vault skylights to match existing (unit price reduced from \$250/sf to \$100/sf per Fentress)	SF	6,000	\$100.00	\$600,000
322	Skylights cut into existing roof (deleted per Fentress)	SF		\$150.00	
324	Curbs for new skylights (deleted per Fentress)	LF		\$35.00	
Roof Openings Total				\$1/SF	\$600,000
C1010	Partitions				
42	Interior walls	SF	615,734	\$14.50	\$8,928,143
43	Operable partitions including tracks and support structure	SF	72,610	\$65.00	\$4,719,650
Page Total					\$19,941,860

San Diego Convention Center
Final Concept Construction Cost Estimate

Elements/Item

Rates Current At November 2011

Gross Floor Area (Enclosed Area): 927,850 SF

		Unit	Qty	Rate	Total Cost
C1010	Partitions (cont)				
211	Additional track for operable partitions	LF	800	\$50.00	\$40,000
Partitions Total				\$15/SF	\$13,687,793
C1029	Interior Doors				
44	Interior doors	No	344	\$2,000.00	\$688,000
46	Interior glazed doors	No	10	\$5,000.00	\$50,000
45	Interior coiling doors	No	10	\$6,100.00	\$61,000
Interior Doors Total				\$1/SF	\$799,000
C1030	Fittings				
73	Toilet partitions	No	276	\$1,400.00	\$386,400
178	Urinal screens	No	118	\$600.00	\$70,800
74	Toilet accessories including soap dispensers	No	464	\$110.00	\$51,040
76	Lavatory counter tops	LF	669	\$250.00	\$167,250
145	Information booth / desk	No	1	\$50,000.00	\$50,000
67	Architectural woodwork including counters, base cabinets, wall cabinets and counter tops	Item			\$350,000
69	Dock levelers, bumpers, seals	No	53	\$3,000.00	\$159,000
196	Handrails and balustrades (internal)	LF	1,445	\$200.00	\$289,000
65	Handrails and balustrades (external)	LF	2,154	\$200.00	\$430,800
345	Chair rail allowance	LF	3,969	\$3.50	\$13,892
70	Flagpoles	No	3	\$4,500.00	\$13,500
66	Miscellaneous metals (corner guards, bollards, grate covers, etc)	SF	927,850	\$0.40	\$371,140
144	Reader boards (exterior signage)	Item			\$200,000
68	Interior signage (included in separate FF&E budget)	SF	927,850		Excl.
77	Exterior signage (included in separate FF&E budget)	Item			Excl.
71	Light racks, miscellaneous supports, acoustic and standard internal louvers	Item			\$325,000
72	Wood blocking and backings	Item			\$130,000
208	Black-out drapes to Ballroom (included in separate FF&E budget)	SF	12,000		Excl.
Fittings Total				\$3/SF	\$3,007,822
C2010	Stair Construction				
47	Stairs	FT/R	426	\$1,750.00	\$745,500
216	Grand stairs average 100' wide	FT/R	80	\$15,000.00	\$1,200,000
Stair Construction Total				\$2/SF	\$1,945,500
C2020	Stair Finishes				
48	Stair finishes	FT/R	426	\$12.00	\$5,112
Page Total					\$5,757,434

San Diego Convention Center
Final Concept Construction Cost Estimate

Elements/Item

Rates Current At November 2011

Gross Floor Area (Enclosed Area): 927,850 SF

		Unit	Qty	Rate	Total Cost
C2020	Stair Finishes (cont)				
217	Grand stair treatments and finishes	FT/R	80	\$2,000.00	\$160,000
Stair Finishes Total				\$0/SF	\$165,112
C3010	Wall Finishes				
78	Ceramic wall tiling	SF	70,318	\$12.00	\$843,816
255	Wood wainscoting	SF	15,191	\$25.00	\$379,775
343	Stainless steel wainscoting	SF	3,350	\$22.00	\$73,700
344	Natural stone wainscot	SF	2,190	\$16.50	\$36,135
256	Acoustic wall panels	SF	11,600	\$9.00	\$104,400
338	Metal wall panel (allowance)	SF	11,821	\$25.00	\$295,525
337	Epoxy paint wall finish	SF	47,721	\$2.00	\$95,442
81	Wall covering	SF	79,260	\$4.00	\$317,040
80	Paint to walls	SF	1,099,305	\$1.50	\$1,648,958
341	FRP panels	SF	3,826	\$4.00	\$15,304
Wall Finishes Total				\$4/SF	\$3,810,095
C3020	Floor Finishes				
88	Carpet	SY	22,834	\$65.00	\$1,484,210
330	Utility carpet	SY	792	\$45.00	\$35,640
329	Carpet tile	SF	5,181	\$5.00	\$25,905
82	Sealer to concrete	SF	423,899	\$1.25	\$529,874
83	Concrete hardener - masterplate	SF	220,150	\$2.00	\$440,300
86	Epoxy flooring	SF	18,896	\$5.00	\$94,480
242	Sheet vinyl	SF	7,128	\$4.50	\$32,076
331	Resilient tile flooring	SF	8,730	\$3.50	\$30,555
259	PEM Safety flooring	SF	4,350	\$7.50	\$32,625
332	Porcelain tile flooring	SF	26,190	\$11.50	\$301,185
84	Ceramic tile flooring	SF	700	\$12.00	\$8,400
85	EXTRA OVER FOR premium floor tiles	SF	26,890	\$3.00	\$80,670
248	Limestone or concrete pavers to exterior terraces and courtyards	SF	48,161	\$15.00	\$722,415
334	Resilient base	LF	10,747	\$2.00	\$21,494
335	Wood base	LF	2,924	\$15.00	\$43,860
333	Tile base	LF	2,386	\$13.00	\$31,018
Floor Finishes Total				\$4/SF	\$3,914,707
C3030	Ceiling Finishes				
92	Paint exposed structure and deck	SF	283,432	\$1.30	\$368,462
90	K-13 Sprayed acoustic insulation 2" thick (Exhibition Halls)	SF	220,150	\$3.50	\$770,525
91	Suspended ceilings mix (ACT and GWB)	SF	210,834	\$7.50	\$1,581,255
253	Drywall ceiling to restrooms	SF	26,890	\$9.00	\$242,010
Page Total					\$10,687,054

San Diego Convention Center
Final Concept Construction Cost Estimate

Elements/Item

Rates Current At November 2011

Gross Floor Area (Enclosed Area): 927,850 SF

		Unit	Qty	Rate	Total Cost
C3030	Ceiling Finishes (cont)				
257	Paint drywall ceiling and bulkheads	SF	87,358	\$1.10	\$96,094
93	Allowance for special ceiling systems	SF	186,544	\$15.00	\$2,798,160
Ceiling Finishes Total				\$6/SF	\$5,856,506
D1010	Elevators & Lifts				
94	Passenger elevator (24' travel)	No	5	120,000.00	\$600,000
151	Passenger elevator (45' travel)	No	4	130,000.00	\$520,000
177	Passenger elevator (80' travel)	No	6	140,000.00	\$840,000
95	Premium cab finish to passenger elevator	No	15	30,000.00	\$450,000
214	5,000 lb Freight elevator (80' travel)	No	1	145,000.00	\$145,000
213	10,000 lb Freight elevator (80' travel)	No	1	175,000.00	\$175,000
96	20,000 lb Freight elevator (80' travel)	No	1	210,000.00	\$210,000
98	Two year maintenance plan for elevators and escalators	Item			Excl.
Elevators & Lifts Total				\$3/SF	\$2,940,000
D1020	Escalators & Movings Walks				
97	Escalator (Ground Level to Mezzanine)	No	8	200,000.00	\$1,600,000
152	Escalator (Mezzanine to Upper Level)	No	1	175,000.00	\$1,400,000
153	Escalator (Upper level to roof)	No	2	230,000.00	\$460,000
Escalators & Movings Walks Total				\$4/SF	\$3,460,000
D2010	Plumbing Fixtures				
99	Plumbing fixtures	SF	927,850	\$0.75	\$695,888
Plumbing Fixtures Total				\$1/SF	\$695,888
D2020	Domestic Water Distribution				
100	Piping and domestic hot water	SF	927,850	\$1.20	\$1,113,420
Domestic Water Distribution Total				\$1/SF	\$1,113,420
D2030	Sanitary Waste				
102	Sanitary	SF	927,850	\$2.00	\$1,855,700
Sanitary Waste Total				\$2/SF	\$1,855,700
D2040	Rain Water Drainage				
103	Rainwater drains, piping, gutters, downspouts, etc	SF	927,850	\$1.50	\$1,391,775
101	Storm piping	SF	927,850	\$0.80	\$742,280
Rain Water Drainage Total				\$2/SF	\$2,134,055
D2090	Other Plumbing Systems				
105	Gas	SF	927,850	\$0.40	\$371,140
Page Total					\$15,368,363

San Diego Convention Center
Final Concept Construction Cost Estimate

Elements/Item

Rates Current At November 2011

Gross Floor Area (Enclosed Area): 927,850 SF

		Unit	Qty	Rate	Total Cost
D2090	Other Plumbing Systems (cont)				
104	Kitchen	SF	8,528	\$10.00	\$85,280
245	Allowance for ground water collection, blending, pumping and distribution system	Item			\$1,750,000
247	Allowance for blackwater treatment system (deleted per Fentress)	Item			
106	Coring / firestopping / tests / permits	SF	927,850	\$0.25	\$231,963
Other Plumbing Systems Total				\$3/SF	\$2,438,383
D3020	Heat Generating Systems				
223	8 MBH Boiler	No	2	185,000.00	\$370,000
224	400 GPM Hot water pump	No	3	\$7,500.00	\$22,500
243	Piping for heating distribution	SF	927,850	\$2.50	\$2,319,625
Heat Generating Systems Total				\$3/SF	\$2,712,125
D3030	Cooling Generating Systems				
220	Cooling towers	t	2,800.00	\$125.00	\$350,000
218	400 Ton electric centrifugal chiller	No	1	200,000.00	\$200,000
219	1,200 Ton electric centrifugal chiller	No	2	480,000.00	\$960,000
221	1,400 GPM Chilled water pump	No	4	\$18,000.00	\$72,000
222	2,800 GPM Chilled water pump	No	4	\$25,000.00	\$100,000
111	Piping for chillers, condensers and towers	SF	927,850	\$1.50	\$1,391,775
Cooling Generating Systems Total				\$3/SF	\$3,073,775
D3040	Distribution Systems				
226	AHU - 26,500 CFM	No	6	\$150,000.00	\$1,200,000
225	AHU - 28,000 CFM	No	6	160,000.00	\$960,000
228	AHU - 30,000 CFM	No	6	170,000.00	\$1,020,000
112	AHU - 36,000 CFM	No	14	200,000.00	\$2,800,000
227	AHU - 40,000 CFM	No	1	230,000.00	\$2,300,000
113	Ductwork	SF	927,850	\$10.00	\$9,278,500
114	Exhausts and vents	SF	927,850	\$1.00	\$927,850
352	REDUCTION in \$/cfm (per Syska & Hennessy, should be considered a pricing risk)	Item			\$-3,000,000
Distribution Systems Total				\$17/SF	\$15,486,350
D3060	Controls & Instrumentations				
115	DDC controls	SF	927,850	\$4.00	\$3,711,400
Controls & Instrumentations Total				\$4/SF	\$3,711,400
Page Total					\$26,965,613

San Diego Convention Center
Final Concept Construction Cost Estimate

Elements/Item

Rates Current At November 2011

Gross Floor Area (Enclosed Area): 927,850 SF

		Unit	Qty	Rate	Total Cost
D3070	Systems Testing & Balancing				
117	Coring / firestopping / tests / permits	SF	927,850	\$0.30	\$278,355
Systems Testing & Balancing Total				\$0/SF	\$278,355
D4010	Sprinklers				
107	Sprinklers / gas extinguishing	SF	927,850	\$3.25	\$3,015,513
Sprinklers Total				\$3/SF	\$3,015,513
D4020	Standpipes				
108	Standpipes and extinguishers	SF	927,850	\$0.75	\$695,888
Standpipes Total				\$1/SF	\$695,888
D4030	Fire Protection Specialties				
109	Coring / firestopping / tests / permits	SF	927,850	\$0.20	\$185,570
Fire Protection Specialties Total				\$0/SF	\$185,570
D5010	Electrical Service & Distribution				
119	Power	SF	927,850	\$7.00	\$6,494,950
Electrical Service & Distribution Total				\$7/SF	\$6,494,950
D5020	Lighting and Branch Wiring				
118	Lighting, controls and dimming (rate reduced from \$15.00 / sf to \$10.00 / sf per Syska & Hennessey, should be considered a pricing risk)	SF	927,850	\$10.00	\$9,278,500
Lighting and Branch Wiring Total				\$10/SF	\$9,278,500
D5030	Communications & Security				
122	Fire alarm (rate reduced from \$1.00/sf to \$0.50/sf by Syska & Hennessy and should be considered as a risk item)	SF	927,850	\$0.50	\$463,925
125	Security	SF	927,850	\$1.00	\$927,850
124	Telecom, data, TV and AV	SF	927,850	\$2.50	\$2,319,625
123	Public address (rate reduced from \$0.60/sf to \$0.30/sf by Syska & Hennessy)	SF	927,850	\$0.30	\$278,355
126	Coring / firestopping / tests / permits	SF	927,850	\$0.15	\$139,178
Communications & Security Total				\$4/SF	\$4,128,933
D5090	Other Electrical Systems				
229	400KW Emergency generator	No		\$200,000.00	\$200,000
140	Special electrical systems including AV, computer system, RF system, AV Lan and paging	SF	927,850	\$4.00	\$3,711,400
Page Total					\$27,989,109

San Diego Convention Center
Final Concept Construction Cost Estimate

Elements/Item

Rates Current At November 2011

Gross Floor Area (Enclosed Area): 927,850 SF

		Unit	Qty	Rate	Total Cost
D5090	Other Electrical Systems (cont)				
121	Coring / firestopping / tests / permits	SF	927,850	\$0.20	\$185,570
Other Electrical Systems Total				\$4/SF	\$4,096,970
E1010	Commercial Equipment				
193	Kitchen equipment (included in separate FF&E budget)	Item			Excl.
Commercial Equipment Total					
F1020	Integrated Construction				
147	Work at connection between existing building and new building or renovated area	LF	5,384	\$500.00	\$2,692,000
169	Allowance for temporary work	SF	927,850	\$5.00	\$4,639,250
146	GC's work in connection with HVAC systems	Item			\$1,500,000
264	Removal of diesel underground fuel storage tank	Item			\$15,000
Integrated Construction Total				\$10/SF	\$8,846,250
F1030	Special Construction Systems				
141	Enhancements to achieve LEED Silver certification (assumed to be entirely met by adhering to California Title 24 requirements)	Item			Incl.
Special Construction Systems Total					
F2010	Building Elements Demolition				
212	Temporary propping of existing meeting rooms	SF	127,460	\$55.00	\$7,010,300
59	Demolish existing slab on grade and footings at existing ground level	SF	151,302	\$25.00	\$3,782,550
154	Demolish existing truck dock slab and apron	SF	61,422	\$8.00	\$491,376
155	Demolish existing building mid-level	SF	212,724	\$15.00	\$3,190,860
49	Demolish existing building upper level	SF	44,086	\$6.00	\$264,516
Building Elements Demolition Total				\$16/SF	\$14,739,602
F2020	Hazardous Components Abatement				
149	Hazardous components abatement	Item			Excl.
Hazardous Components Abatement Total					
G1010	Site Clearing				
197	Clear site, demolish landscaping and features	Acre	14.2	\$10,000.00	\$142,000
303	Remove existing AC paving from roadways	SF	152,550	\$0.50	\$76,275
304	Remove existing concrete curb & gutter	LF	4,500	\$3.00	\$13,500
306	Site grading	SF	760,197	\$2.00	\$1,520,394
Site Clearing Total				\$2/SF	\$1,752,169
Page Total					\$25,338,021

San Diego Convention Center
Final Concept Construction Cost Estimate

Elements/Item

Rates Current At November 2011

Gross Floor Area (Enclosed Area): 927,850 SF

		Unit	Qty	Rate	Total Cost
G1040	Hazardous Waste Remediation				
261	Allowance for handling contaminated soil	Item			\$100,000
Hazardous Waste Remediation Total				\$0/SF	\$100,000
G2010	Roadways				
286	Convention center way roadway (asphalt per Fentress)	SF	37,420	\$5.50	\$205,810
287	Park Blvd roadway improvements AC paving	SF	48,450	\$4.50	\$218,025
288	Park Blvd roadway upgraded finish	SF	33,568	\$13.50	\$453,168
301	Convention Center curbs CIP concrete with integral color & sand blast finish	LF	2,885	\$30.00	\$86,550
302	Park Blvd curbs CIP concrete	LF	3,511	\$18.00	\$63,198
Roadways Total				\$1/SF	\$1,026,751
G2040	Site Development				
239	Relocate existing utilities	Item			\$7,000,000
260	Relocate 15" sewer line in E. Harbor Drive	LF	1,200	\$300.00	\$360,000
142	Allowance for water supply, stormwater and sewer work	Item			\$500,000
143	Allowance for roof-top and site electrical and lighting (allowance set by Syska & Hennessy)	Item			\$400,000
254	Pump station	Item			\$500,000
Site Development Total				\$9/SF	\$8,760,000
G2050	Landscaping				
347	Limestone paving on adjustable pedestool system at balconies	SF	7,578	\$30.00	\$227,340
285	Promenade paving, high quality CIP concrete to match existing (rate increased from \$8.00/sf to \$12.40/sf per Fentress)	SF	61,011	\$12.40	\$756,537
289	Park Blvd landscaping	SF	72,221	\$25.00	\$1,805,525
290	Park Blvd plaza & walkways	SF	30,704	\$15.00	\$460,560
325	Feature wall to courtyard - water and/or vertical garden	SF	4,800	\$100.00	\$480,000
339	Courtyard at feature walls	SF	9,840	\$50.00	\$492,000
342	Finish to deck, and treads & risers of exterior stair at lower plaza	SF	17,669	\$47.50	\$839,278
Landscaping Total				\$5/SF	\$5,061,240
G2060	'Green Roof'				
265	"The Spine" paved walkway incl special paving & customized light elements	SF	19,770	\$36.50	\$721,605
266	"The Grove Threshold" incl special paving, large trees, site furniture, water & power	SF	18,368	\$47.50	\$872,480
267	"The Pavilion" overhead open air shade structure	SF	4,309	\$100.00	\$430,900
Page Total					\$16,972,976

San Diego Convention Center
Final Concept Construction Cost Estimate

Elements/Item

Rates Current At November 2011

Gross Floor Area (Enclosed Area): 927,850 SF

		Unit	Qty	Rate	Total Cost
G2060	'Green Roof' (cont)				
268	"Coastal Chaparral" sculpted landform with native coastal shrubs & ground covers, & pockets of coastal tree groves	SF	40,632	\$27.50	\$1,117,380
269	"The Great Lawn" sculpted lawn plane (rate reduced from \$22.50 / sf to \$14.50 / sf per Fentress)	SF	41,493	\$14.50	\$601,649
270	"The Plaza" high quality paving with planting, site furniture, water, & lighting & power	SF	21,683	\$70.00	\$1,517,810
271	"The Bluff Gardens" sculpted landform with paving, native coastal shrubs & ground covers, & pockets of coastal tree groves, lighting & site furniture	SF	14,624	\$50.00	\$731,200
272	"Living Room with Overhead Canopy" site furniture, lighting, power, water, covered with a grand scale shade pergola	SF	9,088	\$100.00	\$908,800
273	"The Couch" grand scale bleacher steps constructed from a concrete base with Ipe wood decking, lighting and power	SF	6,060	\$72.50	\$439,350
274	"The Reading Room" turf & perimeter plantings, site furnishings & lighting	SF	8,768	\$32.50	\$284,960
277	"The Mesa" sculpted grass landform with concrete walls and steps	SF	7,024	\$42.50	\$298,520
278	"The Summit Plaza" plaza paving and structured event turf with lighting, power & water	SF	9,529	\$47.50	\$452,628
279	"Water Quality Baffles" stainless steel runnels with specilaized soil mix & reed grasses	SF	11,774	\$82.50	\$971,355
280	"The Weirs" concrete wall elements approx 30" high	LF	1,071	\$190.00	\$203,490
281	"The Spine Plaza" extension of existing spine	SF	16,277	\$36.50	\$594,111
282	"The Lower Plaza" paving with trees in planters, lighting, power & water	SF	17,415	\$47.50	\$827,213
283	"The Ascent" paving 60% planting 40% site furniture, lighting	SF	35,436	\$70.00	\$2,480,520
284	"Green Roof" non accessible planted with 4"-6" herbaceous plants in light weight top soil (area reduced and rate reduced from \$27.50 / sf to \$14 / sf per Fentress)	SF	40,358	\$14.00	\$565,012
353	REDUCTION in area of "roof park" by 44,100 sf at a rate of \$42 / sf (per Fentress. Should be considered a pricing risk until documented)	SF	-44,100	\$42.00	\$-1,852,200
'Green Roof' Total				\$13/SF	\$12,166,783
Total Cost					\$296,445,605

Response to Request for Proposals
City of San Diego - Public Works Department
**Pre-Construction Services for the
San Diego Convention Center
Expansion Phase III Project**
Construction Manager at Risk (CMAR) Contract

BID No.: K-12-5795-CMAR-3-C
SAP No.: S-12022
Client Dept.: 1000
Council Dist.: 2
Project Type: BT

AUGUST 22, 2012, 12:00 PM
PACKAGE 1 OF 1

Submitted by:



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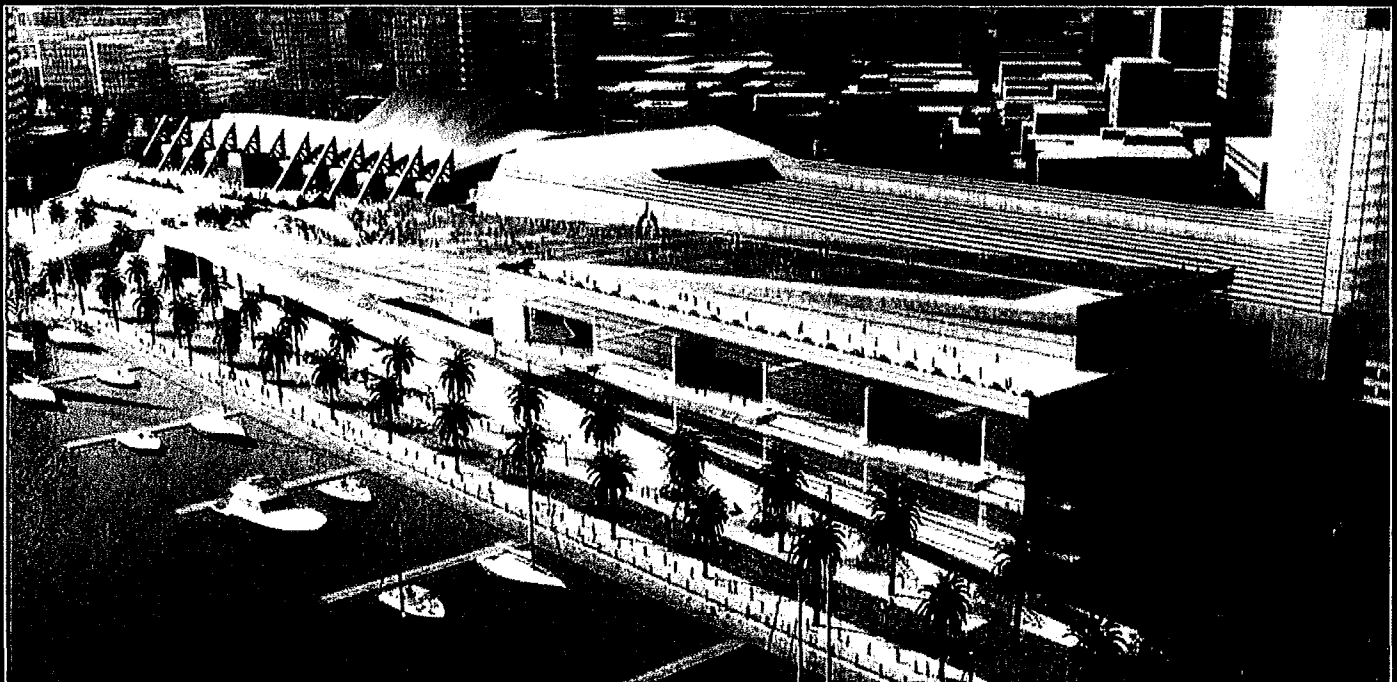


Table of Contents

	PAGE COUNT
Front Cover	Page 1
Table of Contents	Page 2
Tab Pass/Fail Sections 3.3 - 3.5	Page 3
3.3 Cover Letter and Acknowledgement of Addenda	Page 4
3.4 Introductory Statement	Page 5
3.4.2.2 Certification of Authorized Person	Page 6
3.5 Exceptions to the RFQ	Page 7
Tab Executive Summary	Page 8
3.6 Executive Summary	Page 9 - 12
Tab Project Challenges and Issues	Page 13
3.7 Project Challenges and Issues	Page 14 - 21
Tab Cost Estimate Review & Potential Savings	Page 22
3.8 Cost Estimate Review & Potential Savings	Page 23 - 30
Tab Project Approach and Schedule	Page 31
3.9 Project Approach and Schedule	Page 32 - 49
Critical Path Schedule	Page 50 - 53
Tab Organization and Staffing	Page 54
3.10 Organization and Staffing	Page 55 - 64
Tab Proposed Fee and General Conditions	Page 65
3.11 Proposed Fee and General Conditions	Page 66
Separate Sealed Envelope	Page 67 - 70
Tab The Equal Opportunity Information	Page 71
3.12 The Equal Opportunity Information	N/A
Tab Supplemental Information - EOCP Strategic Plan	Page 72
EOCP Strategic Plan	N/A
Back Cover	Page 73



A JOINT VENTURE IN ASSOCIATION WITH SD OFFICE INTERIORS

Clark/Hunt SDCC, a Joint Venture
in Association with SD Office Interiors
1211 La Jolla Village Drive
San Diego, CA 92037
(619) 571-2199

August 22, 2012

City of San Diego
Public Works Department
1200 Third Avenue, Suite 200, MS 56P
San Diego, CA 92101
ATTN: Contract Specialist

RE: RESPONSE TO REQUEST FOR PROPOSAL FOR PRE-CONSTRUCTION SERVICES FOR THE CONVENTION CENTER EXPANSION PHASE III PROJECT CONSTRUCTION MANAGER AT RISK

Dear Contract Specialist:


Clark/Hunt SDCC, a Joint Venture in Association with SD Office Interiors (Clark/Hunt), is pleased to present the enclosed response to the RFP for Preconstruction Services for the San Diego Convention Center Expansion Phase III.

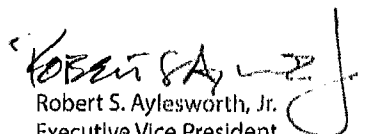
As requested in the RFP, we acknowledge the receipt of Addendum "1" dated August 10, 2012, Addendum "2" dated August 15, 2012, and Addendum "3" dated August 20, 2012.

Our proposal includes details about our project approach and schedule; an overview of our cost estimate review and potential savings; a detailed description of project challenges and issues; an updated organization and staffing plan, and the requested equal opportunity information. Alan J. Petrusek, Clark's Senior Vice President and proposed Officer-in-Charge of the San Diego Convention Center Expansion Project, will act as the key point of contact for our team throughout the procurement phase.

Clark/Hunt is committed to delivering an iconic landmark convention center for the City of San Diego and for the greater San Diego community. We are ready to roll up our sleeves and work with you to deliver your vision. If you require further information, do not hesitate to contact Alan at (619) 571-2019 or by email at Alan.Petrusek@clarkconstruction.com.

Sincerely,
Clark/Hunt SDCC, a Joint Venture in Association with SD Office Interiors


Alan J. Petrusek
Senior Vice President
Clark Construction Group-California, LP
(by Clark Construction Group-California, Inc.,
its general partner)


Robert S. Aylesworth, Jr.
Executive Vice President
Hunt Construction


Vincent Mudd
President and CEO
SD Office Interiors

Introductory Statement: 3.4

3.4.1 The CM shall identify the legal name of the business entity that is responding to the RFP. The CM shall also list the CM's current address, telephone number and the individual to contact concerning the Proposal. The CM shall provide the names of the principal individual owners of the firm.

ENTITY INFORMATION

Legal Name of Business Entity	Clark/Hunt SDCC, a Joint Venture
Address	525 B Street, Suite 250, San Diego, CA 92101
Phone	(619) 587-2650
Contact Person	Alan J. Petrasek
Firm Owners	Clark Construction Group-California, LP and Hunt Construction Group, Inc.

3.4.2.1 Information on all members of the entity shall be provided along with a description of the key terms of the participants' relationship in the entity, including information of shareholder percentages.

Clark/Hunt SDCC, a Joint Venture is comprised of Clark Construction Group - California, LP and Hunt Construction Group, Inc. as shareholders in the joint venture. Joint venture shareholder percentages are as follows:

- Clark Construction Group-California, LP
- Hunt Construction Group, Inc.

COMPANY INFORMATION

Legal Name of Company	Clark Construction Group - California, LP
Address	525 B Street, Suite 250 San Diego, CA 92101
Phone	(619) 587-2650
Contact	Alan J. Petrasek

COMPANY INFORMATION

Legal Name of Company	Hunt Construction Group, Inc.
Address	2020 Main Street, Suite 1170 Irvine, CA 92614
Phone	(949) 862-1100
Contact	Robert S. Aylesworth

Clark and Hunt agree that the Joint Venture will work in association with San Diego Office Interiors Corp (SDOI) and will enter into a Teaming Agreement with SDOI which will define the rights and responsibilities of SDOI for this project.

3.4.2.2 If the CM is a JV or other special purpose company, the CM shall submit with its Proposal a certification signed by authorized officers of each of the parties to the JV. The certification shall name the individual who shall be the authorized agent of the JV or special purpose company who shall sign all documents related to the Project on behalf of the JV or special purpose company, and, if the joint venture or special purpose company is the selected CM, who shall act in all matters relating to and resulting from the PSA and CSA.

See attached certification.

**CLARK/HUNT SDCC, A JOINT VENTURE IN ASSOCIATION WITH
SD OFFICE INTERIORS**

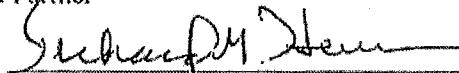
CERTIFICATION OF AUTHORIZED PERSON

Clark Construction Group - California, LP ("Clark") and Hunt Construction Group, Inc. ("Hunt"), the equity members of Clark/Hunt SDCC, a Joint Venture in Association with SD Office Interiors (the "Joint Venture"), the entity submitting a proposal for the Pre-Construction Services for the San Diego Convention Center Expansion Phase III project (the "Project"), hereby certify that Alan J. Petrsek shall be the authorized agent for the Joint Venture and is hereby authorized to sign all documents related to the Project on behalf of the Joint Venture, and to act in all matters relating to and resulting from the Preconstruction Services Agreement and the Construction Services Agreement if the Joint Venture is awarded the Project.

In witness whereof the authorized representatives of each equity member of the Joint Venture have executed this Certification under the seal of their company on this 15th day of August, 2012.

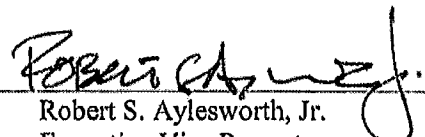
Clark Construction Group - California, LP

By: Clark Construction Group - California, Inc, its
General Partner

 (SEAL)

By: Richard M. Heim
Title: President and CEO

Hunt Construction Group, Inc.

 (SEAL)

By: Robert S. Aylesworth, Jr.
Title: Executive Vice Present

Executive Summary: 3.6

3.6.1 A maximum 4-page overview of the entire Proposal describing the major elements of the Proposal.

The expansion of the San Diego Convention Center (SDCC) represents an exciting and very important opportunity for the City of San Diego. The expansion will not only enable San Diego to retain its current convention center shows such as the blockbuster Comic-Con show each July but also to position itself as the leading West Coast convention center venue attractive to larger, more significant conventions and trade shows. The Phase III Expansion also represents an important architectural addition to the City's waterfront. The iconic and innovative design of the Fentress-led team, with the striking architecture and the impressive five-acre rooftop park, will make this a signature project and a model for other cities. Moreover, the Convention Center Assessment District (CCAD), developed by the City and approved by the hoteliers, represents an innovative approach to financing which will help the City realize the broader potential of the San Diego Convention Center as an engine for business and revenue growth.

Clark/Hunt is excited to partner with the City, its Design Team, the SDCC, the Port of San Diego, the local hoteliers

and the other stakeholders to build this important addition to downtown San Diego. We are pleased to present the enclosed proposal for Preconstruction Services (Stage 1) and Construction-Phase Services (Stage 2).

Proposal Highlights: Why the Clark/Hunt Team?

We believe the Clark/Hunt team is best suited to work with the City of San Diego, its Design Team and its stakeholders for the following key reasons, all of which are discussed in greater detail in our proposal:

1. A Total Focus on Your Operations, Including Major Events Like Comic-Con 2015 and 2016.

Clark/Hunt understands the critical importance of each and every event to the overall revenue of the SDCC. We also realize special importance of primary events, which represent approximately 87% of all SDCC attendance each year and 98% of all associated hotel room nights. The quality of the visitor experience is paramount, both for current conventions and future bookings. Clark/Hunt will bring to the SDCC Phase



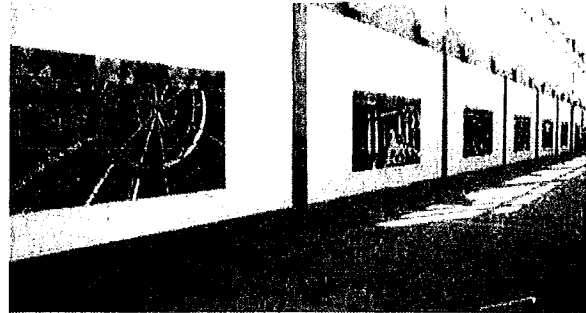
Crowds attend the 2012 Comic-Con International at the San Diego Convention Center (Photo by Kevin Dooley)

III Expansion a total team commitment, a dedicated staff and an operations-focused process to minimize construction impacts to SDCC operations, visitors and the surrounding Community.

Focus on Comic-Con and Other Major Shows: Clark/Hunt also understands the tremendous significance of shows like Comic-con and its 125,000 – 130,000 annual attendees to the San Diego Convention Center and to the City of San Diego. We are committed to exploring the possibility of an early delivery of the Exhibit Hall H expansion for Comic-Con 2015 and full beneficial occupancy of the expansion by May 2016. We hope this enables the City to secure a commitment from Comic-Con International for 2016 and beyond.

Innovative Approaches to Protect Ongoing Operations: Drawing upon our convention center expansion experience and our recent experience completing a \$550 million renovation to the LAX Tom Bradley International Terminal while it remained in full operation with more than 8 million visitors annually, we have outlined in Section 3.9 our plan to separate our construction activities from SDCC operations to ensure the safety and comfort of convention center visitors while enabling our construction crews to work efficiently and safely. Our plan includes attractive temporary and modular partitions to block off the construction and promote the new expansion; noise testing, “noise mock-up” and mitigation measures; dust and pollution control measures; temporary storage and facilities, as well as other tactical plans.

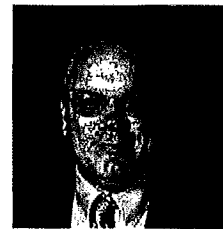
We will implement on the SDCC Phase III Expansion an operations-focused pre-activity analysis and planning process called an **“Operations Impact Mitigation Plan.”** Working with the City and SDCC staff, we will analyze and develop specific plans of action to minimize or eliminate potential impacts to current or upcoming convention center operations.



Attractive partitions will be used to not only separate construction areas but to also to promote the new expansion to convention center guests.

Full-Time Operations Coordination Team: We have incorporated as part of our team a dedicated Site Logistics, Scheduling and SDCC Operations Coordination Team under the leadership of Mr. Brent Leif. Brent is currently serving in that role on the San Jose Convention Center Expansion project. He and his team will focus 100% of their time on working with the City and the SDCC operations, marketing/sales and facilities teams to plan and execute the construction work in a manner that preserves the quality of the visitor/delegate experience. Brent and our General Superintendent, Greg Groleau, have also developed a sequenced construction plan to maintain “back-of-house” and loading dock operations and minimize operational impacts to the SDCC.

OPERATIONS FOCUSED



SDCC Operations Liaison Brent Leif and General Superintendent Greg Groleau will work closely together to plan and execute the work in a manner that does not impact SDCC on-going operations.

2. A San Diego-Based "A-Team" Committed to Exceeding the Small, Local, Emerging and Disadvantaged Business Participation Goals by Targeting % Participation for Preconstruction and for Construction.

With our local office at 525 B Street and our 20-year history of building projects along the San Diego waterfront such as the Manchester Grand Hyatt, San Diego Marriott Hotel and Marina, Petco Park and others, Clark/Hunt with San Diego Office Interiors is committed to the growth of the City of San Diego and its local businesses. We will utilize our local experience, market knowledge and relationships to implement a holistic EOC Strategic Plan that sets the bar higher than any other City of San Diego project. This plan is backed by Clark/Hunt's demonstrated and proven success in exceeding our commitments on past projects.

We have assembled an "A-Team" of local partners and third-party outreach consultants, some of whom were part of the team that helped us achieve 32% small and local business participation on Petco Park.

We are pleased to have as an associate and minority partner in our joint venture **Mr. Vincent Mudd and his firm San Diego Office Interiors (SDOI)**, a San Diego-based small business. In addition to bringing his expertise in facilities construction and sustainability, SDOI will support the Clark/Hunt team's outreach efforts and inclusion of local, small, minority-owned, women-owned and veteran-owned businesses in the SDCC Expansion project. Clark/Hunt is also pleased to have as Outreach Consultants the following key members of the San Diego business community:

- **Abdur-Rahim Hameed**, President and CEO of the Black Contractors Association of San Diego;
- **Jose Mireles**, Association Director of Latino Builders Industry Association; and
- **Wendy Urushima-Conn**, President and CEO,

▪ **The Clark/Hunt team is committed implementing an EOC Strategic Plan that targets participation for the preconstruction phase and participation for the construction phase.**

Asian Business Association.

Together, these leaders will ensure that the Clark/Hunt team is reaching qualified businesses in each of these important segments of the San Diego business community.

3. The Most Relevant Experience and Proven Strategies for Addressing the Key Issues and Challenges of the SDCC Phase III Expansion Project.

In Section 3.7, we have outlined what we see as the most significant risks and challenges on the project, along with our proposed solutions and lessons learned from similar projects. Some of the most critical challenges we have addressed include:

- Maintaining a high-quality convention and visitor experience during construction
- Coordinating construction with event planners and SDCC "back-of-house" operations.
- Maintaining program requirements and design aspirations within established budget parameters.
- Aligning construction with possible incremental phased funding.
- Maintaining project labor relations for the benefit of the project and the City.
- Site mobilization and early site work, including utility relocation and road realignment.
- Site remediation and hazardous materials management .
- Structural steel design, truss bracing and erection.
- Maintenance of traffic (MOT) in and around the SDCC Expansion site.

4. Greatest Certainty of Successful On-Time and Under-Budget Project Delivery.

Clark/Hunt delivered the McCormick Place West Expansion project three months early and right on budget, despite many cost and price escalation situations over the life of the project. The Phoenix Convention Center Expansion, the Pasadena Convention Center Expansion and the Boston Convention Center were all delivered early, having met or exceeded goals for budget, safety, quality and small business inclusion. In 2011 alone, Clark delivered more than \$4 billion in

high-profile, critical projects for the federal government on, or ahead, of schedule and on, or under budget, including the \$725 million San Antonio Military Medical Center which was completed with Hunt. As outlined in Sections 3.8 and 3.9, **we are committed to helping the City of San Diego deliver this expansion within its budget and by May 2016, possibly with some phases of the project delivered early.** Our team represents the greatest certainty of success for the City of San Diego and its stakeholders.

3.6.2 The Executive Summary shall include whether or not the CM's Proposal contains proprietary information that would be exempt from public disclosure pursuant to California Public Records Act, and if so, identify the information and explain why it is exempt. By submitting a Proposal, the CM is assuming responsibility for defending any litigation seeking disclosure of the information, and defending and holding the City harmless from any such litigation.

This proposal as prepared by the Clark/Hunt Joint Venture contains information that falls into one or more of the exemptions set forth in the California Public Records Act, and both members of the Clark/Hunt joint venture assert a privilege of nondisclosure. In its entirety, this RFP response contains: (1) information of a confidential and proprietary nature, including commercial and financial information, and trade secrets, including unique plans, methods, and procedures for completion of the work, generated and known by only certain key individuals within this organization; and (2) personnel information. The release of this information would provide an unfair competitive advantage to competitors and cause substantial harm to this organization, would violate the privacy interests

of key individuals within this organization, and impair the government's ability to obtain qualified proposals in the future. This notice is prepared in accordance with: 58 Ops. Cal. Atty. Gen. 371; Cal. Gov. Code §§ 6250 - 6276.48; Cal. Evid. Code §§ 1040, 1060; Cal. Civ. Code §§ 3426 - 3426.11; California Penal Code §§ 499c, 496; 18 U.S.C. §§ 2311-33.

Project Challenges and Issues: 3.7

3.7.1 The CM shall identify what they believe to be the largest challenges associated with their role on the Project. The Proposal shall describe how the CM overcame these challenges on previous projects that the proposed Project team has participated in.

Clark/Hunt has carefully evaluated the San Diego Convention Center Phase III Expansion (SDCC) master plan and identified several key challenges. Our first priority will be to minimize the impacts of construction to ongoing operations and maintaining the steady base of clients during the construction period by providing a level of comfort during events.

Key Challenges:

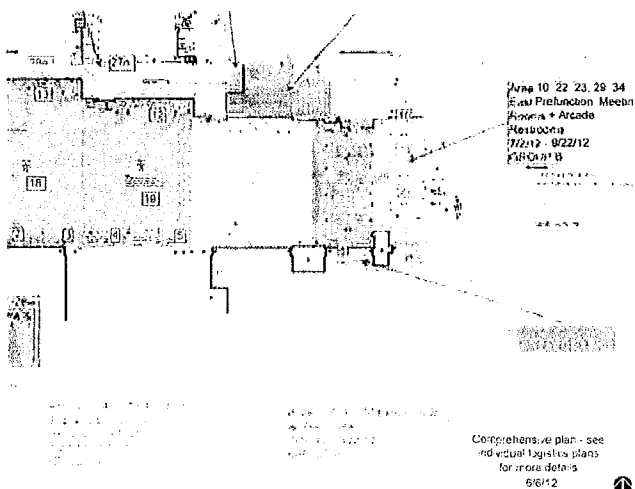
1. Maintaining a high-quality convention and visitor experience during construction
2. Coordinating Construction with Event Planners and SDCC "Back-of-House" Operations
3. Maintaining Program Requirements and Design Aspirations within Established Budget Parameters
4. Aligning Construction with Possible Phased Funding
5. Maintaining Project Labor Relations for the Benefit of the Project and the City

1. Maintaining a high-quality convention and visitor experience during construction

Challenge: The Clark/Hunt team knows from its various convention center expansion projects that construction noise, dust, vibration and the overall appearance caused by construction do not generally mix with the expectations of the show planners, show guests, dignitaries as well as patrons of adjacent hotels. We understand how to work with exhibitor contracts that include specific noise/construction prohibitive clauses.

Proven Solution: We have incorporated a dedicated SDCC Operations Coordination Team led by Brent Leif.

Brent is currently serving in this role at the San Jose Convention Center Expansion and will focus solely on mitigating the impacts of construction on all SDCC operations.



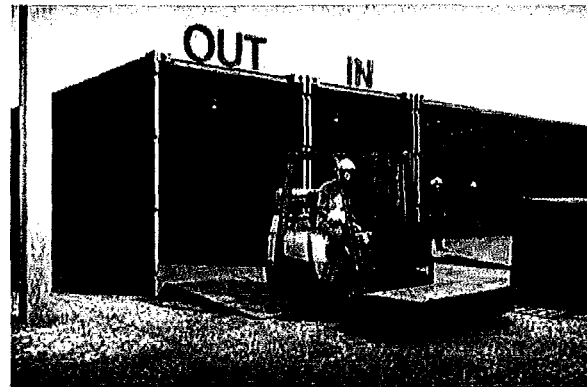
San Jose Convention Center: Multi-Step Phasing Plan

Currently, our work at the San Jose Convention Center includes a detailed, multi-step phasing plan to set expectations and communicate work. We will work closely with the SDCC sales and marketing staff as well as show planners to help set levels of expectation for what may be happening in and around the work areas and how that may affect the planned events. We understand that a key part of the guest experience in and around the convention center is their audio and visual perception of their environment. We have successfully instituted a wide variety of mitigation measures to help with the client experience. On both the San Jose and Phoenix Convention Centers, we implemented the following measures to separate or hide construction activities as follows:

- Temporary insulated walls at strategic locations with graphics, plants and artwork
- Exterior and interior graphics to use the construction as a potential marketing tool
- Fence or construction wall screening of perimeters
- Temporary way-finding to guide visitors around the facility
- Visitor viewing spots and “peek-in” points to allow interested guest to see the live action on the construction site
- Real-time facility maps overlaid with construction zones posted so visitors can tell which areas are being worked on
- Pipe & drape and moveable wall installations for quick flexibility either between shows or between phases of construction
- Performing “noise mock-ups” for show managers to help them understand what they might experience when they are in the facility
- Restrictions on construction workers from accessing public spaces
- White noise strategies to mitigate the sounds inherent to construction
- Dust control measures where connection points between the construction zone and public spaces occur
- Performing heavy vibration activities (e.g. drilling into existing concrete) times when shows are not in session
- Re-sequencing work when shows are in session to move noisy work activities away from the locations of the shows

2. Coordinating Construction with Event Planners and “Back-of-House” Operations

Challenge: The geometry of the expansion requires careful coordination of how the convention center



Sample modular tunnels

space will change over the course of the project. The loading dock area, for example, presents significant challenges because of the need to move equipment through the construction area to set-up or break down an event. The loading dock area is also the location with the majority of the SDCC Expansion effort.

Proven Solution: To meet this challenge, we have developed a sequencing phase plan and a modular tunnel system with overhead protection for the back-of-house load-in/load-out operations providing flexibility and ensuring the least possible disruption to the critical timeline during event set-up. The phased plan and modular tunnel system will provide safe separation and unimpeded access through the construction zone. Additionally, the tunnel system will incorporate a dedicated emergency egress route for pedestrians.

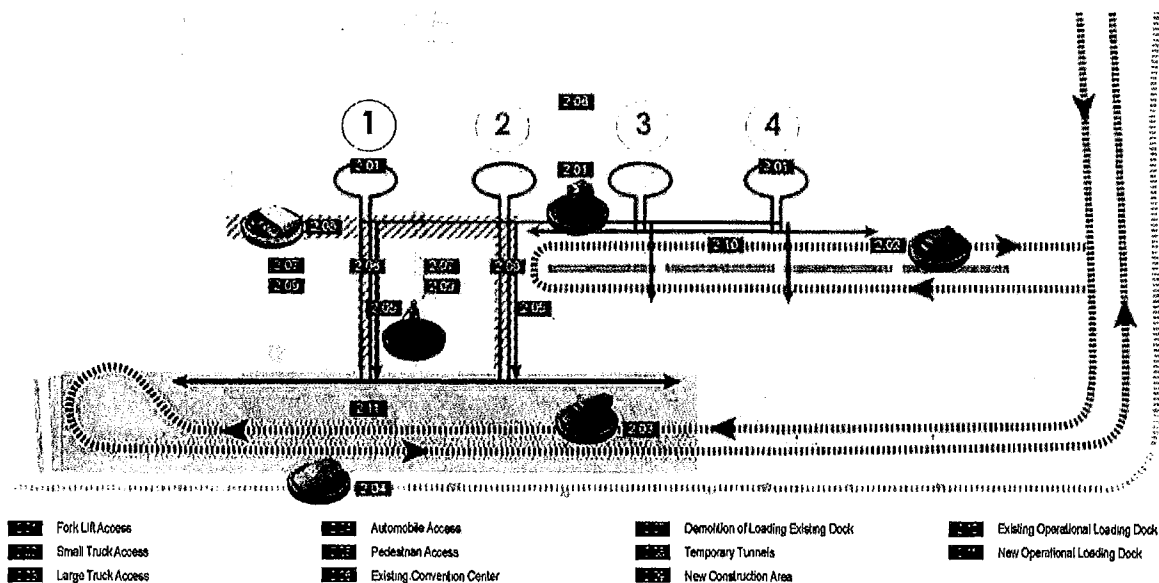
On the Phoenix Convention Center project, our team developed an equally effective plan for convention center operations and the public to co-exist with construction by creating ramps and bridges to effectively share access and egress with the Convention Center staff, customers, general public and construction trades.

3. Maintaining Program Requirements and Design Aspirations within Established Budget Parameters

Challenge: With most of the convention center projects we build, there is a wide variety of public and stakeholder scope and design input throughout the course of the design and construction of the project. These stakeholders and participants in the process will likely be the Convention Center sales and operations groups, the San Diego downtown partnership groups, the Port of San Diego, hotel stakeholders, arts groups, environmental groups and others, all of whom may wish to have voice as to the scope and direction of the project. Competing and sometimes conflicting interests can put pressure on the program, design and budget throughout the life of the project. The Clark/Hunt team has learned over time that without clearly establishing and defining the program requirements and goals, a strong Base Budget Estimate and Cost

Model, as well as enforcing “Scope Request” protocols from the outset of the project, scope creep and design direction can get out of control very easily. This can lead to confusion, lost time, unaffordable or unfunded changes, as well as dashed expectations on the part of various stakeholders.

Proven Solution: From the outset on the San Jose Convention Center we established clear protocols for communication with the Owner prior to beginning the stakeholder outreach portion of our design phase work. This ensured success in scope controls and authorized decision making throughout the course of the San Jose CC project. As a team, we must clearly define and manage who can articulate scope wishes; the timing of these requests; the pricing and schedule exercises for these requests; and who shall be the ultimate decision maker for requests from the various stakeholder groups.



SDCC Expansion: Proposed Clark/Hunt Phased Temporary Tunnel Plan for Loading Dock Traffic and Emergency Egress

4. Aligning Construction with Possible Phased Funding

Challenge: Clark/Hunt acknowledges that multi-phased funding may be necessary to accommodate construction of the expansion. We have successfully navigated projects by carefully advising the Client as to the funding requirements of the construction schedule allowing the client to fully anticipate and prepare for the funding phases. Additionally, Clark/Hunt will facilitate this effort by cost loading our schedule and building model shortly after the initial budget is developed. This will provide the Mayor and City Council a holistic view of the funding requirements for the entire duration of expansion effort several months before construction will commence.

Proven Solution: Clark and Hunt both have experience working with clients facing phased funding. On the \$1.4 billion NGA New Campus East, the Clark-led joint venture was able to work with the U.S. Army Corps of Engineers to phase and stage the project in a manner that accommodated incremental federal funding limitations. Similarly, we will work with the City to phase and structure not only the site preparatory work but also the construction of the expansion itself in a manner that fits with the timing and size of its funding streams.

5. Manage Labor Relations for the Benefit of the City and Project

Challenge: Proposition A amends the San Diego Municipal Code to prohibit the City from requiring a Project Labor Agreement (PLA) on City of San Diego construction projects, except where required by state or federal law, or as a condition of the receipt of state or federal funds.

Large projects have become a focus for organized labor

to advance their agenda to require PLAs as a means to secure construction trades work for their members.

Proven Solution: The Clark/Hunt SDCC joint venture has extensive experience working on highly successful projects with Project Labor Agreements (PLAs). Non-union or open shop subcontractors work alongside of union subcontractors as a result of fair and open competitive bidding processes. Clark has experience with PLAs on projects such as PETCO Park in San Diego. Clark/Hunt will establish a teaming atmosphere during the pre-bid informational meetings and labor expectations are managed in a positive atmosphere during preconstruction and construction phases of the project.

Should the City of San Diego decide it is in the best interest of the Project to implement a PLA, the Clark/Hunt team is in the best position to negotiate favorable terms and conditions. We want to be very clear that Clark/Hunt is not necessarily advocating for a PLA, however, should the conditions change whereby the City of San Diego determines that a PLA would be beneficial to the project, we have the skills and negotiating power to represent the City well.

During the early stages of preconstruction for Petco Park, the San Diego Padres asked Clark to negotiate a PLA that carved out an exemption allowing Small Business Subcontracting to work on the project



On the Petco Park project, Clark's preconstruction services included six (6) full budget analysis and maintenance throughout design development and construction documents of the project

without being signatory to the PLA. A second benefit negotiated allowed a non-union contractor to become signatory to the PLA only for the Petco Park project and bring their core group of foremen or key people to staff their labor force on the project, which was very important to providing the leadership needed to

meet quality, production, safety and schedule. Petco Park was a highly successful project on many fronts, including building to the budget and exceeding the small and historically under utilized business voluntary goal of 20% by delivering 32% participation.

3.7.2 The CM shall describe its understanding of the design and technical issues involved in the Project, including those related to schedule, site mobilization, constructability, construction sequencing, code compliance, and cost containment.

We have identified the following design and technical issues involved in the SDCC Expansion project.

Schedule

Clark/Hunt is committed to delivering the complete SDCC Expansion project by May 2016. In order to meet this date, we have established key intermediate milestones shown on the table to below.

ACTIVITY	MILESTONE
NTP for Preconstruction Services	April 2013
EIR Reviewed and Approved	July 2013
Coastal Development Permit Approved	July 2013
Early/Partial Site Mobilization	July 2013
Start of Site "Make-Ready" Work	July 2013
Final GMP	January 2014
Construction NTP	February 2014
SDG&E and other utilities complete relocations	March 2014

Over and above delivering the facility by May 2016, we understand the tremendous significance of the Comic-Con show and its 125,000 - 130,000 annual attendees to the San Diego Convention Center and to the City of San Diego. We understand the need to have the Expansion complete for beneficial occupancy in time for Comic-Con 2016. We are committed doing what we can as a CM to help keep Comic-Con in San Diego in 2016 and beyond.

Site Mobilization

Initial Mobilization and Early Site "Make Ready"

Work: Our goal is to achieve key regulatory and environmental approvals and early permits by July 1, 2013 and Clark/Hunt would begin to mobilize on-site beginning on that date. Our first priority would be to implement approved Maintenance of Traffic (MOT) plans, around areas that will be affected by the early-phase "make ready" site work, including utility relocations and Park Boulevard realignment on the east side of the building. This early phase of work will also involve the demolition and relocation of the 5th Avenue Transportation Company building followed by the installation of approved environmental protections before beginning the remediation work in the "wedge" area on the east end of the site between Convention Way and Park Boulevard where Exhibit Hall H will be expanded.

Construction Full NTP: After the January 2014 GMP, we would anticipate a full NTP in February 2014. At this point we would begin full on-site mobilization, followed by deep foundation installation.

Workforce Parking: Clark/Hunt comes to the project with an established parking plan for the 600+ workers to eliminate interference with convention center visitor and surrounding business parking. Our plan includes

public transportation options and agreements with various adjacent lots.

Constructability

Staging and Storage: Understanding that there is limited space on-site for staging and storage, Clark/Hunt has met with the Port personnel at the 10th Avenue Terminal and secured potential outdoor and indoor space to accommodate our expected needs for the project. In addition to the parking, the traffic pattern of the trucks for deliveries must be staged and deliveries made "just in time" so that trucks are not staged near the site on city streets. We have formed tentative agreements with the Port of San Diego for possible marshaling yard sites. The option exists to utilize barging of some materials, and this option will only be considered if complete environmental compliance can be achieved and no interference would occur with the pleasure vessels that frequent the harbor.

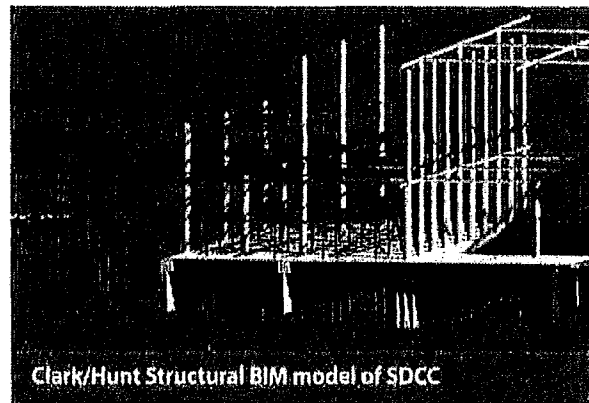
The outside storage is predominantly for staging of structural steel and assembly of the larger trusses that could not be shipped shop assembled. The inside storage would be used to store long-lead time materials that are difficult to coordinate for just in time delivery and any other required components.

Structural Steel Design and the Availability of Qualified Welders: Knowing that there are limited qualified welders available in the San Diego/Los Angeles area, Clark/Hunt recommends designing and fabricating the steel structure to limit the number of field-welded connections; however, since bolted connections are not always the best choice, early involvement with the structural engineer is essential to developing the best type of connection for the various structural components. Obtaining qualified welders to accommodate the demand for the Phase 2 Expansion was a challenge and a valuable lesson to strive for a

better solution on the Phase 3 expansion.

Maintaining the Structural Integrity of the Existing Building During Construction is a major challenge considering that the backbone of the seismic resisting braced frame elements are located at the southern end of the existing structure at the tie-in location. It will be necessary for the new structure to have the added capacity to accommodate the removed bracing from the existing structure and be phased so that the new braces are in place and tied-in prior to removing the existing structure. The Clark/Hunt team has studied this area and has come up with some viable solutions that we would very much like to share with the design team given the opportunity.

Structure to Support the Five-Acre Rooftop Park: Building the structure to support the green roof over the ballroom and meeting rooms will require constructability reviews and coordination. Early involvement during the design stage collaborate for the best support system that lends itself to a "bill board" erection approach will pay big dividends down the road in schedule advantage and maintaining work flow on the project.



Expansion of Exhibit Hall H on the East Side of the Building: In order to expand the existing Exhibit Hall H to the east, it will be necessary to remove and reconfigure the existing braced frame along the diagonal end of the structure. The challenge will be to come up with a design and plan that will allow new framing members to be installed and tied in, prior to demolishing the existing frame. A second consideration will be to make sure the new long span trusses that will define the expanded hall are designed to be erectable. This is a perfect application for contractor assistance providing real time input to the structural engineer as the design is developed.

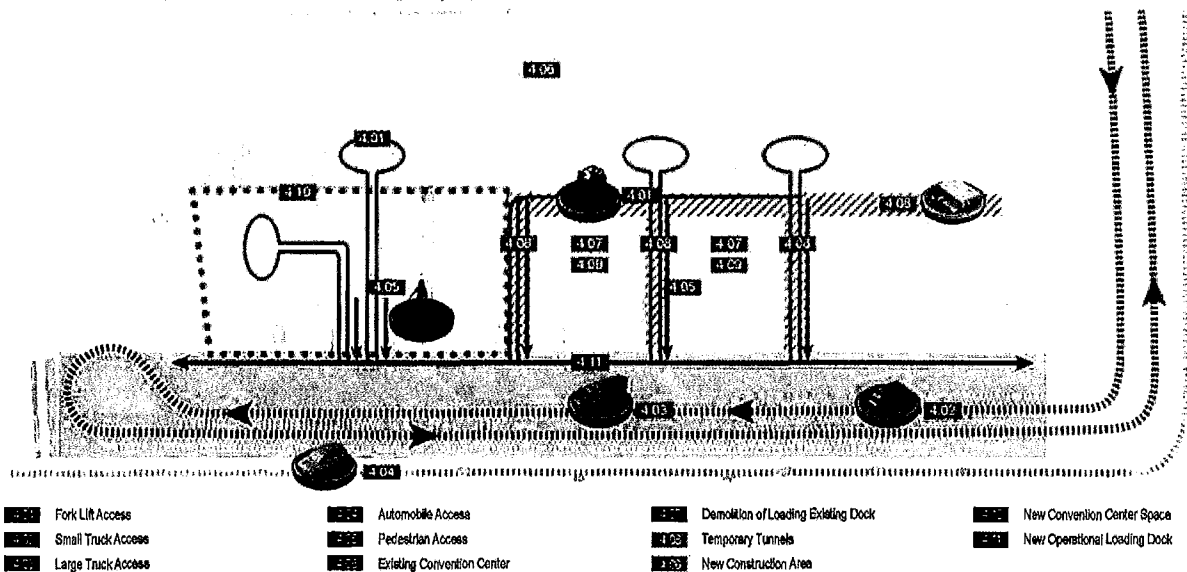
Maintaining Operation of the MEP Systems at the construction interface between the existing facility and the new expansion will be an important consideration in the constructability study during the design of the new structural system. Areas where new construction replaces existing structure will require systems to be relocated and/or protected in-place to facilitate the new structure.

Construction Sequencing

Our construction sequence and phasing plan is developed with the primary goal of maintaining existing loading dock access and emergency egress patterns for the SDCC operations. Key to this is providing flexibility in the form of having multiple access paths available to coordinate specific convention needs relative to construction activities in progress at any given time.

- As outlined in the graphic in section 3.7.1, four temporary "access" tunnels will be installed. Initially, tunnels one and two will be put in place.
- As work progresses from west to east at the loading dock, the third and fourth tunnel will be added to provide flexible access and egress to and from the newly completed loading dock and the existing exhibit halls.
- At this point in construction, the new loading dock will be in full use so construction can be done in the location of the existing loading dock.
- All existing emergency egress patterns will remain intact by way of a directly aligned connector or lateral connection to nearest connector. This will be reviewed with the fire marshal to ensure safety.
- These protected connectors will remain intact

Phased Loading Dock Access and Emergency Egress During Construction



throughout all remaining phases of work up through the new exhibit halls being at a level of completeness that would not require such 'protected' passageways and temporary occupancy achieved.

We have further outlined our phasing plan and sequencing in Section 3.7.1 and 3.9.

Code Compliance

Clark/Hunt understands the design and technical issues of maintaining code compliance for convention center expansions. The primary and most challenging effort will be maintaining strict Fire, Life Safety and egress compliance during construction with the fluctuating numbers of event and attendees. Through the construction process, the existing fire and life safety systems of the facility will change over time. Since each show has specific setup layouts, our planning process will overlay these layouts with the phase diagram of the construction to ensure that the Convention Center, the City and the Fire department are in concert with proposed occupancy counts, exiting paths and safety measures that will exist at the time of each show. This will ensure that the safety of the public is maintained at all times. Early involvement with the City and Fire Marshall and work with the design team and their code consultants is initiated to pro-actively review and resolve issues. This leads to clear documentation and enhances the project's ability to pull permits without revision.

Cost Containment

In addition to our cost control and design review processes described in Section 3.9.3 and in our analysis of the preliminary budget in Section 3.8, Clark/Hunt sees a number of potential budget risk, and areas to manage cost containment. We will evaluate, monitor and actively manage each of these on an ongoing basis:

- **Potential Scope Growth:** We will provide ongoing estimating and pricing to help the City and the Design Team evaluate the possible budget implications of deviations from the established program, design or budget as a result of recommendations or requests from various stakeholders.
- **Material Escalation:** We will actively monitor steel and other commodity pricing. We may recommend early procurement of and/or early unit price contracts to lock in prices.
- **Cost of On-Site Labor vs. Local Off-Site Prefabrication:** We will explore all opportunities to utilize local off-site prefabrication to reduce the cost and impact of on-site labor and fabrication.
- **Bid Package Completeness:** We will work actively with the Design Team to ensure that the design packages issued for bids are clear and complete.
- **Thorough Work Scope Reviews with Subcontractors:** Consistent with City procurement regulations, we will meet with each subcontractor to review their bids and scopes to ensure that both are complete and accurate. This helps prevent claims from subcontractors.
- **Change Management:** Using BIM and other tools, we will work with the City and the Design Team during Preconstruction to ensure that decisions are made during the course of the design to avoid costly and unnecessary changes later or re-work in the field.

Through these strategies, Clark/Hunt will work to contain costs and ensure that the SDCC Expansion is delivered with high quality for the budget and GMP established.

Cost Estimate Review & Potential Savings: 3.8

3.8.1 The CM shall review the preliminary design and cost estimate that has been prepared by the Consultant when included as Exhibits to this RFP and shall discuss their findings relative to the draft cost estimate's completeness and accuracy.

We have reviewed the Consultant's Estimate dated November 23, 2011 and "revised by the City" on August 9, 2012 as provided in Addendum No. 1. Clark/Hunt is committed to work with the City and Stakeholders to meet the project budget. Our findings are as follows:

Our "completeness and accuracy" evaluation of the provided Final Concept Construction Cost Estimate

dated November 23, 2011 and revised on August 9, 2012 was approached from two directions: overall parameter comparison to other Clark / Hunt "constructed" Convention Centers and a detailed review of the Final Concept Estimate's unit pricing. We acknowledge that the Cost Consultant has superior knowledge and we are offering our findings with a collaborative and constructive intent.

Detailed Unit Price Evaluation

	UNIT	QTY	UP	COST	COMMENT BY CLARK/HUNT	QTY	UP	REVISED COST	DELTA
Standard Foundations									
Dewatering				\$300,000	Seems low as compared to projects in close proximity to site, recommend higher budget	1	\$1,000,000	\$1,000,000	\$700,000
Concrete pile cap 6' deep	CY	7,208	260	\$1,874,080	Adjusted unit price, rebar included in u.p., use \$350/cy	7,208	\$350	\$2,522,800	\$648,720
Special Foundations									
14" Square precast concrete driven piles, 27' maximum length	No	3,604	1600	\$5,766,400	Pile length seems short, however count high and u.p. high, use 2,400 ea., 60' length@ \$48/lf	2,400	\$2,880	\$6,912,000	\$1,145,600
18" Auger displacement piles, 27' maximum length (along gridlines S5 and S7 at 4' 2" spacing)	No	496	2200	\$1,091,200	Increase length to 60'	496	\$4,888	\$2,424,448	\$1,333,248
Slab on Grade									
8" Thick reinforced concrete slab-on-grade over metal deck	SF	264,238	14	\$3,699,332					
ABC including control joints and vapor barrier					Horizontal Waterproofing under SOG required?	484,388	\$3	\$1,453,164	\$1,453,164
Structural Steel Floor Construction									
Structural steel columns, beams and floor framing including connections (Upper Level including Mechanical Mezzanine)	T	6,231.64	3200	\$19,941,248	Assuming 246,791 sf, 50.5 lb/sf, target design to 35 lbs/sf	4,319	\$3,200	\$13,820,296	(\$6,120,952)

Cost Estimate Review & Potential Savings: 3.8

	UNIT	QTY	UP	COST	COMMENT BY CLARK/HUNT	QTY	UP	REVISED COST	DELTA
Structural steel roof framing including connections (Mechanical Mezzanine msd. Under Floor Construction)	t	9,657.62	3200	\$30,904,384	Assuming roof area of 450,934 sf, steel is 43 lb/sf. Appears to be additional steel below adding another 7 lbs/sf, total 50 lbs/sf. Target design at 35 lb/sf total.	7,891	\$3,200	\$25,251,200	(\$5,653,184)
Exterior Windows									
High end curtail wall (rate reduced from \$200/sf to \$160/sf per Fentress)	SF	51,104	160	\$8,176,640	Suggest reduction to \$140/SF	51,104	\$140	\$7,154,560	(\$1,022,080)
Roof Coverings									
Single ply TPO roofing at parapets approx 2' high	SF	15,970	5	\$71,865	Adjusted unit price	15,970	\$12	\$191,640	\$119,775
Reglet and counter flashing	LF	7,985	12	\$95,820	Adjusted unit price	7,985	\$22	\$175,670	\$79,850
Single ply TPO white roof membrane on R-40 foam insulation and protection board below	SF	338,848	6	\$2,033,088	Adjusted unit price, R-40 insulation and board alone is approx. \$7/sf	338,848	\$12	\$4,066,176	\$2,033,088
Partitions									
Interior walls	SF	615,734	15	\$8,928,143	Quantity seems low, overall drywall should run \$20 - \$30/sf	927,850	\$20	\$18,557,000	\$9,628,857
Fittings									
Architectural woodwork including counters, base cabinets, wall cabinets and counter tops				\$350,000	Allowance? Seems low. Suggest \$1,000,000+/-	1	\$1,000,000	\$1,000,000	\$650,000
Handrails and balustrades (internal)	LF	1,445	200	\$289,000	Adjusted unit price	1,445	\$500	\$722,500	\$433,500
Handrails and balustrades (external)	LF	2,154	200	\$430,800	Adjusted unit price	2,154	\$500	\$1,077,000	\$646,200
Miscellaneous metals (corner guards, bollards, grate covers, etc)	SF	927850	0	\$371,140	Seems like Line Item needs more, runs \$3 - \$5/sf	927,850	\$3	\$2,774,550	\$2,403,410
Wall Finishes									
Ceramic wall tiling	SF	70,318	12	\$843,816	Adjusted unit price	70,318	\$18	\$1,265,724	\$421,908
Wood wainscoting	SF	15,191	25	\$379,775	Adjusted unit price	15,191	\$50	\$759,550	\$379,775
Stainless steel wainscoting	SF	3,350	22	\$73,700	Adjusted unit price	3,350	\$35	\$117,250	\$43,550
Natural stone wainscot	SF	2,190	17	\$36,135	Adjusted unit price, quantity seems low	2,190	\$30	\$65,700	\$29,565
Acoustic wall panels	SF	11,600	9	\$104,400	Unit price seems low	11,600	\$20	\$232,000	\$127,600
HVAC	SF	927850	27	\$25,051,950	HVAC totals \$27/gsf, suggest \$30/sf	927,850	\$30	\$27,835,500	\$2,783,550
Electrical	SF	927850	25	\$23,196,250	Electrical \$25/gsf, suggest \$29/sf	927,850	\$29	\$26,907,650	\$3,711,400
Hazardous Waste Removal	LS			\$100,000	Considering EIR and Add. 2 information Add	LS		\$1,000,000	\$900,000

Parameter Comparison

We compared the San Diego Convention Center Expansion Phase III to a summary of five (5) similar projects, all built by Clark / Hunt, to determine if the Consultant's Final Concept Estimate falls within the expected cost range. To the extent that a cost element of the Final Concept Estimate was beyond the range (more or less) we tried to determine if there were particular elements of this project that explained the variance. Outlined below are the areas of the estimate that we have compared to our convention center cost histories.

Structure

The final concept estimate (Slab on Grade, Floor Construction and Roof Construction) is approximately \$104/gsf. This is \$10-\$20/gsf above similar projects. The overage seems to make sense in view of seismic challenges and complex constructability concerns. Having a fully developed green "park" roof also adds significant cost to the building structure.

Exterior Enclosure

The enclosure in the current estimate is approximately \$32/gsf (Exterior Walls, Exterior Windows and Exterior Doors, etc.). Because this type of facility has tall floor to floor heights, we typically see a higher cost for the enclosure (\$40-45/gsf). The difference with this project is that it is an expansion and therefore has one elevation that does not have new enclosure. In view of this the exterior enclosure estimated cost seems reasonable.

Mechanical Systems

We would typically expect the mechanical systems to be in the \$50/gsf range and the current estimate is carrying approximately \$40/sf (all plumbing, fire protection, and HVAC and Controls elements). While the size and cost of equipment is relatively straight forward, the size and

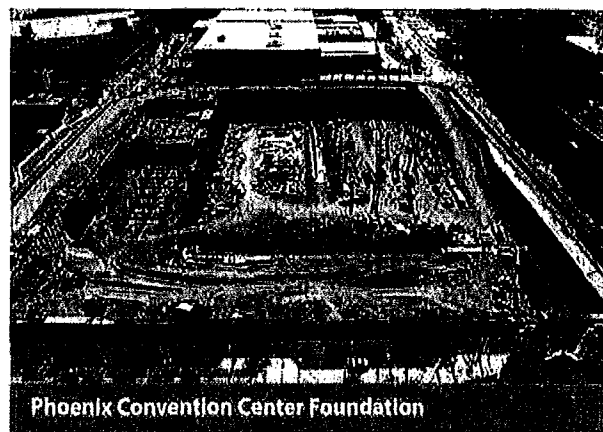
challenges in distribution of the ductwork system are not easily defined early in design. In addition, with tall floor to floor heights, installation costs are generally higher on a convention center. Mechanical systems are an area that will have to be monitored closely and may need to be adjusted upward when the baseline cost model is developed.

Electrical Systems

While these systems are very dependent on lighting selections, data/telecomm requirements and A/V scope, we generally see the electrical systems cost in the \$29-32/gsf range. The current estimate is carrying approximately \$25/gsf. Within the \$25/gsf the lighting and power components appear less than we would typically expect. Based on our comparison to comparable facilities, we believe the electrical systems pricing may be less than what will be required.

Deep Foundation

Our experience working adjacent to the project site on the Hyatt and Marriott projects, leads us to believe the piles may need to be longer, likely in the 45' - 60' length range. Additionally, because of the location of the shallow groundwater, we would increase the budget for the dewatering system and may need to consider adding costs associated with providing horizontal waterproofing under the slab on grade.



Roofing System

Assuming we are designing to an R-40 insulation criterion and considering the “park”, the roofing system budget as proposed appears aggressive. We would expect a value closer to \$12/sf.

Interior Systems

Based on the amount of demising partitioning expected for a convention center, the quantity in the concept

budget seems low relative to other similar projects. We would expect the overall price for the drywall and interior wall framing to be in the \$20 to \$30/sf range. We also suggest a larger budget for wall and ceiling finishes, such as millwork trim and finish carpentry.

Margins & Adjustments

Since many of these Line Items are the subject matter of our RFP Response, we have not included our comments as to their “completeness and accuracy”.

3.8.2 The CM shall describe how it would work with the Consultant's design team to reduce the construction budget by a target of 5% without downgrading the Project objectives, design intent, or net usable space provided.

The Clark/Hunt team is experienced with working with design teams and will ensure that our proven techniques and methodologies for budget control are utilized, including establishment of the initial Target Baseline Budget, the Smart Decision Timeline, and continuous meetings with the Design Team. From the start, the Clark/Hunt Team will begin with a Target Baseline Budget that incorporates the 5% reduction into the overall construction budget. During the first kick-off meeting, we will review and discuss the parameters for the project design and budget. This meeting will not only offer a chance for the team to get acquainted but will also be the forum to establish the methods and processes the team will use in achieving the design and budget goals. Fortunately, the current design level is at a status that allows for significant and real input from our team that will help influence some of the critical decisions during design development.

Specific Areas for Cost Savings: Initially, we will focus on the major building systems, including structural, exterior skin, mechanical, and electrical during the early design phase since these components of the building comprise a large percentage of the overall

cost. For example, the depth of trusses in the long-span steel locations will have a significant impact on costs. The deeper the truss, the lighter the steel and, thus, the lower the cost; however, this may result in a slightly taller building to maintain the ballroom floor to ceiling heights. Our team will present all options to the City in line with our Smart Decision Timeline process so that the best possible decisions are made for the overall Best Value Project.

Although there is very little design information available within the RFP and its references, we have studied the existing conditions, renderings, programmatic information, EIR, and other documents to develop a list of potential cost-saving candidates.

Some of the most significant items that we would investigate towards cost reduction are:

Foundations

- Use of alternate deep foundation system such as displacement piles

- Structure
- Bolted vs. welded connections for a large majority of the connections
- Depth of Trusses vs. Weight Penalty
- Factory vs. On Site Assembly
- Overall structural steel design sizes, shapes and connections
- Design so that domestic sources can compete

Curtain Wall Systems and Components

- Standard Mullion profiles vs. Custom
- Types of Glass and Glazing
- Amount of high performance glass
- Fastener concealment details

Operable Partitions and Accessories

- STC Ratings
- Stacking Details
- Overhead Support

Mechanical and Electrical Systems

- Equipment selection
- Performance characteristics
- Standardize Manufacturers or allow "Or Equal"

Lighting Fixtures

- Combine infrastructure for Low Voltage Systems
- Integration of Security System
- Shared "raceway and cable trays"

Potential pricing escalation and mitigation measures

- Early Procurement
- "Futures" approach for volatile materials, i.e. aluminum, etc.
- Warehousing
- Alternative design solutions
- Eliminate "propriety" specifications, where possible

Finishes

- Direct "bulk" purchasing from factory in lieu of installer

Given what we know about the project to-date, the collaborative approach of the Clark/Hunt Team, and what we have been able to ascertain from all of the information available to us, we feel confident that cost reduction opportunities exist and that our team, working with the designers, will bring these to fruition during the preconstruction phase.

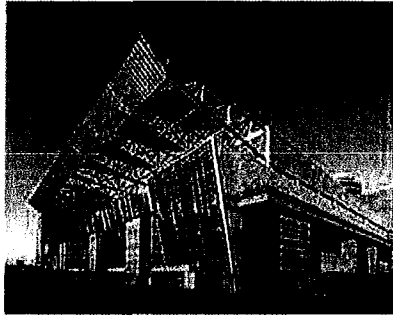
3.8.3 The CM shall describe its experience in estimating construction costs for substantial concrete and long steel elements in the local (i.e., Southern California) marketplace.

The Clark/Hunt team has extensive experience in estimating and constructing projects with substantial concrete and long steel elements in both the Southern California marketplace as well as nationally.

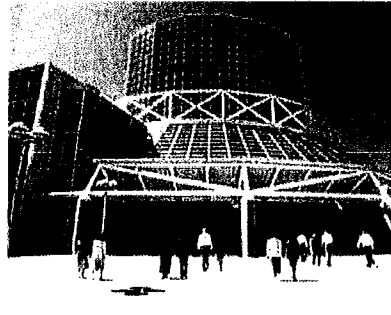
Some of our most notable projects that we have constructed containing these elements are: Petco Park, USC Galen Center Arena, Manchester Grand Hyatt Hotel Tower 1 and Tower 2, San Jose Convention Center

Expansion, Phoenix Convention Center Expansion, Los Angeles Convention Center Expansion, and Moscone Convention Center Expansion.

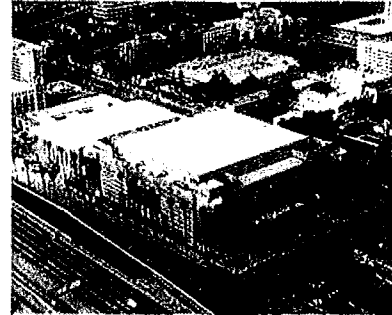
Our experience in estimating these elements on large projects has proven that the cost of the materials themselves is only a small part of the many factors that contribute to the overall total cost of the work. Factors such as access, assembly, schedule, and local labor



Phoenix Convention Center



Los Angeles Convention Center



USC Galen Center

availability weigh heavily on the cost of this type of work. We have found that a thorough understanding of the existing conditions, existing facility operations, site and work hour restrictions, staging availability, local workforce, sequencing, and schedule are all essential in developing accurate estimates. These factors help guide the Project Team in making critical decisions such as whether to: pre-order steel, establish an on-site batch plant, work off-hour shifts, pre-assemble large structural components, etc. This up-front information is also invaluable to the design team and has assisted in making determinations such as: welding vs. bolting, concrete vs. shotcrete, temporary shoring and supports.

The Clark/Hunt combined experience in estimating large projects with substantial concrete and long steel elements in the local marketplace is extensive and current. In addition to our in-house estimates, we regularly solicit quotations from the subcontractor market both locally and nationally and have exceptional working relationships with a variety of highly qualified concrete and structural steel subcontractors such as; Morely Construction, Bomel Construction, Schuff Steel, Herrick Corporation, SME Steel, and many others. Clark and Hunt are very active in the bidding market and have extensive subcontractor and historical databases that are put to use in developing bids and budgets for the work.

This ongoing experience and sharing of knowledge has helped us develop some key items to consider when estimating long steel elements for the San Diego Convention Center expansion such as:

Trusses are less expensive if they are fabricated in the shop. This means that during the design assist period it will be essential to try and maintain a truss depth of 18 foot or less. This will allow the trusses to be shipped to the project shop assembled. For those trusses that have to be greater than 18 foot due to design considerations, we will find a location off-site, close by, where the trusses can be field assembled without taking up valuable real-estate at the job site. We have already had discussions with the Port representatives at the 10th Avenue Terminal and secured space for assembly of the large trusses. Having lay-down space at the terminal will also allow for barge delivery of pre-assembled trusses if that becomes a viable option depending on the location of the fabrication shop.

This was done successfully at the Los Angeles Convention Center Expansion. Assembled trusses were shipped to the Port of Los Angeles and trucked to the site at night.

Other design factors that affect the cost of steel are:

- **Connections:** Bolted vs. welded - mostly bolted connections are better and more economical,

especially when you evaluate the field labor required to do welded connections; however sometimes it makes more sense to use welded connections such as for double angle truss web member.

- **Repetition of pieces:** Often engineers try to use different size members in an effort to reduce overall weight. It is actually more economical to keep the size uniform because it saves on detailing and fabrication costs that far exceed the small savings in material.
- **Continuity plates and column doubler plates:** Both of these are very expensive and we should look for ways to limit the number and requirements for them. One option would be to increase the column size to eliminate the need for a doubler plate.
- **Box columns vs. other built-up shapes:** Box columns are very expensive and should be avoided. Columns comprised of rolled shapes are often more economical.
- **Floor and roof openings:** Establishing these openings for mechanical equipment and vertical transportation early on during the design phase is critical to controlling the steel costs. With proper coordination, this task can be accomplished

Some specific examples of our successes in estimating and constructing projects with these elements are:

Substantial Concrete Elements:

Phoenix Convention Center Expansion

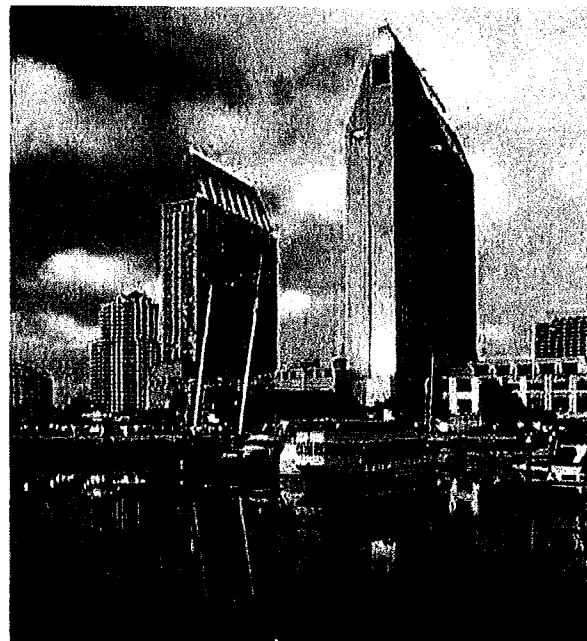
Phoenix, AZ

This was another example of a large cast-in-place concrete project (over 90,000 cubic yards) on a curb-to-curb site in a downtown urban setting surrounded by 24/7 facilities such as hotels, restaurants, bars and a major indoor arena. Placing concrete in this type of setting required coordination with surrounding businesses as well as our own crews to develop schedules and methods that met the objective of the community while still maintaining a strict project

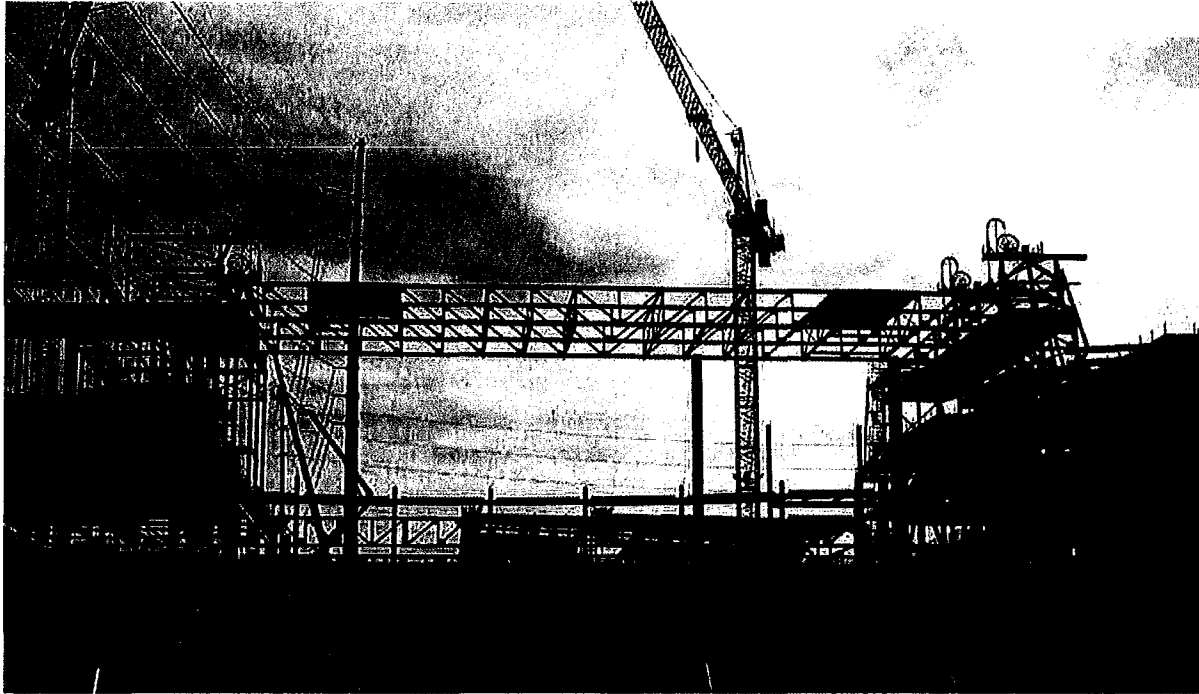
schedule and budget. One of the unique methods used for concrete forming and placement on this project was a slip-form concrete wall system that allowed for thicker walls to be placed in a continuous fashion while ensuring that no voids resulted in the finished surface and also eliminating the need to patch the wall at a later time. This system reduced both time and cost by delivering a finished product with minimal forming costs and no "post-pour" repair work.

Manchester Grand Hyatt Hotel, San Diego, CA

This project was completed in two phases spaced several years apart and the combined total of both phases included more than 40,000 cubic yards of cast-in-place concrete that ranged from foundations and basement walls to slabs on metal decking 400' above grade. We used our in-house estimates to develop bid packages and budgets that were used to competitively bid and award this work to local subcontractors.



Manchester Grand Hyatt, San Diego



Long Span Steel Jacking from Music City Center, Nashville TN

Long Steel Elements

Petco Park - San Diego, CA

Early in the project, our team made the critical decision to fabricate the long raker trusses off-site in a controlled environment and then ship these to San Diego. We secured space at the 10th Avenue Terminal to receive these trusses and house them until they could be taken to the site. These oversized trusses were then trucked to the site during off hours to avoid traffic conflicts. This innovative approach not only saved valuable schedule time by allowing the trusses to be assembled much quicker in a shop setting, but it also saved costs in ground transportation and installation time. The net result of this unique approach was less cost, shorter schedule and the improved quality of a shop assembled and inspected product

Manchester Grand Hyatt Hotel - San Diego, CA

This property features multiple ballroom spaces with clear spans of approximately 130'. Not only did our team prepare detailed estimates and schedules for the entire project (including long span steel trusses), but we also developed comprehensive staging and erection plans necessary to efficiently install all of the structural steel components. Obviously, as a neighbor to the Convention Center, delivery, access and installation issues on this project are very similar to those that will be experienced on the Convention Center expansion. Specifically, the delivery, assembly and erection of the long span trusses will be a critical element of the project and developing an efficient plan for these activities will have a significant impact on the cost and schedule of the work.

■ Project Approach and Schedule: 3.9

3.9.1 The CM shall provide a discussion as to their approach to undertaking the work during Stage I and Stage II. The discussion shall include allocation of resources, interface and cooperation with the City and Consultant during both stages of the Project, approach to partnering, design review procedures, cost estimating and scheduling procedures, project control procedures, subcontractor management procedures, construction safety policies and procedures and quality control procedures. The CM shall discuss their approach to phase construction, phase bid packages, the sequence of construction to allow for continuous occupancy of all portions of the existing Convention Center, and temporary protection of occupants.

Allocation of Resources

Staff continuity: Ensuring a Seamless Transition From Preconstruction to Construction

Based on our experience with major convention center expansions, we have dedicated a Stage 1 Preconstruction Services team. The Clark/Hunt team is committed to providing the City the best qualified team for the entire life of the project, from Stage 1 services to Stage 2 construction, substantial completion and full occupancy. This “start to finish” approach ensures continuity of project knowledge, relationships and accountability, especially given that we envision a phased start to construction. We have provided a more detailed description and Team Organization charts in Section 3.10 and estimate of the allotments and billing rates in the sealed Section 3.11.

Interface and Cooperation with the City during both stages of the Project

Building on our 35-year partnership and experience, Clark/Hunt works to foster a truly collaborative, “One Team” culture and approach on every project. With the SDCC Expansion, we will work with the City and its partners to create a single, integrated team that includes the City, the Design team, the Clark/Hunt team, SDCCC staff and, as appropriate, representatives of other relevant stakeholder groups as directed by

the City. Our collaborative approach aims to leverage the technical expertise and perspectives of every team member, creating not only a broader understanding of the project challenges and requirements but also an environment of teamwork and shared success.

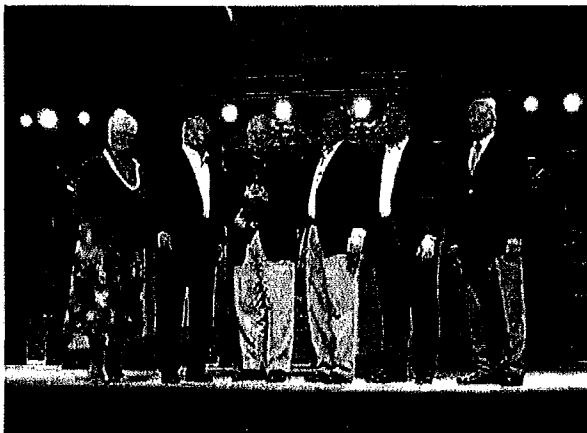
STAGE I INTERFACE AND COOPERATION

During the Stage 1 Preconstruction phase of the project, the Clark/ Hunt team will work with the City, the Design Team and other stakeholders to establish an overall team communications and interface plan, including a contact matrix, an overall plan and schedule for regular team meetings and work sessions, an integrated team governance and partnering plan, as well as a plan for monthly and regular reporting on project progress, budget and other aspects of the project.

Points of Contact and Accountability: Our team organization creates clear areas of responsibility, lines of authority and points of contact. Our organizational structure allows for both single point of contact interface with our Officer in Charge, Alan Petrasek, with our Project Manager Katie Twomey, or direct communication with other members of the our team. As the Officer In Charge, Alan Petrasek, will be actively involved in the project and always accessible to the City or its partners. Project Manager Katie Twomey will be

the day-to-day leader on the project and will serve as primary point of contact for the Clark/Hunt team. Tim Smith will serve as the leader and point of contact for our Estimating and Procurement during both Stage 1 and Stage 2. Dennis Breen will lead our Constructability and Design Support efforts, and Brent Lief will work actively with the City, the SDCC staff on site logistics, scheduling and operations coordination.

Regular Meetings and Work Sessions: We acknowledge the PSA requirements for twice-monthly meetings between the City, the Design Team, and Clark/Hunt; however, we expect that much more interface and collaboration will be necessary. During critical coordination phases, we would encourage co-location of the team members at a mutually agreed upon project team office in downtown San Diego -- either in or near Clark/Hunt's office at 525 B Street, one of the Design Team members' offices, a City office or some other shared space. Part of this shared project team space would include one or more large conference rooms equipped with our IT infrastructure, BIM and projection equipment. We would host our team meetings as well as design reviews and work sessions in this space.



Project Team receiving the Marvin M. Black Award for Excellence in Partnering

This "big-room" approach of bringing key decision makers, estimators, construction specialists, along with our various building system experts, promotes efficiency of the design team and informed decision making by the City. The Clark/Hunt team, co-located at our downtown San Diego office, will be accessible and convenient to the City and Consultant at all times. In addition, our web-based project control systems afford us the flexibility to remain fully equipped to support the project at other locations that may be more convenient to the City or Consultant.

STAGE II INTERFACE AND COOPERATION

As the project progresses into the construction phase, the Clark/Hunt key personnel and communication plan both remain consistent. Once construction begins, the Clark/Hunt team will mobilize to the project site and, again, we will promote co-location of the City and Consultant team members at the site. During construction, the interface of the City, the Design Team and Clark/Hunt will occur daily to support the needs of the project.

Monthly OAC Meetings: In addition to the daily interaction, more formal Owner/Architect/Contractor (OAC) meetings will be held monthly (with a smaller set of project team members meeting weekly). The Clark/Hunt team will organize, lead, and provide minutes of the OAC meeting. Separately from the OAC meeting, Clark/Hunt will lead a weekly "logistics coordination" meeting with all key stakeholders including SDCC operations personnel and event planners. This meeting keeps all parties informed of coming phasing challenges and time lines.

Approach to Partnering

As winners of the Associated General Contractors of America (AGC) Marvin M. Black Award for Excellence

in Partnering, both Clark and Hunt know first-hand how a formal and substantive partnering program can create true teamwork and project success. The Clark/Hunt team will work with the City to finalize a mutually agreeable partnering program that includes all project stakeholders. As part of our partnering program, we plan to hold low-cost monthly or quarterly Partnering Summit Dinners. These dinners provided an important forum for communicating about project progress and key issues on the Petco Park project.

Team Performance Evaluation: In our partnering programs, and on this project, we would establish a one-page Team Performance Evaluation form that establishes shared success criteria and enables the team -- anonymously and on a quarterly basis -- to evaluate how it is doing against those goals. In this way, we are able to monitor the team's progress throughout the course of the project and make changes or improvements when necessary.

Design Review Procedures

In working with the City and the Design Team through the Preconstruction phase, Clark/Hunt aims to eliminate wasted efforts of the Design Team by providing continuous real-time information and feedback, including the following:

- **Constructability Analysis:** We perform a systematic constructability review using checklists continually updated with our project "Lessons Learned."
- **Clarity and Consistency Review:** Ambiguity in design can be perceived differently by the CM, subcontract community, permit authorities and

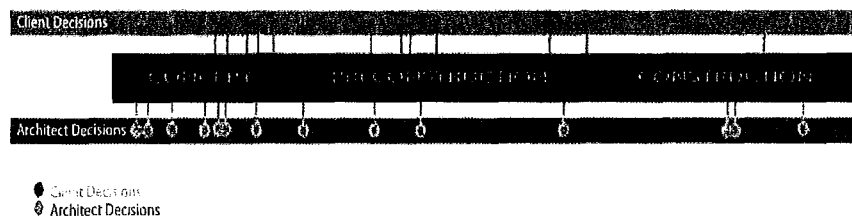
end-users. Providing feedback to the Design Team eliminates potential bid increases and provides certainty in their efforts.

- **"Bidability" Analysis:** As the bid packages are established, the respective drawings and specifications must be clear as to avoid confusion, leading to inflated pricing. We validate the dimensions, plans, elevations, sections, details, and specifications for consistency.
- **Material Availability:** We continually monitor trends and changes to the material supply chain and advise the team of any potential material shortages, supply issues, and quality concerns.
- **Labor Availability:** The availability of skilled labor can influence the design of a given system.
- **Sustainability Reviews:** Continually maintaining and evaluating our LEED scorecard is paramount in guiding the Consultant to material selections that meet the Design Team sustainability requirements of the project.
- **Permitting Reviews:** We will lend our lessons learned to the Design Team so that permit packages are accurate to the standards of the building department, eliminating costly delays for incomplete or insufficient submissions.
- **Maintainability Reviews:** We review valve locations, damper locations, shut-off points, bypass systems, etc. to confirm maintenance staff can efficiently access equipment to perform regular maintenance.

Cost Estimating Procedures

Our cost estimating procedures aim to assist the Design Team in designing to detailed target values and to lead the City to informed decision-making. As such, our process is proactive and continuous, not reactive

Smart Decision Timeline (SDT)



or intermittent. Our cost estimating procedures are further detailed in section 3.9.3. Using our Smart Decision Timeline, we create a clear plan so that the City and the Design Team spend the right amount of time making the right decisions in the right order.

Scheduling Procedures

Clark/Hunt uses the latest in scheduling software, such as Primavera P6, along with collaborative lean construction practices to plan the most efficient construction processes. The overall project schedule is created in the earliest stages of preconstruction and continually maintained and detailed throughout the life of the project. Our scheduling procedures and planned approach are described in Section 3.9.3.

Project Control Procedures

Our project control systems provide a forum for enhanced communication between the team members while maintaining security of critical project information. Our team was an early adopter of web-based project management systems to automate and integrate our internal project management processes as well as provide our project team members with real-time access to project information wherever they may be located. We have successfully completed more than 500 projects with a value over \$25.3 Billion utilizing web-based project management systems. This has substantially enhanced our project team's productivity and electronic record keeping capability.

Primavera Project Management or an approved equivalent web-based system will support our team's specific Project Controls processes, including management of Contract Documents, RFIs, submittals, general correspondence, daily reports, meeting minutes, budget tracking, cost management, permit tracking, schedule of values, and progress payments,

all of which will be utilized on this project. With this web-based system, all information is archived, stored, and back-up by centralized computer systems. At the end of the project, electronic files can be produced with all the project documentation information can easily be accessed in the future.

Additional approaches for Project Controls include the use of tablet PCs, iPads and other mobile devices to access and manage project information. As the Building Information Models (BIM) continue to embed more and more critical information, the use of digital plan tables in construction is an effective way to maintain the latest project information anywhere on the project, whether it be for Quality Control or other processes.

Subcontractor Management Procedures

The success of the SDCC Expansion project depends on all of the team members, but especially from our subcontractor partners and suppliers.

Subcontractor Pre-Qualification: We begin the subcontractor management process by pre-qualifying all subcontractors to ensure their ability to complete the requested scope of work. This process includes review of the subcontractor's financial status, past performance on similarly sized projects, safety statistics, backlog and bonding ability, and local business and their commitment to the EEO goals. Clark/Hunt will require 100% payment and performance bonds from all subcontractors performing work in excess of \$100,000. Once a qualified subcontractor is selected utilizing the City's procurement procedure, Clark/Hunt will enter into a contract that ties them to important project requirements and City regulations as outlined in the RFP and Addenda.

Consistent with City of San Diego procurement regulations and requirements, Clark/Hunt will utilize contract exhibits to explain small business goals and EOC requirements, EEO policies and requirements, reporting, and other requirements. Further, we will implement established procedures to ensure timely and appropriate payment of first-tier and lower-tier subcontractors, and to monitor their financial stability. This allows us enough time to resolve a financial concern or replace a subcontractor if necessary without affecting project schedule.

- **Preconstruction Meetings:** We host individual preconstruction meetings with each subcontractor to review and commit to the policies and procedures of the jobsite. These meetings will also include a commitment to understanding the rules and regulations put in place to ensure minimal disruption to the activities at the site.
- **Shop Drawings and Material Submittals:** Clark/Hunt is sensitive to the importance of expediting the shop drawings, product submittal process and information requests. To control and monitor these activities with the subcontractors, we will develop and maintain logs for submittals, requests for information, field authorizations, scope changes, design changes, document revisions and payment applications.
- **Safety Assurance:** Our Safety Director and safety personnel working with our project team will be dedicated to monitoring the subcontractors' compliance with our rigorous site specific safety program.
- **Quality Control (QC):** Clark/Hunt will implement an on-site Quality Control Program with methods our guidelines to monitor and verify that each component is fabricated, constructed, installed, tested and documented to be in compliance with the Construction Documents.

- **Schedule Control:** We conduct weekly meetings with respective subcontractors to discuss progress, specific sequencing, problems and upcoming activities.
- **Change Management:** While we do not anticipate changes due to our extensive preconstruction effort, any changes that do arise will be carefully controlled to ensure their necessity and to evaluate their appropriate cost and impact on the project's budget and schedule.

Through close coordination with each trade contractor, we work with our subcontractors to achieve a high level of quality, safety, productivity, cost effectiveness and teamwork among our subcontractors and suppliers.

Construction Safety Policies and Procedures

Both Clark and Hunt proud of their safety programs and records, with Clark's EMR currently at 0.48 and Hunt's at 0.69. For Clark/Hunt, safety is a core value. Clark/Hunt will implement its rigorous safety program on the SDCC Expansion project. Both Clark and Hunt have committed the time and resources to train and certify a large percentage of our project team for the SDCC Expansion as Safety Trained Supervisors (STS) through the Board of Certified Safety Professionals.

Our team will provide a full-time Safety Manager, Danny Brown, to the project who will be supported by Clark's Director of Health and Safety, Fred Wilton. Officer-In-Charge Alan Petrsek and Superintendent Greg Groleau will support the Safety Team and reinforce safety protocols and procedures with employees and subcontractors. The Safety Team, however, remains independent of the production and supervisory staff, reporting directly to Project Manager Katie Twomey.

For our safety programs to be effective, we must instill safety as a common value among the workforce and

communicate our high expectations for safety down to each and every worker on-site. We do so through the following programs.

- **Safe Start:** Every subcontractor must complete the Safe Start process before performing any work on the SDCC site. This process involves submitting important safety paperwork and meeting with our project team to review our expectations for safety.
- **Site-Specific Orientation:** Every worker goes through a safety orientation includes a brief overview of safe work practices, as well as site-specific instructions regarding emergency procedures, security protocols, and fall protection.
- **Job Hazard Analysis (JHA) & Safe Plan of Action (SPA):** Each subcontractor must complete a Job Hazard Analysis (JHA) for each significant phase of work prior to the start of that work.
- **Job-Wide Safety Meetings** require the participation of every single worker on the entire job site and will be held every month to review safety concerns relevant to current and upcoming work. Incidents that occur in the preceding month are discussed as reminders of hazards to avoid.
- **Safety Recognition Program** will be implemented to encourage craft and management participation in the development of the on-site safety culture where workers are rewarded for exhibiting safe work practices and bringing issues to management's attention.
- **Weekly Toolbox Talks** will be a requirement of all subcontractors on the project.
- **Red Alerts** are lessons learned from accident and near-miss incidents that are issued regularly from our safety department to all our project team's staff.
- **Safety Culture Surveys and Action Plans:** Towards the beginning of the project and periodically thereafter, our team will conduct a safety culture survey that anonymously asks all workers on site what they think about the

project's safety programs and performance.

- **Tracking Leading Indicators:** Our project team will use the Latista software system to track the status of safety inspections and records in the field.

Quality Control Procedures

Integrated Preconstruction and Construction Approach

Clark/Hunt's participation throughout the preconstruction period provides a unique opportunity to establish an Integrated Quality Control Program for the SDCC Expansion project, which involves participation by all primary project stakeholders, throughout the preconstruction and construction periods.

A focus on quality issues prior to the start of construction, and a commitment from all parties to provide input on the critical quality expectations, is paramount to the success of this program. Continuity of the quality control program from preconstruction to construction and through commissioning and turnover is a key success factor for the project.

Clark/Hunt will implement the integrated quality program as outlined on pages 36-39 of our response to the RFQ.



The entire commissioning and close-out process is managed within the Latista system. All of the paperwork has been converted into digital form that can be completed on the tablets.

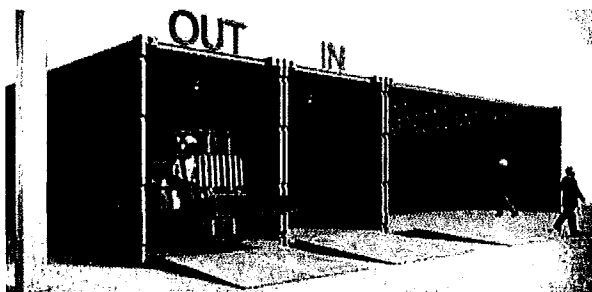
Phased Bid Packages

We have established the following Phased Design/Bid Packages to support the start of construction prior to final design completion and is phased to support the overall sequence of construction. The time for outreach, bidding, contract negotiations, material procurement and delivery have been accounted for in our schedule and linked to each of these associated Design/Bid Packages.

1. Package 1 – Make Ready Work – design requirements for utility and road work realignment
2. Package 2 – Civil – includes demo, grading, and utilities for new superstructure
3. Package 3 – Foundations – Includes pile design, pile caps and grade beams, and excavations
4. Package 4 – Structure – Includes superstructure
5. Package 5 – Exterior Skin
6. Package 6 – Architecture, and MEP systems including Fire & Life Safety

Temporary protection of occupants

A primary element of our protection of occupants and maintenance of operations will be our use of modular tunnel systems during construction. These systems will be used to provide emergency egress, worker access, as well as safe means for deliveries in and out of the existing building.

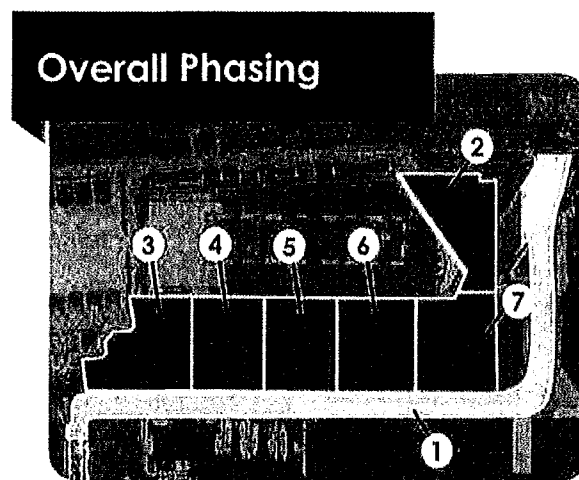


Modular Tunnel Systems to maintain access to existing exhibit halls.

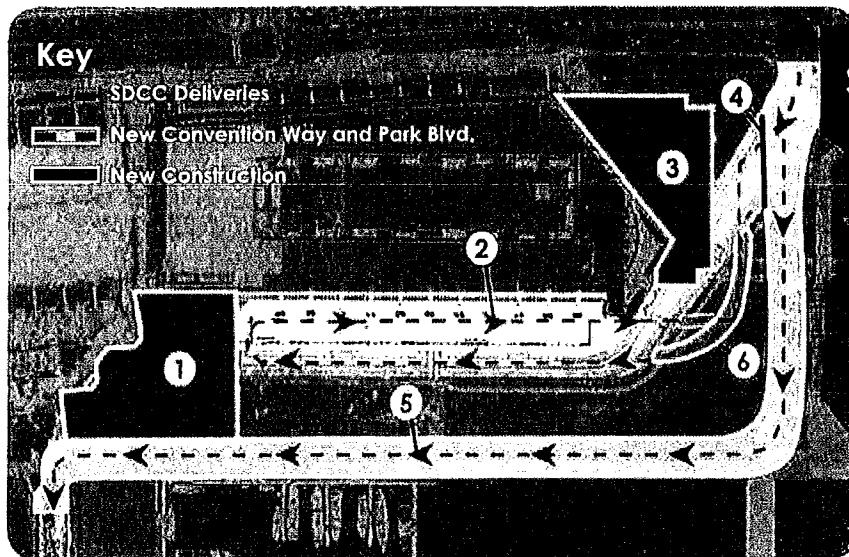
Sequence of Construction to allow Continuous Occupancy

We have established 7 major elements of the new expansion, depicted graphically, and listed below:

- ① Make Ready – Utility and Road Re-alignments
- ② Exhibit Hall H Northeast Expansion
- ③ Exhibit Hall D Expansion Including new docks
- ④ Exhibit Hall E Expansion including new docks
- ⑤ Exhibit Hall F Expansion including new docks
- ⑥ Exhibit Hall G Expansion including new docks
- ⑦ Exhibit Hall H South Expansion and new docks



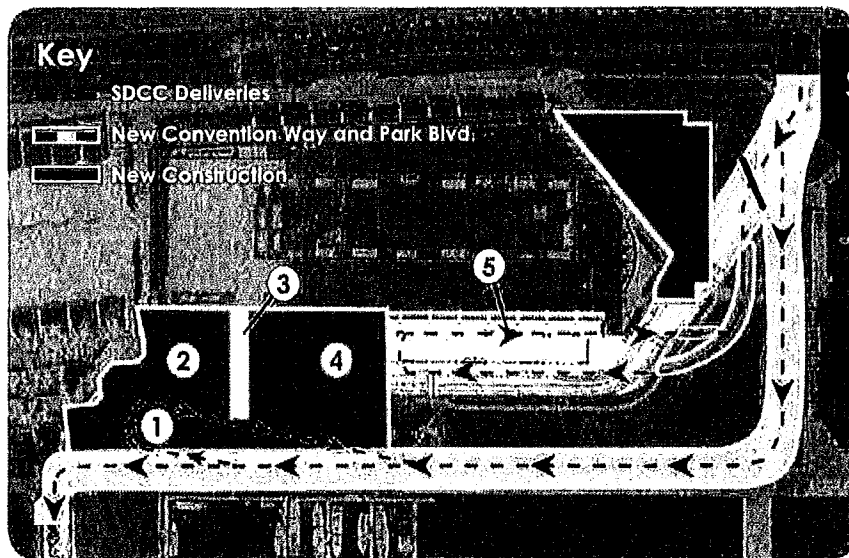
The “Make Ready” work will begin first with installing new major utilities at the new location of Convention Way and Park Boulevard. The work is planned to progress from West to East from Marina Parkway towards Park Boulevard and then North along Park Boulevard. Once new utilities are installed, the new roadwork will progress. We intend to leave existing utilities in place and operational until new infrastructure is installed, then systematically transferring services to the new infrastructure, eliminating any shut-downs of existing systems. Temporary systems will be evaluated during the actual transfer of systems. As make ready work is completed, we move into construction of the new superstructure.



Superstructure Phase 1

- ① Exhibit Hall D Construction
- ② Access to Existing Loading Dock
- ③ Exhibit Hall H Construction
- ④ Controlled Access Point
- ⑤ Public Access to Marina Pkwy
- ⑥ Temporary Service Road

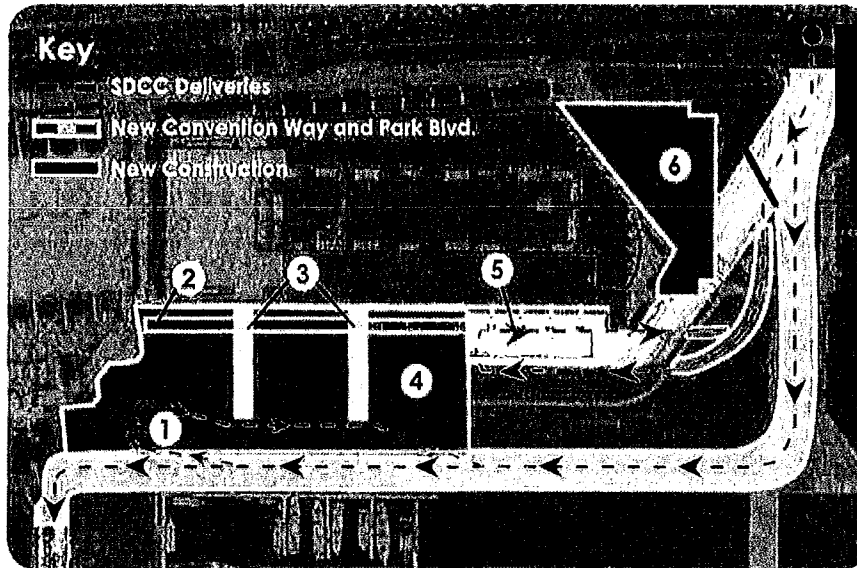
We will commence work at the Exhibit Hall H Northeast Expansion, as well as the Exhibit Hall D Expansion including new loading docks. This approach will provide for completion of the Hall H expansion in time for Comic-Con 2015. Deliveries and construction traffic will be maintained along the old Park Boulevard and Convention Way.



Superstructure Phase 2

- ① Access to new loading docks
- ② Exhibit Hall D topped out
- ③ Modular Tunnel System
- ④ Exhibit Hall E Construction
- ⑤ Access to Existing Loading Dock

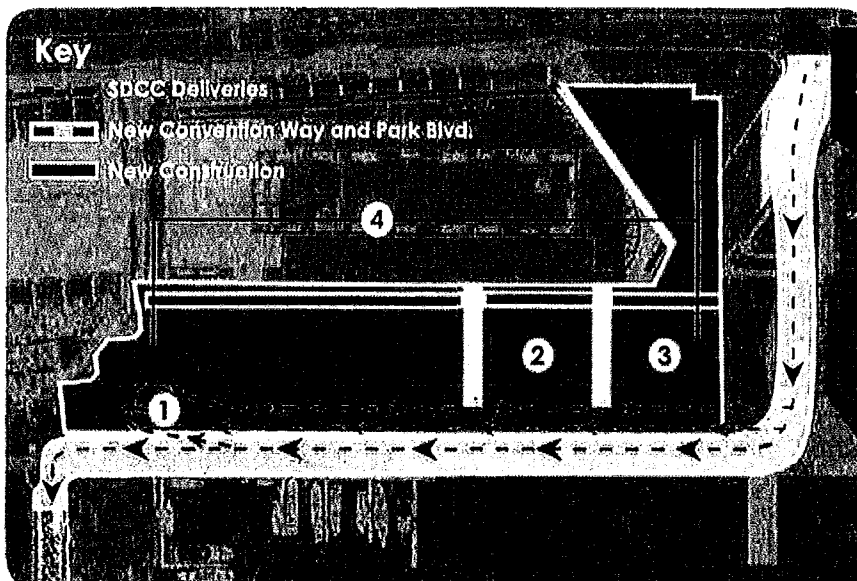
As the structure for the Exhibit Hall D nears completion, work in the new Exhibit Hall E commences. Access to Exhibit Hall D is now provided through the completed docks, with staff and delivery personnel protected through the modular tunnel system. The existing loading docks serving existing Halls F, G, remain operational and are accessed from the old Park Blvd and Convention Way.



Superstructure Phase 3

- ① Access to new loading docks
- ② Lateral Connectors & Egress
- ③ Modular Tunnel System
- ④ Exhibit Hall F Construction
- ⑤ Access to Existing Loading Dock
- ⑥ Exhibit Hall H Completed

Construction of the main expansion continues from West to East. It is during this phase that the Exhibit Hall H Northeastern expansion is completed and turned over for use by the Convention Center. A combination of temporary modular tunnel systems, existing loading docks, and egress paths are utilized during this phase to maintain back of house access and support construction progress.



Superstructure Phase 4

- ① Full access to all new loading docks
- ② Exhibit Hall G Construction
- ③ Exhibit Hall H Construction
- ④ Exhibit Halls completed and turned over prior to Comic-Con 2016

As the final stages of the superstructure are completed, and the existing loading docks are completely demolished, SDCC delivery access will be through the newly constructed loading docks and groups of modular tunnel systems. Prior to final completion of the project the entire new Exhibit Hall level will be turned over for use in major conventions.

3.9.2 The Proposal shall include a discussion on responding to RFIs, handling project changes including the line of communication with the Consultant, Subcontractors, and City staff.

General Policy and Approach: Our philosophy with regard to RFIs is to create a collaborative work environment and communication process that substantially reduces traditional RFIs. Through Clark/Hunt team's early involvement and co-location with the Design Team during the design process, we intend to reduce substantially the quantity of RFIs generated by solving issues early and efficiently. We talk and collaborate actively with our design partners, offer ideas and solutions to issues wherever possible, and to confirm those questions or RFIs – along with the agreed-upon solutions -- in writing. Our goal is to work collaboratively with our design partners – not to inundate them with traditional "RFIs." Additionally, we will involve subcontractor input as early as possible during preconstruction to address constructability and "bidability" issues prior to the competitive bid period further reducing RFIs.

Lines of Communication: At the outset of the project, Clark/Hunt will work with the City and the Design Team to establish lines of communication and protocols for questions, RFIs and possible changes. We will

establish expectations with regard to the role the City and the Design Team want to take in reviewing and responding to RFIs. The Clark/Hunt Team will receive all RFIs from subcontractors and prior to passing along to the City Staff or Design Team, Clark/Hunt will identify the information needed and either respond with a solution, or provide a recommendation along with RFI. Clark/Hunt schedules and conducts regular progress meetings at which the subcontractors, owner's representatives or design team can jointly discuss issues such as procedures, progress, coordination, quality, safety and scheduling. We will document these meetings and distribute them to the appropriate parties highlighting the action items, responsibility and response due dates. In addition to the routine progress meetings, the design team and City Staff will have real-time access to all project information to facilitate efficient communication and accountability through our project management tool Primavera Project Management or an approved equivalent.

Primavera Project Management will be the standard project management system for managing RFIs.

3.9.3 The Proposal shall include a description of the policies and procedures utilized by the CM for schedule and budget control.

A major project such as the Phase III Expansion is fluid and dynamic. One constant, however, will be that the Clark/Hunt team will never be without a road-map to maintain schedule and stay within budget. We will be open and transparent with those elements that have potential to impact the budget and/or schedule, and always prepared with an option or plan to deliver upon our promise.

Budget Control

Rather than controlling budget based on detailed designs, we will provide detailed cost models to guide and inform both the design and the City's decisions. At Notice to Proceed, we will immediately begin by creating a detailed and comprehensive Project Budget and Cost Model. Our process for developing this Budget Includes:

- Review and agree upon the format and budget breakdown with the City and the Design Team .
- Build a cost model based on conceptual design and our knowledge of similar convention centers and convention center expansions.
- Conduct take-offs and establish baseline quantities for every division.
- Validate pricing with our historical databases of material and labor costs.
- Apply our knowledge of current San Diego and other applicable market conditions and pricing
- Solicit pricing from subcontractors for major and/or critical aspects of the work.
- Assess and factor in level of labor and material availability risk.
- Integrate construction means, methods and productivity rates
- Identify long-lead and/or difficult items that may require early procurement to reduce risk.
- Identify any variations associated with phasing or sequencing options
- Confirm programming is met and identify discrepancies
- Preliminary Cost Estimate based on additional design information and project requirements
- 100% Schematic Design
- 30% Design Development
- 60% Design Development
- 100% Design Development
- 90% Construction Document – GMP Estimate

Each of these estimates will be assembled using much of the same processes used to establish the baseline budget. In addition, we will account for factors such as life cycle cost, LEED requirements, permitting plans, escalation, EOC guidelines, maintenance requirements, value engineering, phased occupancy, and broadened subcontractor involvement.

It is during the earliest phases of design that the project has the greatest opportunity to mitigate cost risk and reduce overall cost. The Clark/Hunt team will continually monitor costs and provide the City and Design Team information such as budget updates and targeted cost analyses to assist the design team and City in making decisions along the way. We use specific technologies, such as BIM, to provide real-time feedback on design options and changes. This approach eliminates wasted efforts by the Design Team and affords the City the most flexibility in evaluating options. We have developed an efficient model-based estimating system that utilizes Autodesk quantity take-off software (QTO), On-Screen Take-off software (OST) and integrates the quantity information with our estimating platform – MC². This powerful software allows us to read all elements and systems, directly from the BIM Model, and incorporate parameters associated with these elements and systems for use in our continually updated cost model.

We will then present our Project Budget and Cost Model to the City and Design Team during comprehensive review sessions to plan the way forward and establish elements of the cost model that require immediate detailed planning. This budget becomes the baseline by which all future budgets and costs are compared.

Milestone Estimates and Continuous Cost Estimating

Once the Project Budget and Cost Model are established, the Clark/Hunt team will provide milestone estimates and continuous cost estimating. Formal cost estimate packages will be provided at the following design milestones as required by the RFP:

Schedule Control

Clark/Hunt will immediately develop a comprehensive baseline schedule and expand as design develops. We will provide regular updates and use innovative techniques to maintain control of the schedule. In addition, we will reflect our understanding of the sequencing and flow of work, the physical constraints of the property, adjacent structures, utilities, and infrastructure, labor availability, as well as material lead times and availability.

Our scheduling policy will have the following objectives: Meet RFP and City requirements for format, cost loading, reporting procedures. Our schedule will be developed and maintained using the RFP-required Primavera software, specifically P6 Project Management.

Plan for flexibility in existing facility requirements: We will systematically document all of the potential scheduling constraints including show schedules, egress requirements, back-of-house access, permitting issues, utility and road re-alignment, and existing MEP infrastructure. Any one of these items has the ability to affect the proposed sequence of construction. We will maintain flexibility to establish an efficient sequencing plan to meet the demands of the City and SDCC operations.

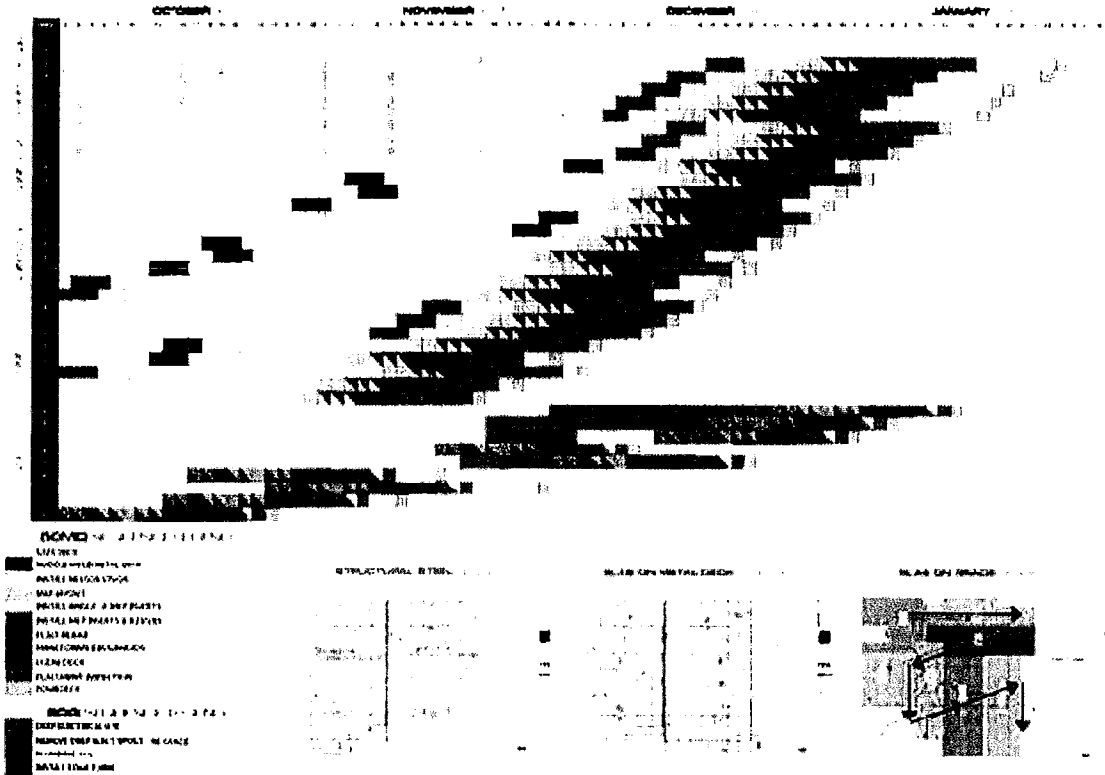
Collaborative Planning: Through the use of pull planning sessions, we can incorporate different project stakeholders in the process of creating the schedule. This process allows us to sequence the project with the end in mind. We establish project milestones and then work backwards to identify all the activities required to be completed by all team members to meet the goal. This process continues into construction as we bring the trade foremen together to plan the work.

Effective Communication: CPM schedules are powerful tools that manage the thousands of construction activities involved in a project; however, the information and logic they contain is not always obvious, especially for those not trained in reading CPM schedules. Therefore, we graphically depict the overall sequence of work by linking the P6 schedule to the Building Information Model (BIM) to create a "4D" model. This is helpful in understanding the interface of different building systems as well as graphically communicating the relation of any component of the building and its scheduled installation time. We then utilize Short Interval Production Schedules (SIPS) and graphic schedules to communicate a more detailed sequence of work, productivity rates, times associated with each trade, and the interdependence of trades.

The graphic on the following page shows a SIPS schedule for the interior finish trade sequencing on a recent project. Trades understand their relationship to follow-on work and can level their resources accordingly.

Continuous Updates: We regularly update the schedule to ensure that we clearly communicate the project status relative to the critical path and to key milestones. During Stage I, the construction schedule is reviewed as frequently as cost information is delivered. We analyze the schedule with every critical decision made by the team. As we enter into construction, we update schedules on a weekly basis. Look-ahead schedules and overall project schedules will be regularly reviewed and provided to the entire project team.

Example Short Interval Production Schedule (SIPS)



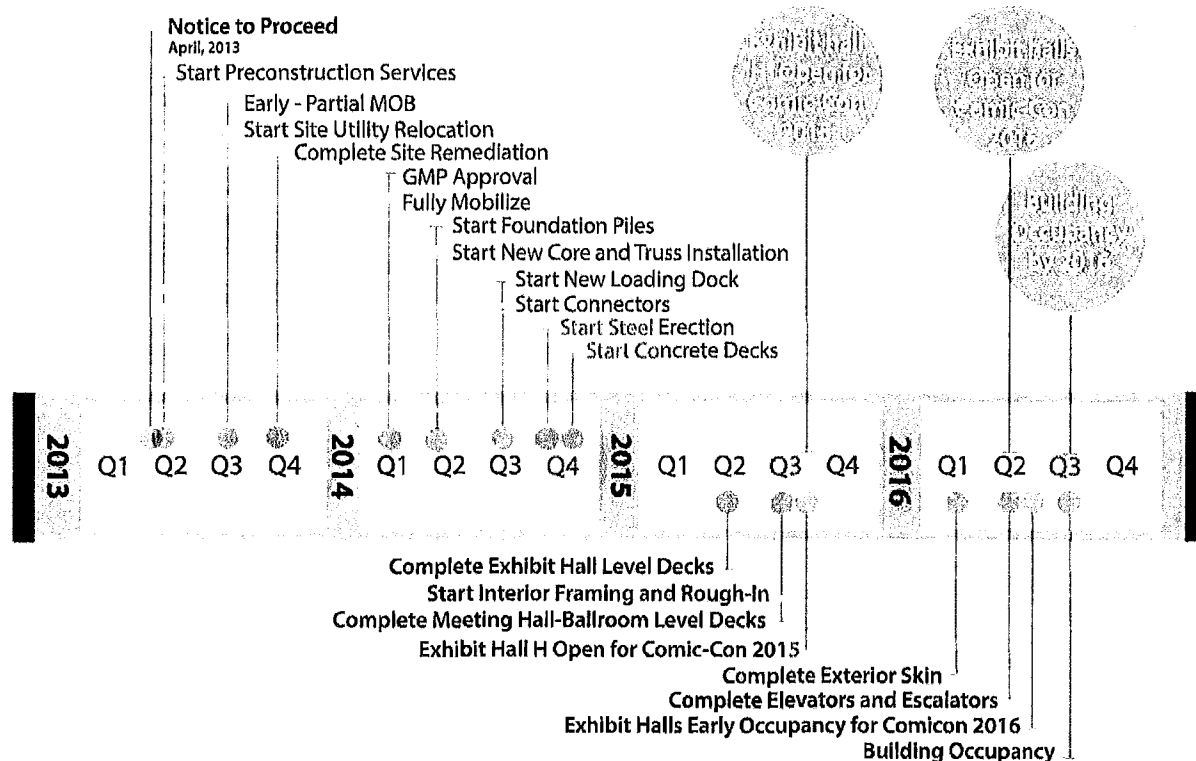
3.9.4 The Proposal shall include a discussion of the Critical Path Schedule from NTP to the GMP date and then for Construction through Acceptance assuming the milestone schedule provided in the RFP. The schedule must show a minimum of 40 activities on pages not smaller than 11X17. This schedule shall assume a "Start Date of April 1, 2013."

Critical Path Schedule

Clark/Hunt has developed a schedule which we have included later in this section. We outline design development of six design packages starting in April, 2013. These packages include Make-Ready, Civil, Foundations, Structure, Exterior Skin, and Architecture-MEP. The breakout of the packages facilitates phased permitting as well as managing of resources and procurement package groups. Collaborative review sessions will be held throughout the course of the design and approval process.

Make Ready Work Phase:

Make-Ready work will begin in the 3rd Quarter of 2013. Early Make-Ready work will include the relocation of the 5th Street Transportation office and the site utilities currently located within the expansion footprint. These will include Storm Drain, Sewer, Domestic Water, Fire Water, Gas and Electrical Duct. Utilities currently beneath Park Avenue and Convention Way will be relocated to the new locations. Current building services will be extended out to the new service locations beyond the limits of our construction. We will manage and schedule relocation work that will need to be



performed by local utilities, such as SDG&E that will need to be completed in the same time frame.

Environmental protection and SWPP protective measures, along with temporary signage, etc will be installed prior to any major work starting. It will be our primary focus at all times to minimize any disruption to the convention facilities and public access.

The installation of temporary means of emergency egress paths will be under development at this time for consideration in the overall design development. Access to and from the existing loading dock will not change through these early phases of the project. All unsuitable fill material will also be removed during the Make-Ready phase. Make-Ready will conclude the re-alignment of Park Avenue and Convention Way in July, 2014.

Site and Foundation Work

The survey, layout, and installation of piles will start in February, 2014. This work will progress from west to east across the new building footprint. The first phase will be in a southern "strip" and the second phase will be in the northern strip. The second phase will start at a point just east of the existing loading dock access, allowing the existing loading dock to maintain two-way access for as long as possible. The third phase will include the north-east Exhibition Hall Expansion (H).

Sound and Vibration sampling will be performed on a regular basis throughout the existing convention center to ensure sound and vibration are kept an acceptable level. All three phases of Foundation Pile work are scheduled to be complete by August 2014.

New Loading Dock Construction

The new concrete loading dock structure begins after Phase I of the piles. Completion of a major portion of this dock will allow demolition of the existing dock during the S.5-9 brace frame removals and new truss installation. Connector "tunnel" structures will be installed to maintain access and egress to and from existing halls.

Initial Structural Work

Two major structural elements (core structures) need to be constructed immediately following the foundations. These concrete structures are at column lines. This work requires demolition of existing structure and the construction of a rectangular arrangement of shear walls or new elements at both ends of the new S.5-9 truss. This new truss primarily serves to resist lateral seismic forces within the existing portion of the exhibit halls. Its installation allows for the removal of brace frame structures that currently exist in the loading dock area.

Steel Erection

Steel Erection will begin in September 2014 as phase 3 foundation work is completing. Erection will progress from west to east. The new S.5-7 line truss will be installed in segments during this time frame while the demolition of existing brace frame occurs subsequent to. This work progresses from west to east thus maximizing the time frame that the existing dock can be used with access through current loading dock exit door. Phase 3 steel erection will include the re-framing and installation of trusses at the existing Exhibit Hall H. The structure will be substantially complete in October 2015.

Building Envelope

Exterior skin work comprised of precast, stucco, curtain wall, and storefront systems will start in late October, 2015 and be ongoing through May, 2016

Mechanical, Electrical and Plumbing

Overhead MEP rough-in begins at the exhibit hall level as early as June, 2015. This work progresses through the Mezzanine levels and wraps up in the upper meeting room/ballroom level in January, 2016. Other Rough-in work including wall framing, operable partitions, coiling doors, and operable glass will complete during April of 2016.

Elevator and Escalator Installations, ongoing from December, 2015, will complete in April 2016.

Interior Finishes

Interior Finishes including Wall and Floor Coverings, Lighting, Diffuser, Plumbing fixtures, doors and hardware, and other devices and trim, follows the same progression. This work will commence at the lower exhibition hall level in November, 2015 and concludes at the upper level in April 2016

Commissioning and Completion

Our schedule strategy includes completing all building work and obtaining occupancy prior to Comic-Con in July 2016. Sitework and exterior features including canopies will wrap up in July 2016. As work concludes, punchlists, testing, and inspections will be underway from April through July 2016. Air-balance and commissioning will be ongoing and allow for occupancy in July 2016. Fire-Life-Safety testing and Final Inspections should complete in late October allowing for occupancy by November 1, 2016.

The Proposal shall include a discussion of the design reviews, construction activities, review cycles, procedures that will minimize impacts to existing staff and the community and a general discussion of the CM's ability to meet the ultimate milestone deadline for completion of both stages.

We are keenly aware of The City's limited staff and time availability and we will work to simplify and minimize these demands into a manageable format. First, milestone review cycles will be clearly delineated on a simplified and clearly understood project schedule. This schedule will be overlaid onto the Convention Center's Schedule of Events. There will be interim checkpoints whereby progress, alternatives, and decisions can be made. Our close proximity to City offices, plus utilizing website meetings to facilitate decision making.

The value that the CM brings to the table is the ability to collaborate with the design team during the design phases in order that designs presented are in concert with the project budget and schedule. We have the ability to bring "real-time" budget and constructability certainty to assist the decision-making process. Design presentation meetings shall be planned to convey the information clearly and efficiently. This can best be illustrated by three-dimensional representation, broken down into small increments in order to identify potential conflicts, so that all stakeholders have a clear understanding of the design. By using the BIM model, design alternatives can be clearly presented and direction solicited. It is also a valuable tool that can be utilized for presentations to client stakeholders, city-governing groups, and to community groups. Clark/Hunt will advise on cost, constructability, value engineering and schedule impacts of design direction or alternatives. These techniques facilitate decision-making and build consensus among the project team

and project stakeholders.

Another technique to facilitate design review is the ability to provide "over-the-shoulder" electronic reviews as the design progresses. Auto-Desk "Navisworks," a BIM model viewing tool, allows on-line interim review and comment by team members. At the end of each project milestone, there will be adequate time dedicated for client review and comment; however the design review becomes a formality as key team members have participated during the course of the design process. Clark/Hunt's responsibility is to be the voice of reality in terms of cost, constructability, value engineering and schedule compliance.

Ability to Meet the Ultimate Milestone Deadlines for Both Stages

The processes described above and throughout our proposal enhance our ability to meet the ultimate milestone deadline for both stages. We have utilized these processes and procedures to meet aggressive schedules for complex convention center projects across the country. Project challenges and issues as discussed earlier in the proposal have been identified and preliminary solutions developed and the proposed. With an excellent conceptual plan in place and an experienced team focused on your project, Clark/Hunt will meet the ultimate milestone deadline for both stages while maintaining quality, safety, community goals and relationships while minimizing impact to the existing facility operations.

3.9.5 The City will value Proposal that demonstrates the CM's ability and experience to implement and utilize 3D and 4D Virtual Design and Construction (VDC)

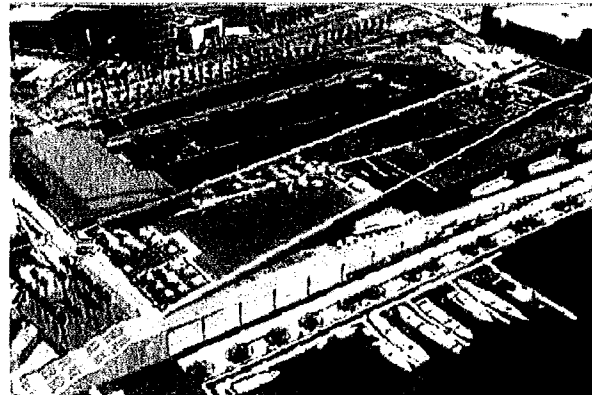
Clark/Hunt is a recognized leader in Building Information Modeling (BIM) technology and utilizes cutting edge technology throughout every phase of the project from Conceptual Design through Facilities Management Modelling.

The technology utilized for each project is tailored specific to the project stakeholders to eliminate redundancy and efficiently integrate all information effectively.

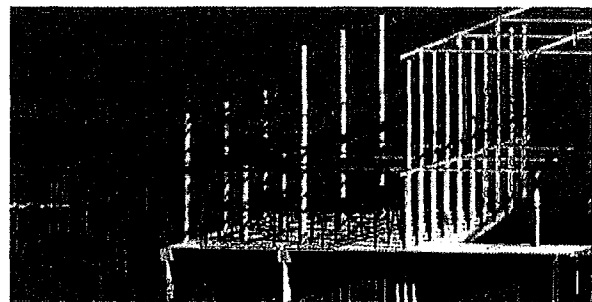
We have an in-house BIM department working out of our local San Diego office as well as national support from both firms who routinely support our most complex and intricate projects. Leveraging our team's experience with BIM, throughout all stages of preconstruction and construction, enables us to communicate the design, schedule and cost estimate in 3D, 4D and 5D.

Our model will also be utilized for Target Value Design by establishing the team's desired schedule and budget. All deviations will be reflected in real time in both the budget and schedule. This provides the City, Fentress and supporting consultants real-time information and a holistic view of project as the design changes throughout preconstruction.

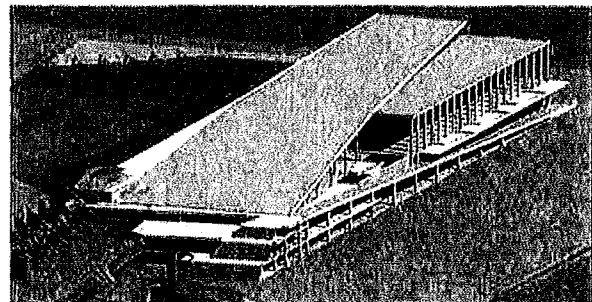
To gain a comprehensive understanding of the SDCC Expansion, and the detailed planning required to ensure construction is phased to not interrupt ongoing operations, Clark/Hunt has fully modeled the Expansion as demonstrated throughout this proposal. Like with all of our complex projects, we have modeled the project to better understand and develop a detailed approach, schedule and budget to



SDCC Conceptual Building Massing



Clark/Hunt Structural Steel Model



Clark/Hunt SDCC expansion building model

foresee any problems or impacts at this stage of the program. We will work closely with the City, Fentress and their design consultants providing interdisciplinary coordination, design visualization, systems integration, clash detection, construction planning, site logistics, and overall execution.

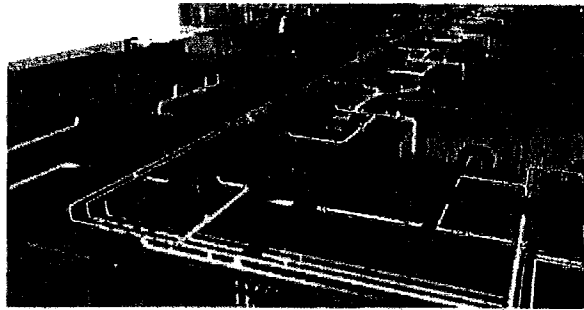
We will integrate BIM into all aspects of the project including, **3D Design/Trade Coordination, 4D Scheduling, and 5D Cost Modeling**, as well as updates during construction for any changes and document existing conditions to provide a model that accurately reflects as-built conditions. The City will have a clear understanding of the project details, existing and new utilities/infrastructure, systems and equipment, cost, and schedule prior to starting construction. Our utilization of BIM will also provide clear and accurate documentation that will enable us to receive the most aggressive pricing from the local subcontracting community due to our clear, concise, and accurate design and bidding documents.

The Clark/Hunt Team is currently coordinating MEP/FP systems in 3D on a total of 45 projects nationally. The team BIM Manager, Eric Queen, will run the coordination meetings attended by the City's consultant, Clark/Hunt trade managers, and subcontractors. The BIM coordination meetings will be held on a frequency that will facilitate completion of coordination per the project schedule. A BIM Room will be set up with large LCD monitors and sufficient workspace for City Staff, consultants, and Clark/Hunt team member to view the model. During these meetings the team will review new and updated construction models to collaborate on collision resolution, review constructability issues, and distribute other pertinent project information.

We recognize the tremendous amount of work and effort that goes into sustaining a facility, and we understand the importance of maintaining accurate project information over the life of a building. To help the SDCC efficiently maintain the new facility and maximize life cycle cost, our team will deliver a FIM ready model at the close of the project. Our team will take BIM one step further with our "BIM to FIM" ready model that connects directly to your facilities



BIM Coordination Meetings



MEPF Systems Clash Detection

management system for immediate access to facility information required for maintenance and operations. Room and space data, equipment, product data, and warranty information will be made available to SDCC for operations, maintenance, and archival use. This model directly links all project components for ease of use. This is the final step in the BIM model closeout and transition to our owners. The updated FIM model can be used for startup, commissioning, operations, and maintenance, which saves time and money by having direct access and meaningful information at your fingertips. The FIM model will reduce the six to nine month delay associated with having updated information input into the facilities management system. This enables facilities maintenance personnel to quickly identify information.

Clark/Hunt BIM Experience

TECHNOLOGY	CURRENT PROJECTS
Laser Scanning	5
3D Coordination	45
4D Scheduling	18
5D Estimating	5
6D FM	2
Assemble Systems	2
Multivista	4

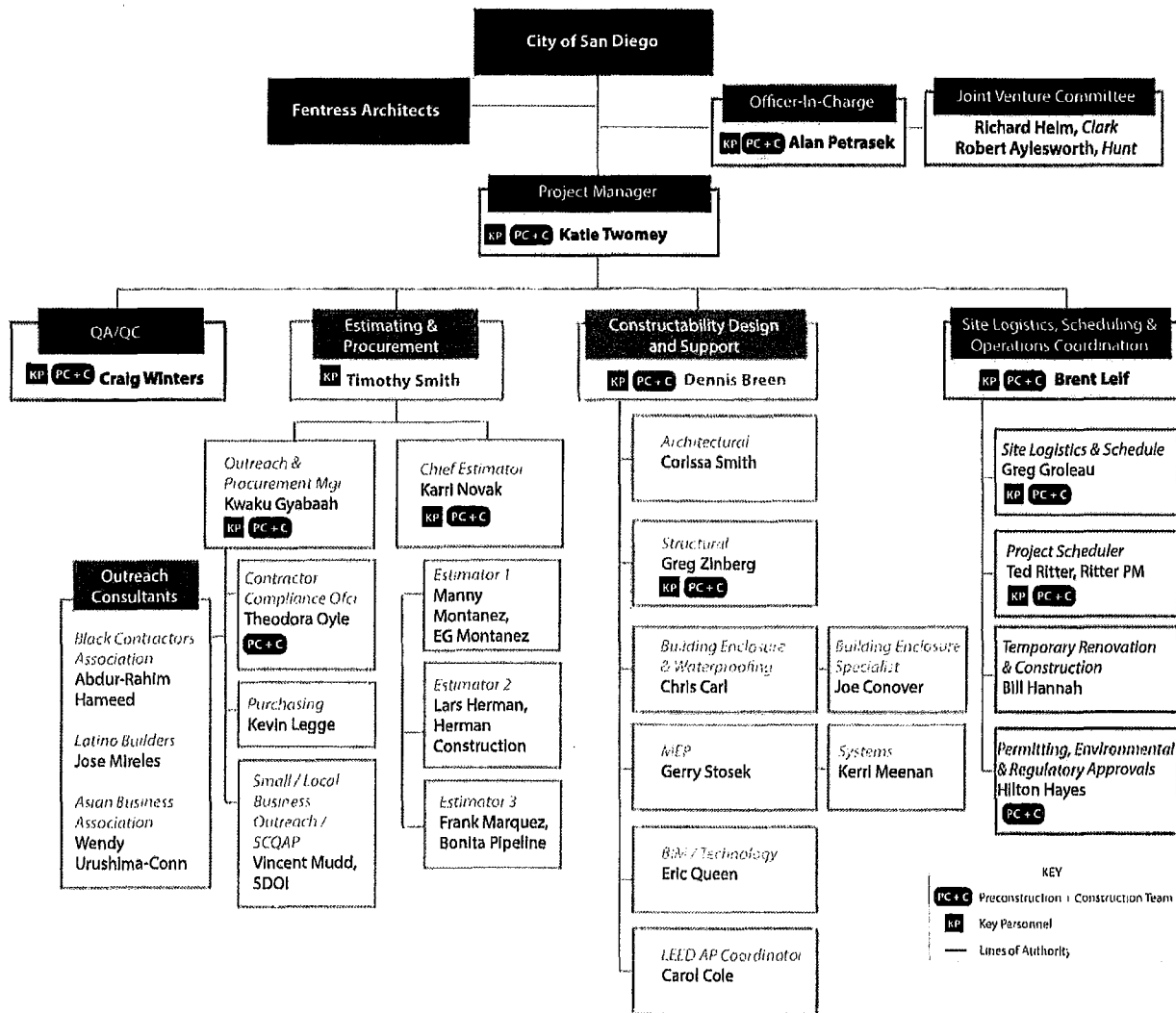
Activity ID	Activity Name	DUR (Start-Finish)	2013												2014												2015												2016												2017											
			O	N	D	J	F	M	A	May	J	Jul	A	S	O	N	D	J	F	M	A	May	J	Jul	A	S	O	N	D	J	F	M	A	May	J	Jul	A	S	O	N	D	J	F	M	A	May	J	Jul	A	S	O	N	D	J	F	M	A	May	J	Jul	A	S
CONSTRUCTION SUMMARY			788	01-Jul-13	14-Jul-16																																																									
EARLY OCCUPANCY AT EXHIBIT HALL 'H' FOR COMIC CON 2015			203	01-Jul-13	15-Nov-15																																																									
C01005	EARLY/PARTIAL MOB	0 01-Jul-13*	◆ EARLY-PARTIAL MOB																																																											
C01108	SOCC-COMIC CON 2015	0 18-Jul-13*	◆ SOCC-COMIC CON 2015																																																											
C01020	MAKE-READY WORK	238 22-Jul-13	MAKE-READY WORK																																																											
C01040	SITE UTILITIES	171 29-Jul-13	SITE UTILITIES																																																											
C01030	SITE REMEDIATION	84 15-Aug-13*	SITE REMEDIATION																																																											
C01118	SOCC-NEUROSCIENCE SOCIETY 2015	0 12-Nov-13*	◆ SOCC-NEUROSCIENCE SOCIETY 2015																																																											
C00280	EXTERIOR SKIN PROCUREMENT AND FABRICATION	220 28-Jan-14	EXTERIOR SKIN PROCUREMENT AND FABRICATION																																																											
C01010	MOBILIZATION	10 03-Feb-14	☐ MOBILIZATION																																																											
C00280	MEP EQUIPMENT PROCUREMENT AND FABRICATION	220 27-Mar-14	MEP EQUIPMENT PROCUREMENT AND FABRICATION																																																											
C01080	ACCESS CONNECTORS	108 25-Aug-14	ACCESS CONNECTORS																																																											
STRUCTURE			450	15-Jan-14	21-Oct-15																																																									
C00470	ENGINEERING & PERMITS AT EXHIBIT HALL 'H'	100 07-Nov-13	ENGINEERING & PERMITS AT EXHIBIT HALL 'H'																																																											
C00440	EARLY STEEL MODIFICATIONS AT EXHIBIT HALL 'H'	06 04-Apr-14	EARLY STEEL MODIFICATIONS AT EXHIBIT HALL 'H'																																																											
C00430	TRUSS INSTALLATION AT EXHIBIT HALL 'H'	44 27-May-14	TRUSS INSTALLATION AT EXHIBIT HALL 'H'																																																											
C00450	REPLACE EXTERIOR WALL AT EXHIBIT HALL 'H'	86 29-Oct-14	REPLACE EXTERIOR WALL AT EXHIBIT HALL 'H'																																																											
C00460	MEP AND FINISHES AT EXHIBIT HALL 'H'	90 29-Oct-14	MEP AND FINISHES AT EXHIBIT HALL 'H'																																																											
C00490	EARLY TESTING-INSPECTIONS FOR EXHIBIT HALL 'H'	40 19-Mar-15	EARLY TESTING-INSPECTIONS FOR EXHIBIT HALL 'H'																																																											
C00500	BENEFICIAL OCCUPANCY FOR EXHIBIT HALL 'H'	0	◆ BENEFICIAL OCCUPANCY FOR EXHIBIT HALL 'H'																																																											
C01060	SOCC-R&R MARATHON 2015	0 23-May-15*	◆ SOCC-R&R MARATHON 2015																																																											
C01160	SOCC-COMIC CON 2015	0 16-Jul-15*	◆ SOCC-COMIC CON 2015																																																											
C01170	SOCC-NEUROSCIENCE SOCIETY 2015	0 13-Nov-15*	◆ SOCC-NEUROSCIENCE SOCIETY 2015																																																											
C00270	STEEL PROCUREMENT AND FABRICATION	210 15-Jan-14	STEEL PROCUREMENT AND FABRICATION																																																											
C01050	FOUNDATION PILES	126 19-Feb-14	FOUNDATION PILES																																																											
C01200	CORE STRUCTURES @ S-5-7 LN	110 06-Apr-14	CORE STRUCTURES @ S-5-7 LN																																																											
C01070	PILE CAPS & GRADE BEAMS	110 23-Apr-14	PILE CAPS & GRADE BEAMS																																																											
C01120	SOCC-R&R MARATHON 2014	0 20-May-14*	◆ SOCC-R&R MARATHON 2014																																																											
C01075	GRADE LEVEL SHEAR WALLS	130 27-Jun-14	GRADE LEVEL SHEAR WALLS																																																											
C01130	SOCC-COMIC CON 2014	0 17-Jul-14*	◆ SOCC-COMIC CON 2014																																																											
C01210	CLEAN BACKFILL	140 30-Jul-14	CLEAN BACKFILL																																																											
C01080	LOADING DOCK STRUCTURE A	106 11-Aug-14	LOADING DOCK STRUCTURE A																																																											
C01140	STEEL FRAMING	110 17-Sep-14	STEEL FRAMING																																																											
C01130	TRUSS INSTALLATION @ S-5-7 LN	88 01-Oct-14	TRUSS INSTALLATION @ S-5-7 LN																																																											
C01120	BRACE FRAME REMOVALS AT EXISTING LOAD DOCK	60 15-Oct-14	BRACE FRAME REMOVALS AT EXISTING LOAD DOCK																																																											
C01140	SOCC-NEUROSCIENCE SOCIETY 2014	0 14-Nov-14*	◆ SOCC-NEUROSCIENCE SOCIETY 2014																																																											
C01150	EXHIBIT HALL DECKS (LOWER LEVEL)	90 19-Nov-14	EXHIBIT HALL DECKS (LOWER LEVEL)																																																											
C01160	MEZZANINE LEVEL DECKS	44 02-Dec-15	MEZZANINE LEVEL DECKS																																																											
C00300	FIREPROOFING	110 01-Apr-15	FIREPROOFING																																																											
C01170	MEETING ROOM/BALLROOM LEVEL DECKS (UPPER LEVEL)	66 16-Apr-15	MEETING ROOM/BALLROOM LEVEL DECKS (UPPER LEVEL)																																																											
C01180	ROOF TOP LEVEL DECKS (LEVEL R)	88 18-Jun-15	ROOF TOP LEVEL DECKS (LEVEL R)																																																											
MEP / INTERIORS			343	15-Mar-15	16-Apr-16																																																									
C00190	OVERHEAD MEP	158 18-May-15	OVERHEAD MEP																																																											
C00210	CENTRAL UTIL PLANT EXPANSION	160 18-May-15	CENTRAL UTIL PLANT EXPANSION																																																											
C00200	INTERIOR FRAMING & ROUGH-IN (LOWER LEVEL)	72 21-Jul-15	INTERIOR FRAMING & ROUGH-IN (LOWER LEVEL)																																																											
C00350	INTERIOR FRAMING & ROUGH-IN (MEZZ LEVEL)	90 18-Sep-15	INTERIOR FRAMING & ROUGH-IN (MEZZ LEVEL)																																																											
C00220	INTERIOR FINISHES (LOWER LEVEL)	86 05-Oct-15	INTERIOR FINISHES (LOWER LEVEL)																																																											
C00360	INTERIOR FRAMING & ROUGH-IN (UPPER LEVEL)	87 30-Oct-15	INTERIOR FRAMING & ROUGH-IN (UPPER LEVEL)																																																											
C00370	INTERIOR FINISHES (MEZZ & UPPER LEVEL)	85 14-Dec-15	INTERIOR FINISHES (MEZZ & UPPER LEVEL)																																																											
C00350	ELEVATORS/ESCALATORS	90 18-Dec-15*	ELEVATORS/ESCALATORS																																																											
C00510	NEW BUILDING ENERGIZE	0 31-Dec-15*	◆ NEW BUILDING ENERGIZE																																																											
EXTERIORS / SITEWORK			271	21-Jul-15	01-Jun-16																																																									
C00270	EXTERIOR FRAMING	120 21-Jul-15	EXTERIOR FRAMING																																																											
C00400	WATERPROOFING & ROOFING	105 21-Jul-15	WATERPROOFING & ROOFING																																																											
C00330	EXTERIOR PRECAST-STUCCO	66 23-Sep-15	EXTERIOR PRECAST-STUCCO																																																											
C00340	EXTERIOR CURTAIN WALL & STOREFRONTS	125 23-Sep-15	EXTERIOR CURTAIN WALL & STOREFRONTS																																																											
C00480	ROOF TOP STRUCTURES AND GREEN ROOF	165 06-Oct-15	ROOF TOP STRUCTURES AND GREEN ROOF																																																											
C00250	SITEWORK	88 28-Jan-16	SITEWORK																																																											
EARLY EXHIBIT HALL OCCUPANCY FOR COMIC CON 2016			0	29-Apr-16*	14-Jul-16																																																									
C00120	EARLY NEW EXHIBIT HALL OCCUPANCY FOR COMIC CON 2016	0	◆ EARLY NEW EXHIBIT HALL OCCUPANCY FOR COMIC CON 2016																																																											
C01180	SOCC-R&R MARATHON 2016	0 27-May-16*	◆ SOCC-R&R MARATHON 2016																																																											
C01190	SOCC-COMIC CON 2016	0 14-Jul-16*	◆ SOCC-COMIC CON 2016																																																											
TESTING-COMMISSIONING-FINAL INSPECTIONS			112	25-Jun-16	13-Jul-16																																																									
C00240	TESTING & INSPECTIONS	66 25-Jun-16	TESTING & INSPECTIONS																																																											
C00300	PUNCHLISTS	88 25-Feb-16	PUNCHLISTS																																																											
C00230	A-B / COMMISSIONING	44 18-Mar-16	A-B / COMMISSIONING																																																											
C00410	FIRE-LIFE-SAFETY TESTING	10 01-Apr-16	FIRE-LIFE-SAFETY TESTING																																																											
C00420	FINAL INSPECTIONS	15 19-May-16	FINAL INSPECTIONS																																																											
C00110	CONSTRUCTION COMPLETE	0	◆ CONSTRUCTION COMPLETE																																																											

Organization and Staffing: 3.10

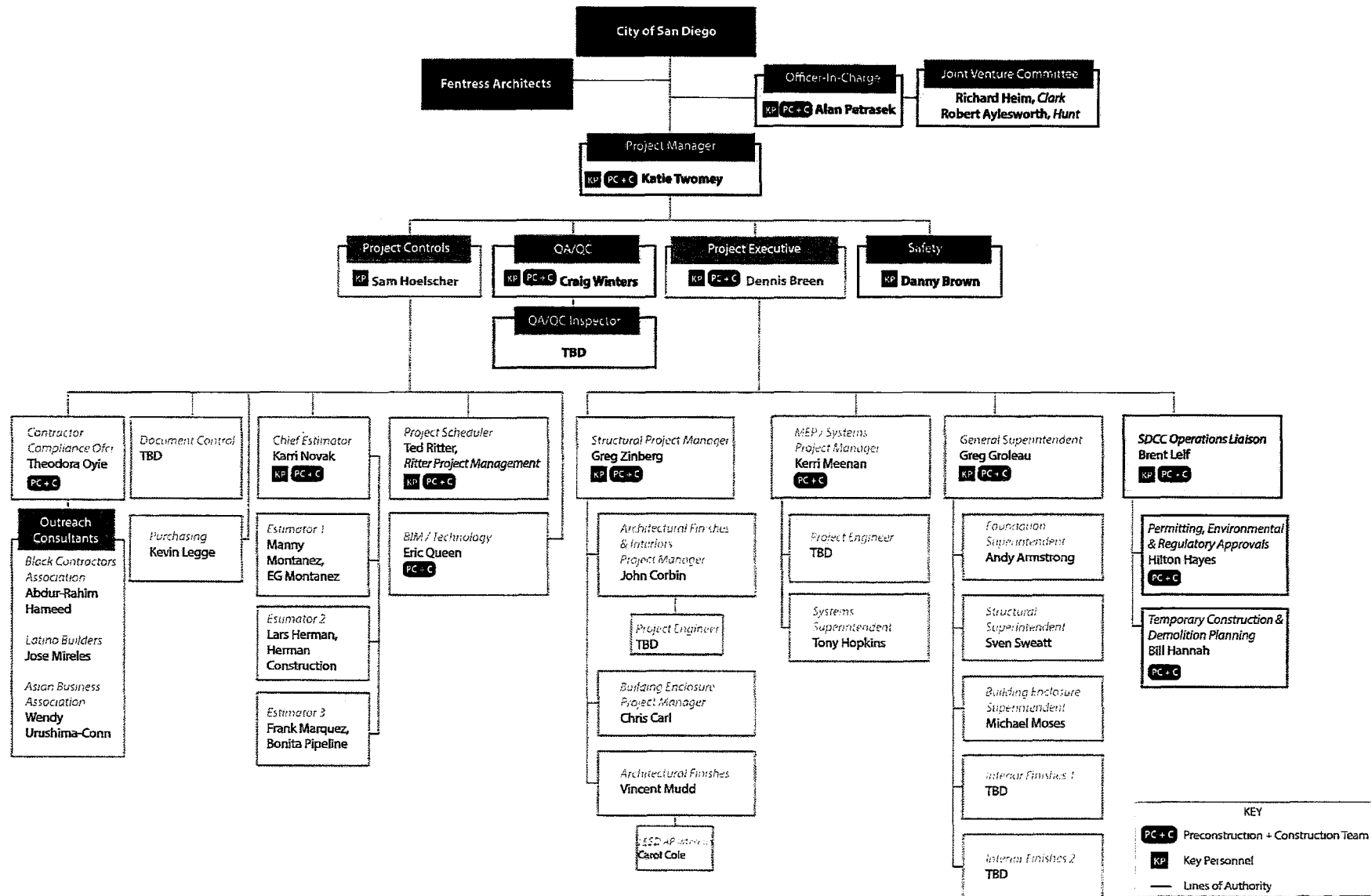
3.10.1 The CM shall provide an updated and expanded organization chart that depicts the CM's staffing for the Project based on the CM's understanding of the requirements of the PSA and CSA.

Preconstruction

In this section you will find an updated and expanded organizational chart for both the Preconstruction and Construction phase of the SDCC expansion project. In addition to our proposed project team as illustrated in our response to Request for Qualifications (Section 2.10 - Project Organization and Key Personnel), we have added LEED AP Coordinator - Carol Cole to our team as well as small business partners: EG Montanez Construction, Inc., Herman Construction Group, and Bonita Pipeline, Inc.



Construction



3.10.2 Below is a spreadsheet of our staffing plan that identifies key and other staff members, their current assignment, and when they will be released from their current assignment.

Staffing Plan

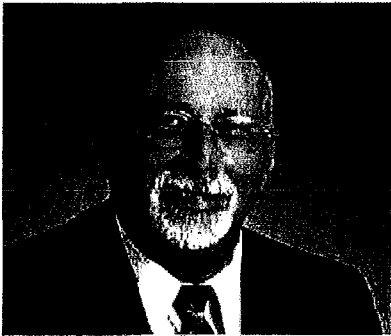
NAME	ROLE	PRECON	CON	CURRENT LOCATION	DATE AVAILABLE FOR SDCC
Richard Heim	JV Committee	X	X	Clark Costa Mesa Office	Immediately
Robert Aylesworth	JV Committee	X	X	Hunt Irvine Office	Immediately
Alan Petrasek	Officer-In-Charge	X	X	Clark San Diego Office	Immediately
Katie Twomey	Project Manager	X	X	Naval Replacement Hospital, Camp Pendleton	Immediately
Dennis Breen	Team Leader - Constructability & Design Support	X	X	Clark San Diego Office	Immediately
Brent Lelf	Team Leader - Site Logistics & Operations Coordination	X	X	Hunt Phoenix, AZ Office	Immediately
Timothy Smith	Team Leader - Estimating & Procurement	X		Hunt Phoenix, AZ Office	Immediately
Karri Novak	Chief Estimator	X	X	Clark Costa Mesa Office	Immediately
Kwaku Gyabaah	Procurement Manager	X		Clark Costa Mesa Office	Immediately
Kevin Legge	Purchasing Manager	X	X	Clark San Diego Private Office Building	May 2013
Craig Winters	QA/QC Officer	X	X	Naval Replacement Hospital, Camp Pendleton	April 2013
Dan Brown	Safety Officer	X	X	LAX Central Utility Plant	March 2013
Sam Hoelscher	Project Controls		X	Naval Replacement Hospital, Camp Pendleton	April 2013
Vincent Mudd	Finishes	X	X	SDOI - Home Office	Immediately
Theodora Oyle	Contractor Compliance Officer	X	X	Clark San Diego Office	Immediately
Corissa Smith	Architectural	X	X	Hunt Phoenix, AZ Office	March 2013
Greg Zinberg	Structural	X		Clark Costa Mesa Office	Immediately
Chris Carl	Building Enclosure	X	X	San Diego Private Office Bldg	April 2013
Gerry Stosek	MEP	X		Clark Bethesda, MD Office	Immediately
Kerri Meenan	Systems	X	X	Naval Replacement Hospital, Camp Pendleton	March 2013
Eric Queen	BIM / Technology	X	X	Naval Replacement Hospital, Camp Pendleton	March 2013
Greg Groleau	Site Logistics & Schedule Planning	X	X	Long Beach Federal Courthouse	Immediately
Ted Ritter	Project Scheduler	X	X	Hunt Phoenix, AZ Office	Immediately
Bill Hannah	Temporary Construction & Demolition Planning	X	X	Hunt Phoenix, AZ Office	Immediately
Hilton Hayes	Permitting, Environmental & Regulatory Approvals	X	X	Clark San Diego Office	Immediately

3.10.3 The Staffing Plan shall include the leadership of the team, the accountability of the team leader, the lines of authority, and shall be consistent with the Critical Path Schedule. The Proposal shall identify all key staff for Stage I services and Stage II services (consistent with individuals identified in RFQ process). Provide 1 page resumes for each individual identified, including their relevant experience with construction projects in excess of \$250 million. Include experience of the local office and staff who will be assigned to this project in large public assembly facility construction such as convention centers, stadiums, ballparks, and airports, and significant green roof facilities.

Resumes of our Key Personnel can be found in our response to the Request for Qualifications Section 2.10 - Project Organization and Key Personnel. In addition to our proposed key Personnel previously submitted, we have enclosed in the following pages, one page resumes for new members of our team. Below we have highlighted our Key Personnel's credentials as requested in the RFP.

Key Personnel Submitted in RFQ	Construction Projects in excess of \$250 M	Convention Centers	Large Assembly Area / Exhibition Space	Stadiums / Ballparks	Urban Setting	Early Project Involvement	Construction while Maintaining Existing Operations	Local San Diego Experience	CM @ Risk / GMP Delivery	LEED Experience	Over 10 Years Experience
Alan Petrasek Officer-In-Charge	X		X	X	X	X	X	X	X	X	X
Katie Twomey Project Manager	X	X	X		X	X	X	X	X	X	X
Timothy Smith Team Leader - Preconstruction	X	X	X	X	X	X	X		X	X	X
Dennis Breen Team Leader - Construction	X	X	X	X	X	X	X	X	X	X	X
Brent Leif Team Leader - SDCC Operations	X	X	X	X	X	X	X		X	X	X
Greg Groleau General Superintendent	X	X	X		X	X	X	X	X	X	X
Karri Novak Chief Estimator	X	X	X	X	X	X	X	X	X	X	X
Craig Winters QA/QC Officer	X	X	X	X	X	X	X	X	X	X	
Danny Brown Safety Engineer	X				X	X	X		X	X	X
Sam Hoelscher Project Controls Manager	X		X		X	X	X	X		X	
Greg Zinberg Sr. Project and Structural Manager	X		X		X	X	X		X		X
Ted Ritter Project Scheduler	X	X	X		X	X	X	X	X	X	X
Kwaku Gyabaah Procurement Manager	X				X	X	X	X	X	X	
Theodora Oyle Contractor Compliance Officer			X	X	X	X	X		X	X	

TONY HOPKINS, LEED AP
SYSTEMS SUPERINTENDENT



CURRENT ROLE AND RESPONSIBILITIES

Tony has spent more than four decades in the construction industry learning systems designs and coordination. He puts that knowledge to work supervising of all mechanical, electrical and plumbing activities on project site and helps facilitate trade/sub contractor interrelationships. His keen skills in coordination with architectural and structural trade/subcontractors work equates to less re-work and more money and time savings in the field. Tony reviews M/E/P shop drawings and submittals for completeness and accuracy as well as for potential conflicts and distributes updated documents to trade/sub contractors and suppliers. Tony is also involved with planning and coordinating training programs for the owner's operating personnel and he handles the management of commissioning and turnover of systems.

Recent representative projects from Mr. Hopkins's portfolio include:

COMPANY EXPERIENCE

40 years of construction experience

Hunt Construction
Superintendent
2000 - Present

**PROFESSIONAL
CERTIFICATIONS/
REGISTRATIONS**

- OSHA Construction 30 Hour
- LEED Accredited Professional - U.S. Green Building Council
- Public Speaking Training - 20 Hour
- Maricopa Skills Center Advisory Board

RELEVANT PROJECT EXPERIENCE

Phoenix Convention Center Expansion, PHOENIX, AZ
Role: MEP Coordinator Contract Value: \$560 million

A two-phase 2,000,000 SF expansion and renovation of the Phoenix Convention Center. Phase 1 included a 660,000 SF, four-level terrace building with a below grade parking garage. Phase 2 included the demolition of the existing north building and construction of a 1,400,000 SF, four-level building and parking structure with loading docks.

Phoenix Symphony Hall Renovation, PHOENIX, AZ
Role: MEP Coordinator Contract Value: \$14.3 million

A 90,000 SF renovation to the existing Phoenix Symphony Hall. Renovations included an expanded lobby and interior upgrades, seating chamber, finishes, roof and ADA modifications.

Maricopa County Jail Expansion, PHOENIX & MESA, AZ
Role: MEP Coordinator Contract Value: \$525 million

A multi-building project that included the 4th Avenue Jail, an adult detention facility totalling 615,000 SF and 1,993 beds; the Lower Buckeye Maximum-Security Jail and Central Services with 2,512 beds and 654,000 SF; two juvenile detention facilities and a courthouse (Durango and Mesa) consisting of 379,000 SF and 388 beds; a 60,000 SF Forensic Science Center; a 26,000 SF Estrella Support Building; a 32,000 SF Residential Treatment Center; and three parking structures totalling more than 1,000,000 SF and over 2,300 parking spaces.

AREAS OF EXPERTISE

- Knowledge of Applicable Codes
- Contractor Coordination
- Communication Skills
- Problem Resolution

TIME COMMITTED TO SDCC



CAROL COLE, STAFF
LEED AP COORDINATOR, SD OFFICE INTERIORS



CURRENT ROLE AND RESPONSIBILITIES

Ms. Cole has over 27 years experience in Commercial Interior Design. She has designed and been involved in all phases of over 110 projects, many of them in the tens and hundreds of millions of dollars. Her years of experience have given her excellent judgment on budgets, scheduling and aesthetics, as well as sustainability. Her responsibilities on the project will be to not only oversee the comprehensive interior design in all phases, but to be an integral part of the LEED process for the interior design of the Convention Center.

RELEVANT PROJECT EXPERIENCE

Morris Cerullo Legacy Pavilion, SAN DIEGO, CA
Role: Programming and Planning Contract Value: \$250 Million
Programming and space planning of a five building Campus for the Morris Cerullo World Evangelism group; there is also extensive sitework, with parks, fountains, outdoor theaters and fitness activities, as well as considerations for city approvals.

Navy Hospital, CAMP FOSTER, OKINAWA, JAPAN
Role: Senior Designer, in charge of Outfitting Contract Value: \$400 million
A hospital under construction by the Country of Japan for the Navy; over 443,000 SF. I oversaw a phase of the design finish update as well as the procurement outfitting for furniture, fixtures and equipment, with a team that included a biomedical engineer. This project is expected to qualify for LEED Silver.

Camp Pendleton Replacement Hospital, OCEANSIDE, CA
Role: LEED Consultant Contract Value: \$451 million
Part of the LEED team for The Ecologic Studio, I was the medical/design consultant for the team; this project is a joint venture that includes Clark Construction. This project is expected to qualify for LEED Gold.

Willow Elementary School, San Ysidro School District, SAN YSIDRO, CA
Role: Senior Interior Designer Contract Value: \$75 million
Senior Interior Designer as well as part of the architectural design team for the new replacement elementary school for the San Ysidro School District. Design included Multi-purpose Gymnasium, Library, cafeteria, classrooms, and offices.

Los Angeles Episcopal Diocese, LOS ANGELES, CA
Role: Senior Interior Designer Contract Value: \$80 million
Senior Interior Designer for the multi-building campus that includes a large church and private chapel, and their main building with offices, a professional kitchen and a high school, as well as living quarters.

COMPANY EXPERIENCE
27 years of construction experience

San Diego Office Interiors
Senior Interior Designer
2012 - Present

EDUCATION
University of California, Los Angeles, Interior Design Professional Degree

SCI Arc - Architectural Graduate Studies

Bachelor of Science, University of Southern California

PROFESSIONAL CERTIFICATIONS/REGISTRATIONS
LEED Accredited Professional
American Society of Interior Designers
National Council of Interior Design Qualification
Certified Interior Designer - CA

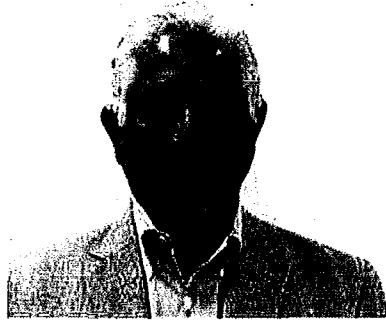
INDUSTRY MEMBERSHIPS
ASID, NCIDQ, CCIDC, USGBC

TIME COMMITTED TO SDCC



EMMANUEL G. MONTANEZ

PRESIDENT & CEO, EG MONTANEZ



CURRENT ROLE AND RESPONSIBILITIES

As President and CEO of EG Montanez Construction, Inc., Emmanuel's (Manny) primary market focus is to provide general contracting services as a General Contractor to the Veterans Administration, Federal agencies; GSA, DHS; State and municipal governments. The company is certified on the federal level as a Service Disabled Veteran Owned Small Business "SDVOSB" and Disabled Veteran Owned Business "DVBE" by the State of California Department of General Services, DGS.

RELEVANT PROJECT EXPERIENCE

Cal State Northridge Student Housing Renovations,
NORTH RIDGE, CA

Role: Subcontractor Contract Value: \$411,000
Performed Rough Framing, Roofing, and finish carpentry work on this renovation project.

Fullerton Transportation Center, FULLERTON, CA

Role: Subcontractor Contract Value: \$1,100,000
Provided preconstruction services as well as site development scope of work.

VA Los Angeles – Renovations to Pancreatic Cancer
Research Lab, LOS ANGELES, CA

Role: General Contractor Contract Value: \$650,000
Prime contractor providing complete demolition of the existing pancreatic cancer research laboratory.

COMPANY EXPERIENCE

18 years of construction experience

EG Montanez Construction, Inc.
April, 2009 - Present

BUSINESS CERTIFICATIONS

Disabled Veteran Business
Enterprise

Small Business (Micro) Business
Enterprise

MILITARY

United States Army 1967 - 1971

Served in the Republic of Vietnam
1968 - 1969

Awarded Purple Heart, Wounded in
Combat

Awarded Bronze Star for Valor

INDUSTRY MEMBERSHIPS

Board Member - Los Angeles
Chapter; National Latino Peace
Officers Association

Member of the Military Order of the
Purple Heart

TIME COMMITTED TO SDCC

Preconstruction

50%

LARS HERMAN, LEED AP
 PRESIDENT, HERMAN CONSTRUCTION GROUP



CURRENT ROLE AND RESPONSIBILITIES

Since starting Herman in 2009 (formerly named LARSCOR General Contractors, Inc.), Mr. Herman has been instrumental in the performance of 22 federal general construction and design-build projects ranging in value from a few thousand dollars to nearly \$2 million. These projects include multi-discipline scopes of work and many were performed/are being performed simultaneously at geographically dispersed locations throughout CA. Mr. Herman manages the day-to-day operations of Herman Construction. He is responsible for long-term planning and all marketing, project identification, bidding and subcontracting. Manages all project execution and project closeout procedures.

COMPANY EXPERIENCE

7 years of construction experience

Herman Construction Group
 President
 04/2009 - Current

BUSINESS CERTIFICATIONS

Service-Disabled Veteran Owned
 Small Business

DGS - Disabled Veteran

City of San Diego - Small Local
 Business Enterprise

HUBZone

**PROFESSIONAL
 CERTIFICATIONS/
 REGISTRATIONS**

- LEED AP
- Level-1 Federal Government Contracting Officer
- USACE EM385-1-1 Training Safety and Health Requirements
- 10-Hour OSHA Training Course
- 30-Hour OSHA Training Course
- USACE CQM for Contractors
- Basic and Trainer Level First Aid Training
- CPR Training

INDUSTRY MEMBERSHIPS

- AGC
- LEED AP

RELEVANT PROJECT EXPERIENCE

VA HVAC Building 7, NORTH HILL, CA
 Role: General Contractor Contract Value: \$1,963,000
 Renovations to various HVAC systems

VA Loma Renovations, LOMA LINDA, CA
 Role: General Contractor Contract Value: \$1,455,516
 Repairs and replacements to AHU's 37 and 37A.

US Army Corps of Engineers Consolidate Research Phase 1,
 LOS ANGELES, CA
 Role: General Contractor Contract Value: \$3,800,000
 Acted as the General contractor for this renovation and new construction project.

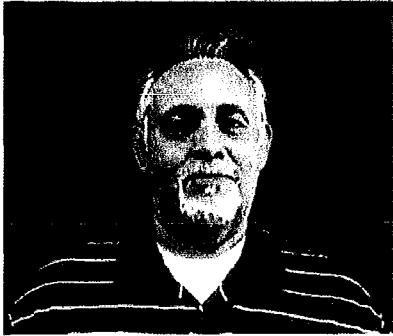
Design-Build Vehicle Maintenance and Operations Facility
 and Battalion HQ, NAVFAC SW OFFICE
 Role: ROICC Officer Contract Value: \$23,000,000
 As the Civil Engineer Corps ROICC Officer he oversaw the large-scale project that included coordination of government representatives, inspectors, prime contractors, designers, subcontractors and end-users.

TIME COMMITTED TO SDCC

Preconstruction
 25%

FRANK MARQUEZ

PRESIDENT & CEO, BONITA PIPELINE, INC.



COMPANY EXPERIENCE
37 years of construction experience

Bonita Pipeline, Inc.
President and CEO
01/2003 - Current

BUSINESS CERTIFICATIONS
City of San Diego - Small Local
Business Enterprise

DGS - Disabled Veteran

DGS - Small Business (Micro)

CURRENT ROLE AND RESPONSIBILITIES

As President and CEO OF Bonita Pipeline, Inc. Frank Marquez implements projects from grading to completion, including the negotiation of contracts of new and existing construction. He is experienced in conducting pre-job conferences and project scheduling, dealing with owners during the construction of commercial projects and maintains an excellent rapport with all levels of staff.

RELEVANT PROJECT EXPERIENCE

San Diego Marriott Hotel and Marina, SAN DIEGO

Role: Subcontractor Contract Value: \$148,560

Provided pipeline and underground site utilities and infrastructure for 20,000 SF interior and 50,000 SF exterior space, pool 85,000 SF, and Marriot Hall (190,000 GSF including 40,000 SF Exhibit Hall and 40,000 SF Ballroom).

Caltrans District 11, SAN DIEGO

Role: Subcontractor Contract Value: \$402,626

Provided pipeline and underground site utilities and infrastructure for three office buildings totaling 300,000 gross square feet, a central plant, a vehicle light maintenance building and surface parking for 815 vehicles.

UCSD Student Housing North Campus, SAN DIEGO, CA

Role: Subcontractor Contract Value: \$916,787

Provided pipeline and underground site utilities and infrastructure for five residential buildings and two mixed use buildings totaling over 238,000 gross square feet.

Pacific Beacon, SAN DIEGO, CA

Role: Subcontractor Contract Value: \$1,194,690

Provided pipeline and underground site utilities and infrastructure for four 18-story towers for Unaccompanied Enlisted Quarters with over 900 apartments for military, and a 935 space parking garage, totaling 282,173 SF. The BEQ's recreational design elements include a Sky Terrace with rooftop pool, and a Courtyard Living Room.

TIME COMMITTED TO SDCC

Preconstruction

25%

3.10.4 The CM shall provide a table identifying the approximate number of hours per month the Project team members will contribute to the Project during the design, bidding, and construction phases. The Proposal shall identify Stage I and Stage II services separately and billing rates or ranges for each staff category.

NAME	ROLE	RATE	STAGE I (PRECON) HRS / MONTH	STAGE II HRS / MONTH
Alan Petrasek	Officer-In-Charge	See Sealed Envelope	86	86
Katie Twomey	Project Manager	See Sealed Envelope	172	172
Dennis Breen	Project Executive	See Sealed Envelope	172	172
Greg Groleau	General Superintendent	See Sealed Envelope	86	172
Michael Moses	Building Enclosure Superintendent	See Sealed Envelope	10	172
Bill Hannah	Temp Construction Superintendent	See Sealed Envelope	20	172
Sven Sweat	Structural Superintendent	See Sealed Envelope	10	172
Tony Hopkins	MEP Superintendent	See Sealed Envelope	20	172
Craig Winters	QA/QC Manager	See Sealed Envelope	20	172
Dan Brown	Safety Manager	See Sealed Envelope	20	172
Greg Zinberg	Structural Project Manager	See Sealed Envelope	43	172
Chris Carl	Building Enclosure Project Manager	See Sealed Envelope	20	172
Kerrl Meenan	MEP / Systems Project Manager	See Sealed Envelope	20	172
John Corbin	Arch Finishes and Interior PM	See Sealed Envelope	20	172
Vincent Mudd	Architectural Finishes Manager	See Sealed Envelope	86	172
Carol Cole	LEED AP Coordinator	See Sealed Envelope	43	172
Sam Hoelscher	Project Controls Manager	See Sealed Envelope	43	172
Ted Ritter	Project Scheduler	See Sealed Envelope	43	68
Eric Queen	BIM / VDC Manager	See Sealed Envelope	86	172
Brent Lelf	SDCC Operations Liaison	See Sealed Envelope	86	172
Hilton Hayes	Permitting, Environmental & Reg Manager	See Sealed Envelope	86	68
Timothy Smith	Team Leader Estimating & Procurement	See Sealed Envelope	172	20
Karrl Novak	Chief Estimator	See Sealed Envelope	172	20
Kwaku Gyabahh	Outreach and Procurement Manager	See Sealed Envelope	86	20
Kevin Legge	Purchasing Manager	See Sealed Envelope	86	20
Theodora Oyle	Contract Compliance Officer (CCO)	See Sealed Envelope	86	86
Corissa Smith	Architectural Design & Support	See Sealed Envelope	86	10
Joe Convoer	Building Enclosure Specialist	See Sealed Envelope	20	20
Gerry Stosek	MEP Estimator	See Sealed Envelope	20	0
Manny Montanez	Estimator - EG Montanez	See Sealed Envelope	86	TBD
Lars Herman	Estimator - Herman Construction	See Sealed Envelope	20	TBD
Frank Marquez	Estimator - Bonita Pipeline	See Sealed Envelope	20	TBD

■ Proposed Fee And General Conditions For Construction Services: **3.11**

3.11.1 In accordance with §22.3808 of the City's Muni Code, certain business terms for a construction services contract may be conditionally agreed upon in a pre-construction services agreement but shall be limited to costs for contract general conditions, hourly labor rates, overhead, and the CM's proposed fees and insurance.

3.11.1.1 The CM shall identify its proposed level of effort and GMP for the PSA (Stage I services only).

Simply said, The Clark Hunt SDCCC team approaches preconstruction services with a, "Whatever it takes" attitude. While bi-weekly meetings are programmed, and estimating teams are formed to produce the three budget estimates and the GMP, our approach to guiding the team with a target based budget philosophy also known as a. "Design-To Budget", requires us to continually interact in a proactive manner. We maintain an on-call relationship with the architectural design

team and the San Diego City Public Works Department representative. While our costs may exceed the agreed billable amount for the scope of services outlined in RFP-EXHIBIT E / PSA - EXHIBIT A, we feel we have an obligation to make sure the project progress toward construction in a manner envisioned by the City of San Diego.

3.11.1.2 The Proposal shall provide a list of the categories and the cost of general conditions and general requirements that the CM proposes for the CSA (Stage 2 services only). Include hourly labor rates, insurance, profit, and overhead related to the CSA.

We have provided this section in a Separate Sealed Envelope as requested in line item 2.11 of Exhibit B. Per Amendment 3 we have also included Section 3.10.4 with our staffs estimated hours per month for Preconstruction and Construction and billing rates for each staff member.

■ The Equal Opportunity Information: **3.12**

3.12.1 Failure to submit the required EOCP information may result in Proposal being determined as non-responsive. The CM shall provide with its Proposal a listing of Subcontractors for the Pre-Construction Services that are known at the time it submits its Proposal using Form AA36. The Subcontractor Participation List shall indicate the name and address, type of work performed, dollar amount, certification status, certifying agency and copy of certification for each proposed Subcontractor.

The CM shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than 1 page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project. Certifications must also be included, if any.

3.12.2 Points will be granted based on the participation level commitment and the thoroughness, innovation, and performance outcomes of the Strategic Plan.

We have provided in the following pages a completed Form AA36 with a current listing of our committed Subcontractors. In addition, we have included commitment letters from each subcontractor and their certifications.

CONSTRUCTION MANAGER SUBCONTRACTORS PARTICIPATION LIST

The Construction Manager shall complete this form in response to the RFP. The Construction Manager Subcontractors Participation List shall include name, address, telephone number (including area code), classification, type of work, dollar amount of participation, certification, and certifying agency for each certified Subcontractor.

NAME OF PROJECT: Convention Center Expansion Phase III Project CMAR Contract

DOLLAR VALUE OF PROJECT: \$520 Million

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, OR DESIGNER	TYPE OF WORK PERFORMED	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, OR SDVOSB ^①	WHERE CERTIFIED ^② <small>(Include certification document)</small>
Name: <u>Herman Construction Group, Inc.</u> Address: <u>10366 Roselle Street, Suite A</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92121</u> Phone: <u>(858) 277-7100</u>	Contractor	Pre-Construction Consulting Constructability Reviews & Scheduling		SLBE, DVBE, SDVOSB, ELBE	CITY CADoGS SBA
Name: <u>Bonita Pipeline</u> Address: <u>2209 Highland Avenue</u> City: <u>National City</u> State: <u>CA</u> Zip: <u>91950</u> Phone: <u>(619) 434-9801</u>	Contractor	Pre-Construction Underground Utility Consulting		SLBE, DVBE	CITY CADoGS
Name: <u>EG Montanez</u> Address: <u>741 East Ball Road, Suite 102</u> City: <u>Anaheim</u> State: <u>CA</u> Zip: <u>92805</u> Phone: <u>(714) 808-0128</u>	Contractor	Pre-Construction Procurement Strategy Development & Site Logistics		DVBE	CADoGS

① As appropriate, Construction Manager shall identify Subcontractors as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

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	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB		
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Construction Manager shall indicate if Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Construction Manager will not receive any points for subcontracting participation if the Construction Manager fails to submit the required proof of certification.

Form Title: CONSTRUCTION MANGER SUBCONTRACTORS PARTICIPATION LIST

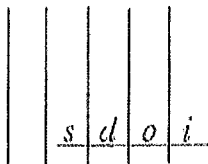
(Rev. June 2012)

Form Number: AA36

Exhibit J

2 | Page

Convention Center Expansion Phase III CMAR Contract



office intelligence™

August 21, 2012

Clark/Hunt SDCC, a Joint Venture in Association with SD Office Interiors
525 B Street, Suite 250
San Diego, CA 92101

**Re: Pre-Construction Services for the San Diego Convention Center Expansion
Phase III Project (K-12-5795-CMAR-3-C)**

Dear Mr. Petrasek:

In accordance with the Request for Proposals ("RFP") for Pre-Construction Services for the San Diego Convention Center Expansion Phase III Project (K-12-5795-CMAR-3-C) (the "Project"), this letter shall serve as a commitment by San Diego Office Interiors to provide preconstruction scoping and estimating services equal opportunity outreach and interior construction review to Clark/Hunt SDCC, a Joint Venture (the "Joint Venture") for the Project, for a subcontract amount of approximately _____, if the Joint Venture is awarded the Project by the City of San Diego.

Very truly yours,

Vincent Mudd
President

SAM System for Award Management

Username
 Password

[Forgot Username?](#)

[Forgot Password?](#)

[Create an Account](#)

- Home
- Search
- Reports
- SAM Help

Entity Dashboard

SAN DIEGO OFFICE INTERIORS CORP
 DUNS: 869245027 CAGE Code: 3H6T6

Entity Overview

Status: Active

Entity Record

3706 RUFFIN RD

Core Data

SAN DIEGO, CA, 92123-1812 ,

Assertions

UNITED STATES

Reps & Certs

Entity Record
Entity Record

POCs

Please see below for the entire Entity Registration record. If you would like have a copy of this list please use the **Print** button to print the list or **Save** button to save the list as either PDF or a text file.

Exclusions

[PRINT](#) [SAVE](#)

Active Exclusions

[VIEW HISTORICAL RECORD](#)

Inactive Exclusions

Core Data

[\[Expand All\]](#) | [\[Collapse All\]](#)

[RETURN TO SEARCH](#)

Business & TIN Information:

Business Information:

Business Start Date:	03/01/1994
Fiscal Year End Close Date:	12/31
Company Division Name:	SAN DIEGO OFFICE INTERIORS
Company Division Number:	
Corporate URL:	http://www.sdoi.com
Congressional District:	
Registration Date:	09/10/2003
Expiration Date:	07/18/2013
Renewal Date:	

Physical Address:

Address Line:	3706 RUFFIN RD
City:	SAN DIEGO
State/Province:	CA
Country:	UNITED STATES
ZIP/Postal Code:	92123 - 1812

Mailing Address:

Address Line:	3706 RUFFIN ROAD
City:	SAN DIEGO
State/Province:	CA
Country:	UNITED STATES
ZIP/Postal Code:	921231812

CAGE/NCAGE Code

CAGE: 3H6T6

General Information

Country of Incorporation:
State of Incorporation:

Business Types

Entity Structure

Other

Profit Structure

For Profit Organization

Business Types

Minority Owned Business

Self Certified Small Disadvantaged Business

Black American Owned

Entity Type

Business or Organization

Purpose of Registration

All Awards

Organization Factors

Subchapter S Corporation

Financial Information

App Id	10E50026
WMDVBE Category	MBE
Business Name	San Diego Office Interiors
Address	3706 Ruffin Road
City	San Diego
County	San Diego
State	California
Zip	92123
Contact	Vincent Mudd
Email	vincem@sdoi.com
Phone	(858)495-7364
Fax	(858)495-9101
Ethnicity	Black American
Organized As	Corporation
Certification Expiration Date	09-27-2013
Business Description	Full service Design/Build commercial office interiors firm that specializes in sustainable design, green construction principles, ergonomic furniture solutions, and IT solutions

Print Cancel

CADUGS

San Diego Office Interiors - #14206

SUPPLIER PROFILE			
Legal Business Name	San Diego Office Interiors		
Doing Business As	San Diego Office Interiors		
Address	3706 Ruffin Rd SAN DIEGO, CA 92123	Phone	(858) 495-7364
		FAX	(858) 495-9101
Email	laurieb@sdol.com		
Web Page	http://www.sdol.com		
Business Types	Construction Service Non-Manufacturer		
Service Areas	Alameda, Alpine, Calaveras, Contra Costa, Imperial, Los Angeles, Monterey, Napa, Nevada, Orange, Riverside, Sacramento, San Bernardino, San Diego, San Francisco, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Ventura,		
Keywords	full service design-build commercial interiors firm that provides: architectural, space planning and design services, facility management, reconfigure current furniture to allow space for more headcount without moving, move management, project management		
Construction License Types	B - General Building Contractor		
Classifications	561015 - Furniture 561016 - Outdoor furniture 561017 - Office furniture 561018 - Baby and toddler furniture and accessories 561019 - General furniture parts and accessories 561115 - Workstations and office packages 561116 - Panel systems 561117 - Casegood and non modular systems 561118 - Freestanding furniture 561119 - Industrial furniture 561120 - Computer support furniture 561121 - Seating 561122 - Desking systems 561123 - Auditorium or stadium or special use seating parts and accessories 561210 - Library furnishings 561211 - Art classroom furnishings 561212 - First aid room furnishings 561213 - General educational facility fixtures 561214 - Cafeteria and lunchroom furnishings 561215 - General classroom furnishings 561216 - Creative play and rest time furnishings for daycare and early childhood facilities 561217 - Book and general storage units for classrooms 561218 - Vocational classroom furnishings and fixtures 561219 - Demonstration furnishings 561220 - Laboratory furniture 721015 - Building maintenance and repair services		

Active Certifications

TYPE	STATUS	FROM	TO
SB	Approved	Jul 27, 2011	Aug 31, 2012



EG MONTANEZ CONSTRUCTION, INC.

Service Disabled Veteran Owned Small Business
DUNS: 830276288 • Lic. 940113
Certified SDVOSB, DVBE #1035602, MBE #7756

August 21, 2012

Clark/Hunt SDCC, a Joint Venture in Association with SD Office Interiors
525 B Street, Suite 250
San Diego, CA 92101

**Re: Pre-Construction Services for the San Diego Convention Center Expansion
Phase III Project (K-12-5795-CMAR-3-C)**

Dear Mr. Petrasek:

In accordance with the Request for Proposals ("RFP") for Pre-Construction Services for the San Diego Convention Center Expansion Phase III Project (K-12-5795-CMAR-3-C) (the "Project"), this letter shall serve as a commitment by EG MONTANEZ CONSTRUCTION, Inc. to provide preconstruction scoping constructability and estimating services to Clark/Hunt SDCC, a Joint Venture in Association with SD Office Interiors (the "Joint Venture") for the Project, for a subcontract amount of approximately

if the Joint Venture is awarded the Project by the City of San Diego.

Very truly yours,

Emmanuel G. Montanez
President & CEO



Department of
General Services

BUILDING GREEN BUYING GREEN WORKING GREEN

EG Montanez Construction Inc - #1035602

SUPPLIER PROFILE			
Legal Business Name	EG Montanez Construction Inc		
Doing Business As	EG Montanez Construction Inc		
Address	4 Mountain Gate TRABUCO CANYON, CA 92679	Phone	(949) 264-6057
		FAX	(949) 645-0421
Email	manny@egmontanezconstruction.com		
Web Page	http://www.egmontanezconstruction.com		
Business Types	Construction		
Service Areas	Fresno, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura,		
Keywords	Commercial General Contractor- Public Works, HVAC- Seismic Retrofitting, Design-Build		
Construction License Types	B - General Building Contractor		
Classifications	711123 - Seismic services 721211 - Commercial and office building construction services 721512 - Heating and cooling and air conditioning HVAC construction services 721539 - Building site preparation services 721540 - Specialty building and trades services 811015 - Civil engineering		

Active Certifications

CERT	STATUS	FROM	TO
DVBE	Approved	May 10, 2012	Mar 31, 2014
SB (Micro)	Approved	Mar 26, 2012	Mar 31, 2014

Certification History

CERT	STATUS	FROM	TO
DVBE	Expired	Apr 7, 2011	Apr 30, 2012
SB (Micro)	Expired	Apr 8, 2010	Apr 30, 2012
DVBE	Expired	Apr 13, 2010	Apr 30, 2011
DVBE	Expired	May 28, 2009	May 30, 2010
SB (Micro)	Expired	May 20, 2009	May 30, 2010



August 21, 2012

Clark/Hunt SDCC, a Joint Venture in Association with SD Office Interiors
525 B Street, Suite 250
San Diego, CA 92101

**Re: Pre-Construction Services for the San Diego Convention Center Expansion
Phase III Project (K-12-5795-CMAR-3-C)**

Dear Mr. Petrasek:

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Very truly yours,

A handwritten signature in black ink, appearing to be 'Lars Herman'.

Lars Herman
President & CEO



THE CITY OF SAN DIEGO

February 24, 2011

Herman Construction Group, Inc.
Lars Herman
Steve Smidt
9285 Chesapeake Drive Suite M
San Diego, CA 92123

Subject: Small Local Business Enterprise Certification

Dear Lars and Steve:

Congratulations! We have reviewed your application and you have been approved for certification as a City of San Diego Emerging Local Business Enterprise (ELBE). Your certification number is 11HC0367 and your classification is Construction. Please reference this certification number when bidding on City projects.

For the City's SLBE Program, your certification is effective February 18, 2011. This certification expires on February 18, 2013 at which time you will need to reapply in accordance with the SLBE guidelines.

If you have any questions please call 619-236-6297.

Thank you,

Debra Fischle-Faulk
Department Director



Herman Construction Group, Inc

Business Information

Doing Business

As:

DUNS: 830297656

Reconsideration - Final

Workflow Status: Determination

Registration

Status: Verified

Last Verified: 1/25/2012



Business Type

Business Type: Sub Chapter S Corporation (Inc. or Ltd.)

Cage Code: 5EVD3

NAICS: 236220

FSC:

PSC:

Service-Disabled Veteran Owned Small
Business
HUBZone

Owners	% Owned
Lars Herman	55.000
Steve Smidt	45.000
Lars Herman	55.000
Steve Smidt	45.000

Year Established: 2009

Business Street Address 1: 9285 Chesapeake Drive, Suite M

Business Street Address 2:

City: San Diego

State/Territory: California

County: San Diego

Zip: 92123 - 1019

Phone: (858) 277-7100 x1

Fax: (858) 277-2500

Company Email: lherman@hermancg.com

Web Address: <http://www.hermancg.com>

Capabilities

Number of Employees: 8

Number of Operating Locations: 3

Geographical Service Area(s): Arizona
California
Dist. of Columbia
Maryland
New Mexico
Nevada
Texas
Virginia

Current Level of Personnel Security

Business Relationships

Joint Venture: No

Mentor Protégé: No

Clearance: Secret

**Current Level of
Facility Security**

Clearance: None

Capabilities Narrative: Herman Construction Group, Inc. has developed a professional construction staff of individuals providing general contracting, design-build, design-assist and construction management services. Construction specialties include healthcare, medical, libraries, churches, military, recreation, life-safety, modernization and site development projects.

Capabilities Keywords: Industrial/Commercial Building Construction, Civil Engineering, Concrete, Electrical, HVAC, Painting, Drywall



State of California • Edmund G. Brown Jr., Governor •
State and Consumer Services Agency
DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION
Office of Small Business and DVBE Services
707 Third Street, 1st Floor, Room 400 • P.O. Box 989052, West Sacramento, CA 95798-9052
Phone (916) 375-4940 Fax (916) 375-4950 www.dgs.ca.gov

Dec 8, 2011

DVBE APP

Supplier #1098420
Herman Construction Group, Inc.
9285 Chesapeake Drive, Suite M
SAN DIEGO CA 92123

Dear Business Person:

Congratulations on your certified Disabled Veteran Business Enterprise (DVBE) status with the State of California. Your certification entitles you to benefits under the state's DVBE Participation Program within state contracting, including the three percent DVBE participation goal for overall state contract dollars.

Certification Period

From Nov 29, 2011 to Dec 31, 2012

Business Types

Construction

Classifications

- 302220 - Transport structures
- 302221 - Public structures
- 302223 - Educational and research structures
- 391218 - Intelligent Building Installations IBI
- 421916 - Medical facility building systems
- 721015 - Building maintenance and repair services
- 721111 - Multiple unit dwelling construction services
- 721210 - New industrial building and warehouse construction services
- 721211 - Commercial and office building construction services
- 721212 - Agricultural building construction services
- 721213 - Automotive garage and service station construction services
- 721214 - Specialized public building construction services
- 721215 - Industrial plant construction services
- 721411 - Infrastructure building and surfacing and paving services
- 721412 - Marine construction services
- 721413 - Athletic and recreational facility construction service
- 721414 - Detention facility construction and repair services
- 721415 - Land preparation services
- 721416 - Mass transit system construction services
- 721510 - Boiler and furnace construction and maintenance services
- 721511 - Plumbing construction services
- 721512 - Heating and cooling and air conditioning HVAC construction services
- 721514 - Wall covering construction services
- 721515 - Electrical system services
- 721519 - Masonry and stonework services
- 721521 - Acoustical and insulation services
- 721523 - Carpentry services
- 721527 - Concrete installation and repair services

721529 - Structural steel erection services
721531 - Athletic and recreational facility construction services
721532 - Coating and caulking and weather water and fireproofing services
721535 - Structural exterior cleaning services
721537 - Parking facility construction and equipment installation and maintenance and repair services
721539 - Building site preparation services
721540 - Specialty building and trades services
811418 - Facilities management

Proof of Certification Status

To verify your firm's small business certification status go to <http://www.eprocure.dgs.ca.gov/default.htm> and select "SB/DVBE Search."

Annual Submission Requirement

All DVBEs must submit to the Office of Small Business and DVBE Services (OSDS) each post certification tax year, a complete copy of the business' federal income tax return, including extensions, within 90 days of the tax return's filing due date. If your business is a partnership, each partner must also submit a complete copy of his or her individual tax return. Additionally, if you are a DVBE that is not a sole proprietorship and your firm rents equipment to the state, you must include in your submittal a complete copy of the personal federal income tax returns for each of your disabled veteran owners, including extensions, and within 90 days of the individual's tax return filing due date. Failure to comply will result in the suspension of your DVBE status and possible decertification, and it shall prohibit your business from participation any state contract until all requirements are met.

Maintaining Your Online Certified Firm Profile

To update your certified firm profile visit <http://www.eprocure.dgs.ca.gov/default.htm> and click on Login or Register to eProcurement (BidSync). You may report changes to the following: Mailing and Principal Office Address; Contact Information; United Nations Standard Products and Services Code, North American Industry Classification System (applicable only to Manufacturers); Keywords and Service Areas. If you update your certified firm profile beyond the aforementioned items, it will require a review of your file and may have an impact to your current certification.

This feature enables California certified small businesses and DVBEs with a convenient way to maintain certain company profile information, including customizing keywords to best describe business specialties. The keywords help state, local government and other agency buyers and potential business partners find you or a pool of businesses like yours. Don't let a business opportunity pass you by. Keep your certified firm profile information current and your keywords fine-tuned.

Reporting Business Changes

Notify OSDS of all business changes or your certification status will be subject to revocation. To report changes, complete a "Certification Information Change" form located at <http://www.documents.dgs.ca.gov/pd/smallbus/certchange.pdf>. This form also identifies the type of changes which requires submission of a new certification application.

Certification Renewal

A renewal application will be mailed to you prior to the expiration of your DVBE certification. If you do not receive an application, please call us so that you may timely renew your certification.

If you have any questions, please contact me at 800.559.5529 (Procurement Division receptionist) or 916.375.4940 (OSDS receptionist), by email Bobbie.Harris@dgs.ca.gov or by fax 916.375.4950. The Procurement Division oversees many programs that further state contracting participation. For more information regarding these programs, visit our website at www.pd.dgs.ca.gov/smbus or visit the Procurement Division's website at www.dgs.ca.gov/pd.

Sincerely,

Bobbie Harris
Certification Officer
Office of Small Business and DVBE Services



BONITA PIPELINE, INC.
A GENERAL ENGINEERING CONTRACTOR

August 21, 2012


Clark/Hunt SDCC, a Joint Venture in Association with SD Office Interiors
525 B Street, Suite 250
San Diego, CA 92101

**Re: Pre-Construction Services for the San Diego Convention Center Expansion
Phase III Project (K-12-5795-CMAR-3-C)**

Dear Mr. Petrasek:

In accordance with the Request for Proposals ("RFP") for Pre-Construction Services for the San Diego Convention Center Expansion Phase III Project (K-12-5795-CMAR-3-C) (the "Project"), this letter shall serve as a commitment by Bonita Pipeline, Inc. to provide preconstruction scoping and estimating services for Underground Site Utilities to Clark/Hunt SDCC, a Joint Venture in Association with SD Office Interiors (the "Joint Venture") for the Project, for a subcontract amount of approximately if the Joint Venture is awarded the Project by the City of San Diego.

Very truly yours,


Frank Marquez, President
Bonita Pipeline, Inc.



THE CITY OF SAN DIEGO

May 23, 2012

Bonita Pipeline, Inc.
Francisco J. Marquez
2209 Highland Avenue
National City, CA 91950

Subject: Small Local Business Enterprise Certification

Dear Francisco:

Congratulations! We have reviewed your application and you have been approved for certification as a City of San Diego Small Local Business Enterprise (SLBE). Your certification number is 12BP0740 and your classification is Construction. Please reference this certification number when bidding on City projects.

For the City's SLBE Program, your certification is effective May 18, 2012. This certification expires on May 18, 2014 at which time you will need to reapply in accordance with the SLBE guidelines.

Special Note:

To ensure the correct information is included in our database please go to <https://pro.prismcompliance.com> select City of San Diego under jurisdiction, select go, type in your company name, select go, select your company and review the information. If there is inaccurate/missing information please e-mail pjordan@sandiego.gov.

If you have any questions please call 619-236-6297.

Thank you,


Debra Fischle-Faulk
Department Director



Administration Department
Small Local Business Enterprise Program
202 C Street, 9th Floor, MS 9A
San Diego, CA 92101-4806
Telephone (619) 236-6297 Fax (619) 236-7344





Department of
General Services
BUILDING SERVICES DIVISION

BONITA PIPELINE INC - #20944

SUPPLIER PROFILE			
Legal Business Name	BONITA PIPELINE INC		
Doing Business As	BONITA PIPELINE INC		
Address	2209 HIGHLAND AVE NATIONAL CITY, CA 91950	Phone	(619) 434-9801
		FAX	(619) 434-9802
Email	frank@bonitapipeline.com		
Web Page	http://www.bonitapipeline.com		
Business Types	Construction Service Non-Manufacturer		
Service Areas	Alpine, Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Ventura,		
Keywords	GENERAL ENGINEERING AND BUILDING SERVICES WATER WASTE WATER SEWER STORM DRAIN STORM DRAIN STRUCTURES SURVEY		
Construction License Types	A - General Engineering B - General Building Contractor C-34 - Pipeline C-36 - Plumbing		
Classifications	221019 - Building construction machinery and accessories 221020 - Building demolition machinery and equipment 302221 - Public structures 302223 - Educational and research structures 601013 - Educational stickers and supplies 721211 - Commercial and office building construction services 721214 - Specialized public building construction services 721411 - Infrastructure building and surfacing and paving services 721539 - Building site preparation services 781021 - Pipeline services 811015 - Civil engineering 831015 - Water and sewer utilities 831125 - Backbone capacities		

Active Certifications

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Mar 22, 2012	Mar 31, 2014
DVBE	Approved	Mar 22, 2012	Mar 31, 2014

Certification History

TYPE	STATUS	FROM	TO
DVBE	Expired	Feb 3, 2011	Feb 29, 2012
SB	Expired	Feb 3, 2011	Feb 29, 2012
DVBE	Expired	Nov 25, 2009	Dec 31, 2010
SB	Expired	Nov 19, 2009	Nov 30, 2010
DVBE	Expired	Oct 30, 2008	Nov 30, 2009
SB	Expired	Dec 16, 2008	Dec 31, 2009

EOCP Strategic Plan: 3.12

4.3.1 The CM shall prepare a detailed strategic plan outlining their certified firm participation level commitment and the specific actions they will take to meet their commitment for the Pre-Construction Services. The CM may count both 1st and 2nd tier subcontracts for Construction Services only. However, percentages shall be identified by tier (e.g., 25% total commitment, 15% tier 1 and 10% tier 2).

Equal Opportunity Contracting and Equal Employment Opportunity have long remained core principles and priorities in Clark/Hunt's procurement practices. As a result, Clark/Hunt's engagement with the local community, and the ELBE/SLBE/MBE/WBE/DBE/DVBE/OBE companies within, it is not predicated on a project-specific goal or requirement but is instead an ongoing and consistent process. Consequently, Clark/Hunt has a history of regularly meeting or exceeding business inclusion and local hiring goals.

On the San Diego Petco Park Project, Clark's aggressive and collaborative outreach and employment program ultimately led to more than 32% of subcontracted dollars being awarded to diverse firms, and more than 43% of the project's workforce being comprised of diverse individuals. One of the keys to Clark/Hunt's continued success has been our ability to form lasting partnerships with local companies and organizations that share our commitment to ensuring that local contractors and residents play a major role on our projects. When Clark/Hunt was interviewing potential outreach consultants for the Petco Park project, we quickly realized that one consultant would not be able to reach the entire community. As a result, Clark/Hunt decided to create a consortium of highly qualified consultants that could collectively reach the Greater San Diego area. Two of the organizations that we successfully partnered with were the **Black Contractor's Association (BCA)** and the **Latino Builders Industry Association of San Diego (LBIA)**. Clark/Hunt plans to replicate this approach in order to ensure that the SDCC Expansion

project exceeds all current subcontractor participation and employment goals. We are pleased also to have added the **Asian Business Association of San Diego** as an additional consultant, further bolstering our already strong team. These three organizations who have joined the Clark/Hunt SDCC Expansion team as Outreach Consultants are described below, with resumes of their key personnel attached at the end of this section.

Black Contractor's Association (BCA):

The BCA's mission is to help to create economic opportunities for African Americans and other members in the construction industry who would historically, and today who might not otherwise get market share in the construction industry. This mission also supports recycling local community dollars and works hard at promoting self-help to youth, while training them to be future builders. BCA was established for the purpose of providing a resource for private and public sectors to obtain qualified independent contractors in a wide variety of fields.



The Asian Business Association of San Diego (ABA)



Asian Business Association
of San Diego

ABA provides a strong voice on business, cultural and political issues of interest to San Diego's Asian and Pacific Islander community. ABA was founded

In 1990, and has grown to its current membership of almost 400 members. The mission of ABA is to unite, promote and advocate the San Diego Asian business community. We provide resources for economic growth and help businesses to compete effectively in the local and global marketplace. Mainstream in our focus, ABA facilitates the growth and development of member businesses through ongoing entrepreneurial education, communication and business networking programs. One of our major goals is to enable members to participate fully in San Diego economic development, without regard for race, color, creed or national origin.

authority, and ensure that the San Diego Convention Center project is touted as model for successful local, small and diverse subcontractor participation.

Latino Builders Industry Association of San Diego



(LBIA) is a nonprofit trade association founded by Latino contractors in 1992 to foster the expansion of economic opportunities in the construction industry for small, emerging businesses. The organization has grown into a strong advocate for change in the industry, and focuses on "building partnerships within the community. LBIA's services include contractor outreach, technical assistance, and overall business management for subcontractors.

Clark/Hunt has developed a proven and highly effective team that will support the Convention Center

Figure 1 - Certified Participation Level Commitments

PROJECT STAGE	1ST TIER %	2ND TIER %	TOTAL PARTICIPATION %	TOTAL PARTICIPATION \$
Stage 1 Preconstruction				
Stage 2 Construction				

**All subcontracts related to preconstruction service participation levels noted above shall be at the 1st tier level. Participation during the construction phase will occur at multiple tiers.*

4.3.2 The CM's strategic plan shall include, at minimum, the following:

1. Participation level commitment percentage broken down by tier for each stage;

Clark/Hunt is committed to exceeding the aggressive small business subcontracting goals established by the City of San Diego. Our proposed goals are identified in Figure 1 below. These goals will challenge our team to be diligent in constantly pursuing new opportunities to exceed the established subcontracting participation goals. We will achieve and report both the dollar and percentage goals as stipulated in the City requirements.

In developing these goals, we considered the scope and requirements of the Request For Proposal (RFP), the availability of certified subcontractors to bid on the project, and the anticipated scope that those subcontractors would likely bid. Our track record of success on past projects and our unparalleled knowledge of the local marketplace gives us confidence that these goals, while aggressive, are attainable.

A detailed plan to maximize participation by SBE, ELBE, DVBE, WBE, DBE, and MBE contractors during the construction stage of the project has already been developed (see Figure 2), and will be further refined during the preconstruction services stage of the project.

Clark/Hunt recognizes that the equal opportunity subcontracting participation requirements may be replaced or modified by the requirements of the funding source in the event the contract is funded by other agencies, and is prepared to comply with those requirements as necessary.

2. General categories of subcontracting opportunities anticipated for goal achievement;

Clark/Hunt's repeated success in exceeding subcontractor participation goals has come as a result of an innovative and highly proactive approach. For the Preconstruction phase of the project, Clark/Hunt has already made firm commitments to the following consultants to provide key technical services for the project:

San Diego Office Interiors (SBE, MBE): As San Diego's

s d o i, only true full-service commercial design/build office interiors firm, San Diego Office Interiors (SDOI) has been successfully meeting the facility needs of San Diego's leading companies and entities since 1994. SDOI specializes in Sustainable Design, Green Construction Principles, Six-Sigma Project Management, Highly Ergonomic Furniture Solutions and IT solutions. With expertise in every facet of tenant development, sdoi offers its "Office Intelligence" solution to a wide range of industries, including life science, high tech, banking, law, manufacturing, government, health and medical services, communications and education. SDOI's experience will serve as a major asset in providing input related to the design and construction of the interiors to the Design team, and to the City.

Bonita Pipeline (SLBE, DVBE): Established in 2002 in San Diego, Bonita Pipeline, Inc. (BPI) has emerged

DEMONSTRATED EXPERIENCE

Petco Park - The Story of a Successful Outreach Program

Clark, initiated its Contracting and Employment Outreach Program in the preliminary stages of the San Diego Ballpark Project. Clark collaborated with several local organizations including Collins Strategic Group, the Black Contractors Association (BCA), Latino Builders Industry Association (LBA), and Winning Opportunities for Responsible Contractors (WORC) Foundation to ensure that the project would have the full support of the community. All team members had previously worked in some form or another on public and private construction projects as outreach mediums, and had also experienced the inherent obstacles of bonding capability, capital management, and construction capacity to respond to the major component work required on large-scale projects such as a ballpark.

as one of the top general engineering construction and contracting companies in Southern California. Specializing in pipeline and underground site utilities construction and building plumbing, the 100 percent Hispanic-owned company boasts more than 60 years of combined expertise in the industry. Tackling projects ranging from \$50,000 to more than \$2 million, Bonita's extensive experience in project estimating, planning and management has resulted in on-time, on-budget delivery of quality, professional projects for city and county revitalization, water agencies, new commercial projects, school districts, military installations and more. Bonita's expertise will be critical in informing the design, coordination, and construction plan for the underground utilities on the SDCC project.

EG Montanez (DVBE): EG Montanez is a Disabled Veteran Owned General Contractor with a strong knowledge of concrete operations. With more than twenty years of combined industry experience, EG Montanez is able to leverage a wide range of experiences with federal, state, and municipal clients. EG Montanez is also a recent

graduate of Clark Construction's Strategic innovative Partnership Program (described in greater detail later in this section). EG Montanez will provide key input in a wide range of areas constructability, scheduling, site logistics, and subcontractor procurement during the Pre-construction stage for the SDCC project.

Herman Construction (SLBE, ELBE, DVBE, SDVOSB):

Herman Construction Group, Inc. is a full-service SDVOSB general contractor that is based in San Diego and serves both the public and private sectors. Herman Construction provides detailed planning and estimating preconstruction services which helps to eliminate surprises once construction begins and to cost-effectively build the project. Herman's preconstruction process results in accurate conceptual and detailed cost estimating, site evaluation, scheduling and selection of the best building systems for a particular project. Herman's staff includes experienced LEED certified professionals who will help to ensure that efficiency and sustainability are carefully integrated throughout the Pre-construction stage for the SDCC project.

Stage 1 Preconstruction Services Commitment:

Together, the firms listed above will provide more than 37% of Clark/Hunt's Preconstruction consulting Services. This will not only support the Preconstruction needs of the City, but it will ensure that local, minority, and woman-owned firms play a significant role on key role on highly important aspects of the SDCC project. Clark/Hunt will continue to evaluate ways to maximize participation during Preconstruction by SBE, ELBE, DVBE, WBE, DBE, and MBE consultants.

Stage 2 Construction-Phase Commitment:

As noted above, Clark/Hunt is committed to awarding 40% of the contracts during the construction Stage of the SDCC project to ELBE/SLBE/MBE/WBE/DBE/DVBE/

OBE companies. Leveraging our strong relationships within ELBE/SLBE/MBE/WBE/DBE/DVBE/OBE business community and extensive market research identifying available contractors, Clark/Hunt has already outlined areas of strong opportunity for ELBE/SLBE/MBE/WBE/DBE/DVBE/OBE participation during the Construction Stage of the SDCC project:

**The budget values shown above match those found in the estimate that was developed by Rider Levett Bucknall provided in Exhibit K of the RFP.*

relationships at all levels of the project, including requiring our large business prime subcontractors to develop relationships with potential protégés.

Leveraging Our "Strategic Partnership Program" on the SDCC Project

Eight years ago, in response to the lack of comprehensive training and development programs for small businesses in the construction industry, Clark developed the "Strategic Partnership Program." The Program, a 10-month intensive executive training program for small and disadvantaged business, is designed to supplement the capabilities of local, small and/or disadvantaged businesses. It is structured in an interactive format, with a focus on providing core construction management and business skills to its participants, with courses taught by senior Clark management and local industry experts.

In spite of our forecast of potential ELBE/SLBE/MBE/WBE/DBE/DVBE/OBE opportunities, Clark/Hunt will seek every opportunity to maximize participation by ELBE/SLBE/MBE/WBE/DBE/DVBE/OBE companies.

3. Mentorship programs for both subcontracting and employment;

The Clark/Hunt team has been mentoring diverse firms for many years. In our experience, mentoring programs that match large successful businesses with smaller businesses has played a vital role in helping the smaller, diverse firms grow and compete successfully for larger contracts on their own. As part of our work on the SDCC Expansion, Clark/Hunt will encourage mentor-protégé

Over the course of 10 months of weekly evening classes, monthly lunch and learn presentations, and a final Capstone Project requiring participating companies to apply all of the information that they have learned, we have helped participants to experience the type of transformation necessary to take their companies to the next level. Clark is the only general contracting firm in the country that sponsors such an MBA-style

STRATEGIC PARTNERSHIP

Clark developed the **Strategic Partnership Program**, which is a value-added program that encourages DVBE business success. Structured in an interactive format with a focus on providing core construction management and business skills, Clark's experts train and collaborate with participants in our workshops. Not only has the curriculum provided valuable education to disadvantaged subcontractors, it has enabled Clark to provide applicable training to our potential work force.



program. The impact on the companies that participate is profound, and it prepares participating companies to work on large-scale projects such as the SDCC Expansion project.

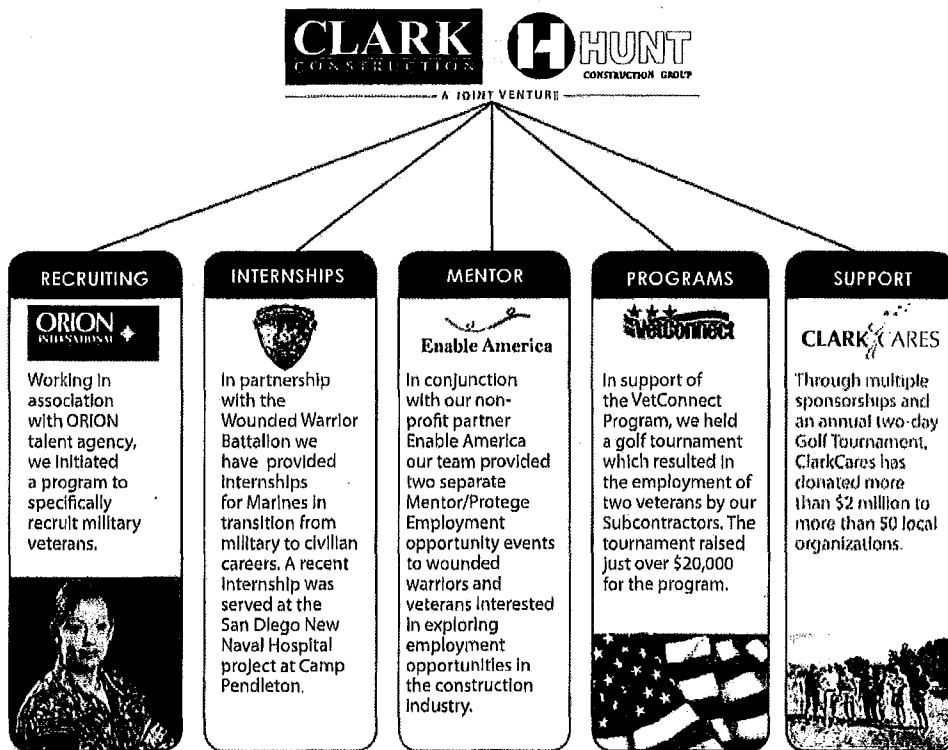
The Clark/Hunt team plans to utilize Clark's 10-month intensive training program -- the "Subcontractor Development Strategic Partnership Program" -- to support the subcontracting plan for the project and to support the SDCC Expansion project. We plan to reserve a number of spots in our 2012 - 2013 Strategic Partnership class (and in subsequent class years) for participants working on the SDCC Expansion project. As a result of the intense and personalized nature of the course, we typically have more than 20 participants representing 10 to 15 companies. Their participation in the program supports their long-term business growth and improves their performance on the SDCC project. To date, Clark has graduated more than 200 companies from the program.

The Strategic Partnership Program creates a learning environment in which employees and subcontractors participate in high-quality educational experiences, both in technical training and personal development that enable them to meet their professional aspirations. Most of the technical training focuses on construction industry subjects, and management and leadership training focus on how it can be applied in the construction industry.

The SDCC Expansion Plan Administrator, Kwaku Gyabaah, facilitates the program.

4. Veteran business inclusion and employment plan;

Clark and Hunt have a long history of supporting military organizations and supporting veterans through our community outreach, charitable giving, employment opportunities and specific recruitment programs. Our firms proudly currently employ more than 37 salaried



veterans in positions ranging from project engineer to vice president. We recruit a great many of these employees through firms specializing in the placement of military personnel into the civilian workforce.

5. Apprenticeship utilization plan;

Clark/Hunt believes that providing local residents with apprenticeship opportunities is key to the success of every project that we undertake. This practice helps to continue to build the pool of much needed talent within the building trades, and helps local residents to take pride in the roles that they play on projects within their area. Clark/Hunt consistently complies with, and causes our subcontractors to comply with California Labor Code Section 1777.5, which requires all public works contractors to :

1. Submit Contract Award Information
2. Employ registered Apprentices
3. Make training fund contributions

Our apprenticeship Utilization Plan will be built around compliance with these steps which are further outlined below, and by seeking other creative ways to maximize apprenticeship utilization.

1. Submit Contract Award Information

Clark/Hunt will ensure that contractors who are already approved to train apprentices must provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade that has approved the contractor in the area of the site of the of the SDCC project. The Contract Award Information will be in writing and submitted to the applicable committee(s) within 10 days of the date of the prime or subcontract but in no event later than the first day the contractor has workers employed on the SDCC project. Concurrently, Clark/Hunt and other contractors not already approved to train apprentices will submit Contract Award Information (form DAS 140) to every

apprenticeship program in the geographic area of the SDCC project, for each craft we intend to employ on the project.

2. Employ Registered Apprentices

The California Labor Code further stipulates that a contractor on a public works project must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman, for each separate craft intended to be employed on a public works project.

Clark/Hunt will also ensure that all contractors request dispatch of apprentices from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (excluding Saturdays, Sundays and Holidays) before the date on which apprentices are required. All requests for dispatch will be in writing and sent by first class mail, fax or email.

Contractors who do not receive a sufficient number of apprentices from their initial request, will request dispatch apprentices from all other apprenticeship committees.

As part of our Apprenticeship Utilization Plan, all apprenticeship related regulations will be included within the bid packages and subcontracts of every trade on the project, ensuring that the regulations are remembered, and enforced.

3. Make Training Fund Contributions

Clark/Hunt will ensure that our team, and all subcontractors who receive awards on the project make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.

Relationships with San Diego Based Apprenticeship Organizations

Another key aspect of our apprenticeship Utilization Plan are our existing relationships with San Diego based apprenticeship organizations. As previously stated, Clark/Hunt has already teamed with the Black Contractors Association (BCA) as part of our team of outreach consultants for the SDCC project. One of the other factors that makes BCA such a strong partner is that the organization sponsors a California approved Apprenticeship program called the Innercity Community Unilateral Apprenticeship Committee. Having this group as an exclusive partner to the Clark/Hunt team will be an invaluable asset in ensuring that apprentices play a significant role on the SDCC project. Clark/Hunt also has a longstanding relationship with the Associated General Contractors of America's (AGC's) San Diego Chapter, as well as other critical trade/labor organizations that position our team to maximize the utilization of apprentices.

Dedicated Onsite Contract Compliance Officer and EEO Manager

Clark/Hunt's onsite EEO Manager, Theodora Oyie, is highly experienced in ensuring that apprenticeship utilization results are achieved. Ms. Oyie's diligence has helped Clark to post some of the highest apprenticeship utilization numbers in Southern California. Her accomplishments have been as a result of her ability to develop solid relationships with our subcontractors, attendance of weekly Foreman meetings onsite to reinforce the importance of apprenticeship utilization, and establishment of partnership with community based apprenticeship preparation organizations, which helps her to serve as a resource to those seeking apprentices. Ms. Oyie's consistent presence onsite has been key to keeping apprenticeship utilization as a priority on past projects, and will provide the same level of focus on the SDCC project.

During the Pre-construction stage of the project, Clark/Hunt will work with the City to further refine our Apprenticeship Utilization Plan, and to finalize a trade-by-trade plan for the utilization of apprentices.

6. Description of how state prevailing wage laws (including subcontractor compliance & employee interviews) will be monitored;

With Clark/Hunt's portfolio of public projects nationwide, we are well versed in the wage and reporting requirements applicable to City regulations and the Davis Bacon Act. Our project document control procedures ensure that all appropriate reporting is completed by the subcontractors on our projects. Additionally, we have monitoring procedures in place to verify wages are in compliance with the Davis Bacon Act.

Some of the control mechanisms we utilize include:

- Wage compliance requirements and reporting expectations are written directly in the subcontract agreements on our projects;
- Clear communication of the wage and reporting requirements is established as an agenda item at pre-work meetings held with the on-site subcontracting teams; and
- Requisition payments are tied to a subcontractor's timely compliance with wage and reporting requirements.

Our on-site EEO Manager will be responsible for ensuring these procedures are maintained continuously throughout the duration of the project. A sample of our Certified Payroll Reports is provided on the next page:

SAMPLE

Certified Payroll Reports Tracking Log

Sub-Contractor / Supplier	11/25/2011	12/2/2011	12/9/2011	12/16/2011	12/23/2011	12/30/2011	1/6/2012	1/13/2012
American Fence	12	13	14	15	16	17	18	19
American Slab								
Anning - Johnson				1	2	3	4	5
A.O. Reed	4	5	6	7	8	9	10	11
Bonita Valley Excavation (under AO Reed)							1	2
Farwest Insulation (under AO Reed)								
Penhall (Under AO Reed)								
Bergolactic	15	16	17	18	19	20	21	22
Bonita Valley Excavation (under Berg)						1	2	3
Western Concrete (under Berg)								
Clark Construction	4	5	6	7	8	9	10	11
CME, Inc.					1	2	3	4
F.J. Willert	12	13	14	15	16	17	18	19
Kyne Construction	6	7	8	9	10	11	12	13
Morley	9r	10	11	12	13	14	15	16
Bonita Valley Excavation (under Morley)	4	5	6	7	8	9	10	11
Pacific Coast Steel (under Morley)	3	4	5	6	7	8	9	10
Maxim Crane (under PCS and Morley)	2	3	4	5r	6	7	8	9
FJ Willert (under Morley)					1	2	3	4
Peter Ross				1	2	3	4	5
KEY								
Subcontractor names are in bold font								
Lower tier subcontractors are in italic font								
Red highlighted rows mean a final CPR has been received								
Black highlighted rows mean work has not been started on site								

7. Performance outcomes, milestones, and reporting;

Ultimately it is Clark/Hunt's goal is to ensure that the SDCC Expansion project becomes a model for successful Equal Opportunity Contracting (EOC) and Equal Employment Opportunity (EEO) in the greater San Diego area. All Equal Opportunity Contracting and Employment efforts will be thoroughly documented and made available for review by the City of San Diego. The Contractor Activity Report required to be submitted quarterly per the RFQ will serve as the primary reporting mechanism that will be used to ensure that ELBE/SLBE/MBE/WBE/DBE/DVBE/OBE contracting is occurring, and on track toward the project goals. For the Equal Employment Opportunity requirements, a Work Force Report has been submitted with this RFQ response, and Clark/Hunt will complete any additional information that is requested.

Prior to the release of each bid package noted on our Procurement Priority Matrix above, Clark/Hunt will review our targeted areas for ELBE/SLBE/MBE/WBE/DBE/DVBE/OBE participation, and evaluate our results during and after the award of each individual trade. This regular assessment will allow us to ensure that our progress is in line with our original forecasts, and to identify areas where we can further maximize participation. As we reach 25%, 50%, 75%, and 100+% milestones of our overall target percentages for each stage of the project, we will record and share this information with the City.

For every contract that is issued, Clark/Hunt will obtain contractual commitments for ELBE/SLBE/MBE/WBE/DBE/DVBE/OBE participation and Equal Employment Opportunity, and record those commitments in the body of each subcontract agreement. On past projects, this practice has helped us in enforcing ELBE/SLBE/MBE/WBE/DBE/DVBE/OBE commitments, and supporting

subcontractors in reaching ELBE/SLBE/MBE/WBE/DBE/DVBE/OBE goals. Clark/Hunt will also incorporate all Equal Opportunity Contracting and Equal Employment Opportunity contract clauses in accordance with the City's Equal Opportunity Program Requirements.

Finally, Clark/Hunt will track the number of project participants involved within the Strategic Partnership Program, allowing us to maintain records of the number of companies that receive developmental assistance that will have a positive impact long after the completion of the SDCC project.

8. The individual responsible for the plan and its performance.



As the Procurement Manager, Kwaku Gyabaah, will oversee implementation of this Strategic Plan for the SDCC Expansion project. He has extensive experience developing and executing innovative and effective strategic outreach and procurement plans on projects similar in size and scale to the SDCC project. Mr. Gyabaah also represents Clark Construction on the Board of the National Association of Minority Contractors. Mr. Gyabaah will be responsible for overseeing all research, communication, outreach and compliance efforts to ensure the Clark/Hunt team is identifying and

contacting all potential small businesses; overseeing and actively engaging in the bid package development; bidding and purchasing processes to ensure maximum opportunities for small businesses; actively monitoring the Team's progress in meeting the small business subcontracting goals; attending weekly meetings that focus on procurement and small business status, and supervising the preparation and timely submission of periodic reports. Analysis of these reports may identify contracting trends that impact small businesses. This information will be shared with the Project Team to stimulate a collaborative effort to identify and respond to opportunities to maximize small business participation.

4.3.3 The CM's strategic plan shall also include a section describing the CM's general approach for achieving the subcontracting participation during GMP negotiations.

Clark/Hunt has studied the project documents that were made available, and we are committed to completing every step outlined within the RFP and the "Whitebook." Leveraging our strong relationships within ELBE/SLBE/MBE/WBE/DBE/DVBE/OBE business community, Clark/Hunt has already created a plan that outlines areas of strong opportunity for ELBE/SLBE/MBE/WBE/DBE/DVBE/OBE inclusion on the SDCC Expansion (shown above in Figure 2). With this foundation in place, Clark/Hunt will utilize the following approaches to exceed the above stated subcontractor participation goals during GMP negotiations:

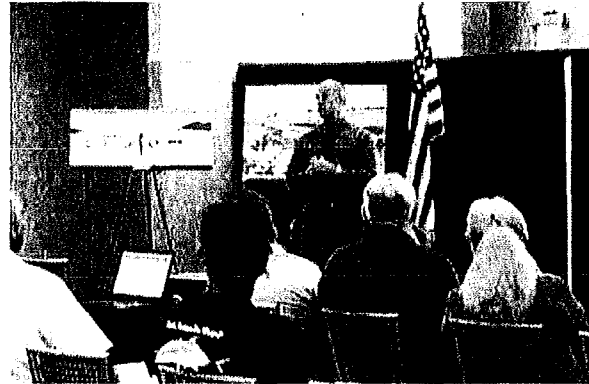
Outreach Meetings/Business Opportunity Fairs

Clark/Hunt's contracting and employment outreach programs are ongoing and intensive. Clark/Hunt utilizes various approaches, including Subcontractor Outreach Meetings, Opportunity Fairs, and Advertising and the following approaches to maintain personal contact with the local subcontracting community and

local workforce. The typical meeting also designed to accomplish the following objectives:

- Generate awareness about the project and the Equal Opportunity Contracting & Employment goals.
- Generate dialogue and teaming opportunities between large prime subcontractors and smaller subcontractors and suppliers.
- Introduce the Clark/Hunt team including the Equal Opportunity Contracting & Employment Plan Administrator and additional Clark preconstruction and operations personnel in attendance.
- Present information on how to do business with Clark for this project and future subcontracting opportunities.
- Coordinate efforts between Clark and the Equal Opportunity Contracting & Employment business community to address any questions and/or concerns.
- Discuss bonding requirements and insurance requirements.
- Introduce individuals interested in employment opportunities to trade subcontractors
- Discuss assistance available to subcontractors.
- Provide an Overview of project, including:
 - Review of project schedule
 - Bidding criteria/contract requirements
 - Subcontracting opportunities for services, equipment, material and supplies in addition to trades work
 - Procedures for joining Clark's Subcontractor Qualification database.

Clark/Hunt will also continue to perform Equal Opportunity Contractor Outreach Workshops with the goals of informing potential ELBE/SLBE/MBE/WBE/DBE/DVBE/OBE of upcoming opportunities, and meeting additional ELBE/SLBE/MBE/WBE/DBE/DVBE/OBE contractors.



Clark/Hunt has hosted subcontractor outreach informational workshops to benefit the local subcontractor community.

Advertisements

Advertising and marketing to diverse firms will include:

- A project-specific web site outlining upcoming procurement opportunities
- Newspaper advertisements including local and minority publications
- Invitations to business organizations and community groups
- Invitations to vendors in the subcontracting database
- Flyer advertisements for general distribution and posting
- Trade association publications
- Local government website posting
- Breakdown of Trade Packages

Clark/Hunt is also evaluating ways to further break down work packages in order to maximize ELBE/SLBE/MBE/WBE/DBE/DVBE/OBE contractors. Larger trades such as steel can be broken down into multiple bid packages, allowing greater participation by ELBE/SLBE/MBE/WBE/DBE/DVBE/OBE contractors. In the past, we have also worked with our subcontractors to host Outreach events to provide trade-specific job opportunities.

Encouraging Trade-Specific Strategic Partnerships

Through our experience with similar large projects, we understand that on a large project such as this, it may be difficult for small, local, emerging, and disabled veteran businesses to have the capacity and capability to undertake a significant trade subcontract at the first tier without assistance. We have previously referenced our strategy of breaking up certain scopes into smaller pieces and defining specific bid packages that are more manageable in size; however, there are certain more complex trades that do not lend themselves to such a split. In those cases, we will encourage the first-tier business to create a strategic partnership, or second-tier relationship, with a large business wherein the small business leads the subcontracting efforts, and the large business provides support and training to the small business, while performing a defined portion of the work. When this approach is utilized, we will ensure that the first tier ELBE/SLBE/DVBE performs at least 50% of the work in accordance with the RFP.

We have successfully used this approach on several large convention center projects, and have seen the positive results as the small, local, emerging businesses have increased their capabilities for future projects. These partnerships allow the business to perform significant work on the project, with support from the large business. The business is provided with opportunities for growth and increased capacity, while

maintaining the high level of performance that is demanded by a project of this magnitude. We believe that this concept will be highly successful on the SDCC Expansion project.

When evaluating these agreements, we thoroughly review and consider certain criteria to ensure that the ELBE/SLBE/DVBE business is taking the lead on the project and being provided with a realistic opportunity for growth and development. We consider the following:

- **Representations:** Has the small, diverse business provided written evidence of its certification status?
- **Experience:** Does the small, diverse business have past experience performing work that aligns with the scope of this proposed subcontract?
- **Participation:** Will the small, diverse business perform a commercially useful function on the subcontract, and be responsible for at least 25% of the cost of project management, field labor, and/or supervision with its own employees? Will the small, diverse business be overly reliant on the large business in the performance of the subcontract?
- **Risk/Reward:** Will the small, diverse business be at risk? Have an opportunity for reward? Commensurate with its percentage of participation in the subcontract?
- **Opportunity:** Will the proposed subcontract provide a realistic opportunity for the growth and development of the small, diverse business?



Clark/Hunt has worked -- and will continue to work -- to establish mentoring partnerships between small business concerns and the major trades for all of our major projects. In such mentoring partnerships, the larger business provides guidance and training to the smaller business to help the small business grow and compete successfully for larger contracts on its own. We provide background information on local, small and disadvantaged businesses to potential prime contractors for the purposes of encouraging their utilization and to determine mentoring or partnership opportunities.

Using these guidelines helps us confirm that we are following both the letter and the spirit of the subcontracting participation guidelines and fostering growth within the small business community.

Subcontractor Development Group: A Dedicated Diversity Outreach and Compliance Resource

In 2009, Clark created the Subcontractor Development Group (SDG) to increase consistency across Clark's existing, highly aggressive contracting and employment outreach and compliance programs. In the past, individual project teams were solely responsible for the success of their outreach and compliance programs, tracking and maintaining their own diverse contracting and employment performance information and reporting. Today, the SDG serves as Clark's dedicated resource to work with all project teams to ensure the achievement of their diverse contracting and employment goals, tracking and enforcing the company's top-down commitment for goal attainment. The SDG has also supported the entire Clark/Hunt team on past joint ventures.

The SDG is also responsible for in-house compliance training, small business outreach fairs and workshops, developing relationships with small business subcontractors and government agencies, aligning the company with federal, state and local subcontracting regulations, and serving as a resource in the pursuit and performance of all projects.

The SDG conducts detailed reviews of each diverse subcontractor's experience and resources to perform successfully on a project. In order to work with Clark, all subcontractors, including any diverse firms, are required to complete a Subcontractor Qualification Application (SQA) and have it reviewed and approved by the dedicated Diverse Contracting and Employment Plan Administrator. The SQA reviews the company's leadership structure, financial strength, insurance and



bonding capability, revenue, safety record, operational history, experience, equipment, manpower and other factors that will ensure their ability to perform. Prior to making any subcontract awards, Clark's Project Team must conduct a Subcontractor Qualification Review (SQR) and have this review signed off by the Purchasing Manager, the Project Manager and the Plan Administrator to verify that all parties are in agreement that the subcontractor has the ability to perform the scope and meet all contract requirements. The SDG also helps to organize employment opportunity fairs and other related activities that help interested individuals to get connected with project wide job opportunities.

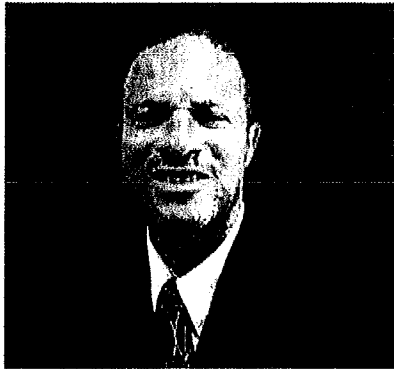
SDG's efforts are a great resource to have and call upon when needed on all of our projects. This department's knowledge and research has resulted in an increased awareness of available qualified diverse contractors with the capability to support Clark/Hunt on our projects, as well as increased hiring of local, diverse individuals on our projects. The SDG has been a key element of Clark/Hunt's proactive and aggressive outreach programs.

Conclusion

In summary, Clark/Hunt is excited not only to build the SDCC Expansion project but to utilize this project as an opportunity to help create new business opportunities for local, small and otherwise disadvantaged businesses in San Diego. We look forward to working with the City and the local business community to help realize these important opportunities.

ABDUR-RAHIM HAMEED

PRESIDENT AND CEO, BLACK CONTRACTORS ASSOCIATION OF SAN DIEGO



CURRENT ROLE AND RESPONSIBILITIES

Mr. Hameed is founder and president of the Black Contractors Association of San Diego, with present membership of 350 business owners. BCC, Inc. was established in 1995 as Public Relations Firm to provide community outreach services for governmental agencies and the construction industry to aid them in meeting their Voluntary Minimum Participation Levels (MPL) in support of the Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), or Disabled Veteran Enterprise (DVBE) and Small Business Enterprise construction contractors.

In 1995, BCC, Inc. led the way for Historically Underutilized Business Enterprises (HUBE's) and an Equal Opportunity Outreach Pilot Program for the Convention Center Expansion Team, utilizing successful outreach with classroom contractors' training programs, pre-job placement, and recruitment for apprenticeship training programs.



FOUNDED
1995

PROJECT ACCOMPLISHMENTS

San Diego Convention Center Expansion, SAN DIEGO, CA

BCC was hired to provide small business community outreach services to help increase the participation of women and people of color in construction and employment. The success of this outreach resulted in 45% participation in contracting and 74% diversity hiring in all trades. BCC, Inc.'s responsibility was to administer an on-site one stop employment resource center that provided job placement and retention an assist in small business outreach.

San Diego Petco Park, SAN DIEGO, CA

BCC, Inc. provided community outreach to small business contractors and increased workforce diversity. BCC as the outreach consultant hosted community outreach events and a workforce development program. BCC, Inc.'s responsibility was to administer an on-site one stop employment resource center that provided job placement and retention.

San Diego Unified School District, SAN DIEGO, CA

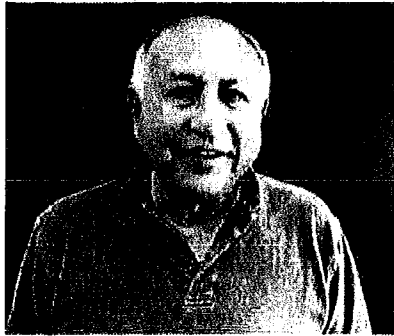
BCC, Inc. provided community outreach services for local community contractors for women, small businesses and people of color. These services included hosting community business to business lunch and learn meeting mixers to support business capacity building for greater opportunities. Which resulted 41% DBE/WBE/SBE and DVBE's.

San Diego Unified School District, SAN DIEGO, CA

BCC was hired by SDCCD to provide community outreach and recruitment of small business & DBE's contractors. This included developing a community outreach work plan and providing quarterly reports to track progress and outcomes. Which resulted in an increase from 23.4% to 45% BCC also provided an Inner-city Community Employment Resource Center for local job seekers.

JOSE MIRELES

EXECUTIVE DIRECTOR, LATINO BUILDERS INDUSTRY ASSOCIATION



FOUNDED
1992

CURRENT ROLE AND RESPONSIBILITIES

In his role as Executive Director/CEO of Latino Builders Industry Association (LBIA), Mr. Mireles has overseen the design, development and implementation of a specialized small business outreach program. LBIA has successfully secured professional outreach and public/government relations contracts on several significant local construction projects.

PROJECT ACCOMPLISHMENTS

- San Diego Unified School District- \$1.5 billion dollars in construction funding
- San Diego Padres Ballpark- \$425 million in construction funding
- San Diego Convention Center- \$215 million in construction funding
- Market Creek Plaza- \$55 million in construction funding
- Paseo del Rey Affordable Housing Project- \$6 million in construction funding plus assistance with government relations
- Outreach consultant for the Sweetwater Union High School District
- Marina Gateway Development which includes a hotel, and a commercial center which opened Fall 2009

Latino Builders Industry Association of San Diego (LBIA) is a nonprofit trade association founded by Latino contractors in 1992 to foster the expansion of economic opportunities in the construction industry for small, emerging businesses. The organization has grown into a strong advocate for change in the industry, and focuses on "building partnerships within the community. LBIA's services include contractor outreach, technical assistance, and overall business management for subcontractors.

WENDY URUSHIMA-CONN

PRESIDENT AND CEO ASIAN BUSINESS ASSOCIATION



FOUNDED
1990

MEMBERSHIP
500 (small, medium and large
businesses)

CURRENT ROLE AND RESPONSIBILITIES

Wendy Urushima-Conn has more than twenty years of experience in community outreach, marketing and public relations and is the President and CEO of the Asian Business Association. Currently she serves as a board member and volunteer for numerous San Diego agencies including Board Member and Past President of the Asian Business Association Foundation, Past President of the Asian Business Association Board of Trustees, current board member of Asian Business Association Advisory Board, Past President of Girls Incorporated of San Diego, Scholarship Committee, The San Diego Foundation, Volunteer and Graduate, LEAD San Diego, Volunteer and Mentor, The Jenna Druck Foundation and marketing committee for The San Diego Public Library Foundation.



Asian Business Association
of San Diego

ASIAN BUSINESS ASSOCIATION OF SAN DIEGO

ABA San Diego was founded in 1990, and has grown to its current membership of over 500 members. ABA provides a strong voice on business, cultural and political issues of interest to San Diego's Asian and Pacific Islander community. A non-profit 501(c) (6) organization, ABA is funded by membership dues, corporate sponsorships and through public procurements. ABA facilitates the growth and development of member businesses through ongoing entrepreneurial education, communication and business networking programs.

Our members include construction design professionals and the subcontracting community. Our skill set is assisting in the outreach to the Asian Pacific communities to inform, educate and encourage participation in large public works projects.

As a nonprofit business association, ABA is not a certified Minority Business Enterprise nor do we have other professional certifications. It is our members and staff that have those certifications which we promote.



ORIGINAL

CONVENTION CENTER EXPANSION PHASE III

PRE-CONSTRUCTION SERVICES

AGREEMENT

CONSTRUCTION MANAGER AT RISK (CMAR)

BID NO.:	K-12-5795-CMAR-3-C
SAP NO. (WBS/IO/CC):	S-12022
CLIENT DEPARTMENT:	1000
COUNCIL DISTRICT:	2
PROJECT TYPE:	BT

Table of Contents

RECITALS 1	1
ARTICLE I - SCOPE OF SERVICES	1
ARTICLE II - DURATION OF AGREEMENT	4
ARTICLE III - COMPENSATION	6
ARTICLE IV - INSURANCE	7
ARTICLE V - MANDATORY CONTRACT CLAUSES.....	9
ARTICLE VI - INDEMNIFICATION	12
ARTICLE VII - GENERAL PROVISIONS	12

List of Exhibits

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program
Attachment 1 Subcontractors List
- Exhibit E - CM Certification for a Drug-Free Workplace
- Exhibit F - Contractor Standards Pledge of Compliance
- Exhibit G - Conflict of Interest Determination Form
- Exhibit H - Equal Benefits Ordinance Certification of Compliance
- Exhibit I - Regarding Information Requested under the California Public Records Act
- Exhibit J - American with Disabilities Act (ADA) Compliance Certification
- Exhibit K - Organization and Staffing
- Exhibit L - Clark-Hunt SDCC Interview Q&A Responses
- Exhibit M - Phased Funding Agreement

**PRE-CONSTRUCTION SERVICES AGREEMENT
BETWEEN THE CITY OF SAN DIEGO
AND CLARK/HUNT, A JOINT VENTURE FOR THE
CONVENTION CENTER EXPANSION PHASE III**

This Agreement is made and entered into between the City of San Diego, a municipal corporation (City), and CLARK/HUNT, A JOINT VENTURE (CM) for the CM to provide construction manager at risk Pre-Construction Services to the City for the Convention Center Expansion Phase III (Project).

RECITALS

- A. The City is considering expanding the Convention Center. The City desires to hire a licensed contractor to perform tasks during the Project design phase, including design review, value engineering (VE), cost estimation, solicitation of subcontracted trades and materials, bidding, and preparation of a guaranteed maximum price (GMP) proposed for construction services.
- B. To design and assist in the administration of the Project the City has entered into a contract with Fentress Architects, hereinafter referred to as the "Design Professional."
- C. The Mayor and City Council authorized the award and execution of a Pre-Construction Services agreement with the CM for the Project pursuant to Resolution No. R-307710 and San Diego Municipal Code (SDMC) Section 22.3808.
- D. The CM has the expertise, experience and personnel necessary to work with the Design Professional and provide Pre-Construction Services for the Project.

NOW THEREFORE, for and in consideration of the recitals stated above and incorporated herein by this reference and the mutual obligations of the Parties expressed herein, the City and the CM agree as follows:

AGREEMENT

ARTICLE I - SCOPE OF SERVICES

- 1.1 **Scope of Services.** The CM shall perform the Pre-Construction Services (Services) as described in the following documents (Contract Documents):
 - 1.1.1 This Agreement.
 - 1.1.2 The Scope of Services attached as Exhibit A.
 - 1.1.3 RFP under Bid No. K-12-5795-CMAR-3-C and related addenda.
 - 1.1.4 RFQ under Bid No. K-12-5795-CMAR-3-C (RFQ) and related addenda.

- 1.1.5 CM's Interview Q&A Responses (Exhibit L).
- 1.1.6 CM's Proposal submitted in response to the Request for Proposals (RFP) under Bid No. K-12-5795-CMAR-3-C.
- 1.1.7 CM's Statement of Qualifications submitted in response to Request for Qualifications (RFQ) under Bid No. K-12-5795-CMAR-3-C.
- 1.1.8 CM's Organization and Staffing (Exhibit K).

In the event of a conflict among the Contract Documents, the document higher on the list shall have precedence (e.g., the Scope of Services takes precedence over conflicting provisions in the RFP). Provisions addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.

- 1.2 **Contract Administrator.** The Public Works Department is the contract administrator for this Agreement. The CM shall provide the Services under the direction of a designated representative of the Public Works Department. The City's designated representative will communicate with the CM on all matters related to the administration of this Agreement and the CM's performance of the Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless this Agreement specifies otherwise. The CM shall bring any direction received from any other City employee to the City's designated representative for confirmation.
- 1.3 **City Modification of Scope of Services.** The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the CM's cost of, or the time required for, the performance of any of the Professional Services, the CM shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the CM's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.
- 1.4 **Written Authorization.** Prior to performing any Services, the CM shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the CM shall immediately advise the City in writing of any anticipated change in the Scope of Services, Compensation and Fee Schedule (Exhibit B), or Time Schedule (Exhibit C), and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the CM from its duty to render all Services in accordance with applicable laws and accepted industry standards.
- 1.5 **Confidentiality of Services.** All Services performed by the CM, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the CM, 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 CM, at the time that it was disclosed to the CM by the City, (b) subsequently becomes publicly known through no act or omission of the CM, or (c) otherwise becomes known to the CM other

than through disclosure by the City. Except for subcontractors covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

1.6 Competitive Bidding. The CM shall confirm that the plans and specifications for the Project are prepared to allow for competitive bidding. The CM shall provide advice and recommendations such that procurement of services, labor or materials are not available from only one source, or developed around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by the City. The CM shall submit this written justification to the City prior to incorporating such a recommendation into the GMP. Whenever the CM recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Project.

1.7 Industry Standards. Services performed by the CM under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent licensed contractor and 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 CM of responsibility for complying with all applicable laws, codes, and good consulting practices.

1.8 Subcontractors. The CM's hiring or retaining of any third parties (Subcontractors) to perform Services (Subcontractor Services) is subject to prior approval by the City. The CM shall list on the Subcontractor List (Exhibit D Attachment 3) all Subcontractors known to the CM at the time this Agreement is executed. If at any time after this Agreement is entered into the CM identifies a need for additional Subcontractor Services, the CM shall give written notice to the City of the need, at least 45 Days before entering into a contract for such Subcontractor Services. The CM's notice shall include a justification, a description of the Scope of Services, and an estimate of all costs for the Subcontractor Services. The CM may request that the City reduce the 45 Day notice period. The City agrees to consider such requests in good faith.

1.8.1 Disputes. In any dispute between the CM and Subcontractor, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CM agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the CM and Subcontractor should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this provision.

1.8.2 Withholding. In the case of a deficiency in the performance of Subcontractor Services, the CM 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.

1.9 Subcontracts. All contracts entered into between the CM and any Subcontractor shall provide as follows:

1.9.1 Insurance. The CM shall require the Subcontractor to obtain insurance policies, as described in Article IV, and those policies shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Furthermore, Subcontractor policy limits, and required endorsements shall be determined by the CM proportionate to the services performed by the Subcontractor.

1.9.2 Prompt Payment. The CM is obligated to pay the Subcontractor, for CM and City-approved invoice amounts, out of amounts paid by the City to the CM, not later than 7 Days from the CM's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the CM and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves. If payment is withheld due to deficient work provided by a Subcontractor, once the Subcontractor corrects the deficiency, the CM shall pay the Subcontractor the amount withheld within 7 Days of the CM's receipt of the City's next payment.

1.9.3 Equal Opportunity Contracting. 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.

1.9.4 Intended Beneficiaries. 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.

1.10 Contract Activity Report. The CM shall submit statistical information to the City as requested in the City's Contract Activity Report (Exhibit D Attachment 2) through the City's web-based contract compliance i.e., Prism® portal at:

<https://pro.prismcompliance.com/default.aspx>.

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 CM shall provide an invoice from each Subcontractor listed in the report.

1.11 CM and Subcontractor Principals. It is understood that this Agreement is for unique professional Services. Retention of the CM is based on the particular professional expertise of the following members of the CM's organization: See Exhibit K, Organization and Staffing (Project Team). Accordingly, performance of Professional Services on the Project may not be delegated to other members of the CM's organization or to Subcontractors without the prior written consent of the City. 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 is a default of the terms and conditions of this Agreement by the CM. 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 CM, to require any of the CM's employees or agents to be removed from the Project.

ARTICLE II - DURATION OF AGREEMENT

- 2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or July 31, 2016, whichever is the earliest but not to exceed 5 years unless approved by City ordinance.
- 2.2 Time of Essence.** Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of the Scope of Services is set forth in the Time Schedule.
- 2.3 Notification of Delay.** The CM shall immediately notify the City in writing if the CM experiences or anticipates experiencing a delay in performing the Services within the time frames set forth in the Time Schedule. 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 City's requirements for the Services, the City may exercise its rights under Sections 2.5-2.7 of this Agreement.
- 2.4 Force Majeure.** If delays in the performance of the Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the CM to a reasonable extension of time, but such delay shall not entitle the CM 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 CM's work; inability to obtain materials, equipment, or labor; required additional Services; or other specific reasons agreed to between the City and the CM; provided, however, that: (a) this provision shall not apply to, and the CM shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the CM; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the CM to an extension of time unless the CM furnishes the City, in a timely manner, documentary proof satisfactory to City of the CM'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 CM's performance of the 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 CM 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 CM a sum equivalent to the reasonable value of the Services the CM has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the CM. The City may then require the CM to resume performance of the Services in compliance with the terms and conditions of this Agreement; provided, however, that the CM 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 Services agreed to pursuant to this Agreement by giving 30 Days written notice of such termination to the CM. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Services shall be effective 30 Days after receipt of the notice by the CM. Upon notice of termination from the City, the CM shall complete any and all additional work necessary for the orderly filing of documents and closing of the CM's Services under this Agreement. For services satisfactorily rendered in completing the work, the CM shall be entitled to fair and reasonable compensation for the Services performed by the CM before the effective date of termination. After filing of documents and completion of performance, the CM shall deliver to the City all documents or records related to the CM's Services. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the CM 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 CM fails to satisfactorily perform any obligation required by this Agreement, the CM's failure constitutes a Default. A Default includes the CM's failure to adhere to the Time Schedule. If the CM fails to satisfactorily cure a Default within 10 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 CM, and any person claiming any rights by or through the CM 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 CM.

ARTICLE III - COMPENSATION

- 3.1 Amount of Compensation.** The City shall pay the CM for actual costs incurred for performance of the Services in accordance with the Compensation and Fee Schedule. The compensation for the Scope of Services shall not exceed \$500,000, which is a guaranteed maximum price, requiring the CM to successfully complete the Services even if its actual costs exceed \$500,000. The compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$100,000. The total compensation paid to CM under this Agreement shall not exceed \$600,000.
- 3.1.1 Project Fees.** Notwithstanding section 3.1, if the City directs the CM to obtain any permits or licenses for the Project prior to the execution of a Construction Services Agreement (CSA), the cost of such permits, licenses and related fees shall be paid directly by the City to the permitting or licensing agency and shall not be counted towards the maximum compensation set forth in section 3.1.
- 3.2 Additional Services.** The City may require that the CM perform additional Services (Additional Services) beyond those described in the Scope of Services. Prior to the CM's performance of Additional Services, the City and the CM must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance

with the Compensation and Fee Schedule. The City will pay the CM for actual costs incurred for the performance of Additional Services in accordance with Section 3.3.

- 3.3 Manner of Payment.** The City shall pay the CM in accordance with the Compensation and Fee Schedule. For the duration of this Agreement, the CM shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The CM shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The CM shall include with each invoice a description of completed Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within 30 Days of receipt.
- 3.4 Additional Costs.** The CM shall not be paid for any Services required due to the CM's errors or omissions, and the CM shall be responsible for any additional costs it incurs as a result of such errors or omissions.
- 3.5 Phase Funding.** This Project will be phase funded in accordance with the conditions set forth in this Section. Total compensation to be paid to the CM by the City for all Services performed under each phase of this contract shall not exceed the amount specified in the Phase Funding Schedule (Exhibit M) for each phase unless said amount is modified, in writing, by an amendment to this Agreement.
- 3.5.1 Services To Be Performed Under Each Phase.** The services to be performed under this Agreement shall be performed during the separate and specific phases identified in the Phase Funding Schedule in Exhibit M.
- 3.5.2 Compensation And Funding Phases.** It is expressly understood by and between the City and the CM that the Services and compensation for the funding phases after Funding Phase 1 identified in the Phase Funding Schedule are subject to funds being appropriated and authorized by the Mayor and City Council for the Services. The City's obligations and the CM's obligations under this multi-phase contract which will be funded by multi-phase funding authorizations are as follows:
- 3.5.2.1** Funds available for performance are described in the Phase Funding Schedule. The amount of funds available at award is not considered sufficient for the performance required for any Funding Phase other than Funding Phase 1. When additional funds are available for the full requirements of the next Funding Phase, the City shall, not later than the date specified (unless a later date is agreed to), so notify the CM in writing. The City shall also modify the amount of funds as available for contract performance as described in the Phase Funding Schedule. This procedure shall apply for each successive funding phase.
- 3.5.2.2** The City is not obligated to the CM for any amount over that specified in the Phase Funding Schedule as available for contract performance and authorized by the Mayor and City Council.

- 3.5.2.3 The CM is not obligated to incur costs for the performance of Services required for any funding phase after Funding Phase 1 unless and until written notification is received from the City of an increase in the availability of funds. If so notified, the CM's obligation shall increase only to the extent the contract performance is required for the additional funding phase for which funds are made available.
- 3.5.2.4 If this Agreement is terminated by the City pursuant to section 2.6, the total compensation paid to CM, including any costs associated with closing out the Services, shall not exceed the cumulative amount of the funding phases authorized by the Mayor and City Council.

ARTICLE IV - INSURANCE

- 4.1 Insurance.** The CM shall not begin the Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates reflecting evidence of all insurance as set forth herein; however, the City reserves the right to request, and the CM shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required in Section 4.4 of this Agreement; and (c) confirmed that all policies contain the specific provisions required in Section 4.5 of this Agreement. CM's liabilities, including but not limited to CM'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 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 CM'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 CM shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.
- 4.2 Types of Insurance.** At all times during the term of this Agreement, the CM shall maintain insurance coverage as follows:
- 4.2.1 Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- 4.2.2 Commercial Automobile Liability.** For all of the CM's automobiles including owned, hired and non-owned automobiles, the CM 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).

4.2.3 Workers' Compensation. For all of the CM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the CM 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 CM 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.

4.2.4 Professional Liability. For all of the CM's employees who are subject to this Agreement, the CM 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 CM shall ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) 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 CM 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 Deductibles. All deductibles on any policy shall be the responsibility of the CM and shall be disclosed to the City at the time the evidence of insurance is provided.

4.4 Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Agreement shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City. 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 Line 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.

4.5 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.

4.5.1 Commercial General Liability Insurance Endorsements.

4.5.1.1 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.

4.5.1.2 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 CM's insurance and shall not contribute to it.

4.5.2 Commercial Automobile Liability Insurance Endorsements.

4.5.2.1 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 automobile owned, leased, hired or borrowed by or on behalf of the CM.

4.5.3 Worker's Compensation Endorsements.

4.5.3.1 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.

- 4.6 Reservation of Rights.** The City reserves the right, from time to time, to review the CM's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the CM 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.
- 4.7 Additional Insurance.** The CM may obtain additional insurance not required by this Agreement.
- 4.8 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.

ARTICLE V - MANDATORY CONTRACT CLAUSES

5.1 Non-Discrimination Requirements. All City agreements, contracts, and subcontracts are subject to the City's Nondiscrimination in Contracting Ordinance No. O-2000-143 adopted on April 10, 2000. All City contractors and subcontractors should be aware of the provisions of Municipal Code Sections 22.3501 - 22.3517. The policy applies equally to the CM and all Subcontractors and Suppliers.

5.1.1 Compliance with the City's Equal Opportunity Contracting Program. The CM shall comply with the City's Equal Opportunity Contracting Program CM Requirements [Exhibit D]. The CM shall not discriminate against any employee

or applicant for employment on any basis prohibited by law. The CM shall provide equal opportunity in all employment practices. The CM shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program CM Requirements. Nothing in this Section shall be interpreted to hold the CM liable for any discriminatory practice of its Subcontractors.

5.1.2 Non-Discrimination Ordinance. The CM 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 CM shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The CM 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 CM and any Subcontractors, vendors and suppliers.

5.1.3 Compliance Investigations. Upon the City's request, the CM agrees to provide to the City, within 60 Days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the CM 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 CM for each subcontract or supply contract. The CM further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance. The CM 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 CM up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The CM further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

5.2 Drug-Free Workplace. The CM 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 CM shall certify to the City that it will provide a drug-free workplace by submitting a CM Certification for a Drug-Free Workplace form [Exhibit E].

5.2.1 CM's Notice to Employees. The CM 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.

5.2.2 Drug-Free Awareness Program. The CM shall establish a drug-free awareness program to inform employees about all of the following:

5.2.2.1 The dangers of drug abuse in the work place.

5.2.2.2 The policy of maintaining a drug-free work place.

5.2.2.3 Available drug counseling, rehabilitation, and employee assistance programs.

5.2.2.4 The penalties that may be imposed upon employees for drug abuse violations.

5.2.3 Posting the Statement. In addition to Section 4.7.1 above, the CM shall post the drug-free policy in a prominent place.

5.2.4 Subcontractor's Agreements. The CM further certifies that each contract for Subcontractor Services for this Agreement 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. CMs and Subcontractors shall be individually responsible for their own drug-free work place program.

5.3 Product Endorsement. The CM acknowledges and agrees to comply with the provisions of City Council Policy 000-41, 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.

5.4 Equal Benefits. Effective January 1, 2011, any contract entered into, awarded, amended, renewed, or extended is subject to the City's Equal Benefits Ordinance (EBO). In accordance with the EBO, the CM must certify it will provide and maintain equal benefits as defined in Section 22.4302 of the Municipal Code for the duration of this Agreement. Failure to maintain equal benefits is a material breach of this Agreement (see Exhibit H). The CM 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."

The CM must also give the City access to documents and records sufficient for the City to verify CM is providing equal benefits and otherwise complying with the EBO. The full text of the EBO and the rules implementing the EBO 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.

5.5 ADA Certification. Pursuant to City Council Policy 100-04, the CM shall comply with all portions of Title 24 and the ADA. The CM shall ensure that language requiring compliance with City Council Policy 100-04 is incorporated into all its contracts with firms working on the Project. The CM and its Subcontractors will be individually responsible for administering their own ADA and Title 24 program. The CM shall execute and submit to the City the Certification for Title 24/ADA Compliance, as shown in Exhibit J.

- 5.6 San Diego Business Tax Certificate.** The CM and all Subcontractors not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, City Operations Building, Community Concourse, before performing any work on the Project.
- 5.7 Contractor Standards.** This Agreement is subject to the Contractor Standards clause of San Diego Municipal Code Section 22.3004. The CM is required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit F.

ARTICLE VI - INDEMNIFICATION AND LIMITATION OF LIABILITY

- 6.1 Indemnification and Hold Harmless Agreement.** CM agrees to defend, indemnify, protect and hold City, its agents, officers and employees, harmless from and against all claims or judgments asserted, or liability established for damages or injuries to any person or property including to CM's employees, agents or officers, arising directly or indirectly out of obligations, work or services herein undertaken, which arise from, are connected with, are caused or claimed to be caused by the acts or omissions of the CM, its agents, officers and employees. The obligation to indemnify shall be effective even if the City, its agents, officers or employees established passive negligence contributes to the loss or claim. The CM agrees that the City may elect to conduct its own defense or participate in its own defense of any claim related to this Project. The CM's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its agents, officers or employees.
- 6.2 Limitation of Liability.** Under no theory of recovery, whether based in contract, tort, warranty or otherwise will either the City or the CM be liable to one another for any indirect, incidental or consequential damages arising out of or relating to this Project, except as otherwise covered by insurance under Article IV or compensable under section 2.6 upon the City's termination for convenience
- 6.3 Survival Clause.** The CM's obligations under Section 6.1 shall survive the termination or expiration of the Agreement and continue so long as a viable claim exists.

ARTICLE VII - GENERAL PROVISIONS

- 7.1 Mandatory Mediation.** If a dispute arises out of or relates to this Agreement that cannot be resolved through normal contract negotiations, the CM and the City must first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of the American Arbitration Association (AAA) or any other neutral organization agreed upon by the parties before having recourse in a court of law.
- 7.1.1 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 the subject matter of this Agreement, if possible, and chosen from lists furnished by AAA or any other agreed upon mediator.

7.1.2 Mediation Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All joint expenses of the mediation, including required traveling and other expenses of the 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.

7.1.3 Conduct of Mediation. Mediation hearings will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code Sections 1115 - 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though the City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

7.1.4 Mediation Results. Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

7.2 Conflict of Interest. The CM shall establish and make known to its employees appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. Project personnel shall not accept gratuities or any other favors from potential Subcontractors or suppliers.

7.2.1 Applicable Laws. The CM shall be subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, e.g., California Government Code Sections 1090, et. seq., and 81000, et. seq., and the City Ethics Ordinance, codified in the City Municipal Code at Section 27.3501 to 27.3595.

7.2.2 Statement of Economic Interests. If, in performing the Services and/or Work set forth in this Agreement, the CM makes, or participates in, a "governmental decision" in accordance with title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in the applicable department's conflict of interest code, the CM shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CM's relevant financial interests.

7.2.2.1 Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The CM shall file a Form 700 (Assuming Office Statement) within 30

Days of the City's written determination that the CM shall be subject to a conflict of interest code. The CM shall file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the CM was subject to a conflict of interest code.

7.2.2.2 If the City requires the CM to file a statement of economic interests as a result of the Services and/or Work performed, the CM shall be considered a "City Official" subject to the provisions of the City Ethics Ordinance, including the prohibition against lobbying the City for one year following the expiration or termination of this contract.

7.2.3 Affiliations. The CM shall not recommend or specify any product, supplier, or contractor with whom the CM has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies. This section shall not prohibit CM from utilizing its in-house brokerage staff to secure all insurance required by the Contract Documents.

7.2.4 Violations. If the CM violates any conflict of interest laws or any of these conflict of interest provisions, the violation shall be grounds for immediate termination of this Agreement for cause. Further, the violation subjects the CM to liability to the City for all non-consequential damages sustained as a result of the violation.

7.3 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the City's request, the CM, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The CM'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.

7.3.1 Compensation for Mandatory Assistance. The City will compensate the CM for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.2 of this Agreement. 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 CM, its agents, officers, and employees, the CM shall reimburse the City an amount proportionate to the CM's fault. The City is then entitled to reimbursement of the same proportionate amount of all fees paid to the CM, its agents, officers, and employees for Mandatory Assistance.

7.3.2 Attorney Fees related to Mandatory Assistance. Attorney fees the CM or the City may incur as a result of assistance provided under Section 7.3 are not reimbursable.

7.4 Right to Audit. The City may examine any and all books, records, documents and any other evidence of procedures and practices in the possession of the CM or its Subcontractors that the City determines are necessary to discover and verify that the CM or Subcontractor is in compliance with all requirements under this Agreement.

7.4.1 Access. The CM grants the City the right to review and audit, and the reasonable right of access to CM's and any Subcontractor's premises to review and audit the CM's or Subcontractor's compliance with the provisions of this Agreement (City's Right) during normal business hours. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the CM's premises, of any and all records related to the Services provided hereunder 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.

7.4.2 Cost Audit. If the CM submits a request for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

7.4.3 Accounting Records. The CM and all subcontractors shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The CM and Subcontractors shall make available to the City for review and audit, all Service related accounting records and documents, and any other financial data. Upon the City's request, the CM and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

7.4.4 City's Right Binding on Subcontractors. The CM shall include the City's Right as described in Section 7.4, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

7.4.5 Compliance Required before Mediation or Litigation. A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the CM's and Subcontractors full compliance with the provisions of this Section 7.4 within 60 Days of the date on which the City mailed a written request to review and audit compliance.

7.5 Notices. All notices required to be given under this Agreement must be in writing and either served personally, sent by facsimile transmission, or mailed by express or certified mail with delivery confirmation. Notices shall be effective upon receipt. Notices shall be mailed to:

To CM:
Alan Petrasek, Officer –in-Charge
Clark/Hunt, A Joint Venture
525 B Street, Suite 250
San Diego, CA 92101

To City:
Public Works Director
City of San Diego
202 "C" Street, 9th Floor

- 7.6 Assignment.** The CM 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 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.
- 7.7 Independent Contractors.** The CM and any Subcontractors employed by the CM 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 CM concerning the details of performing the Services, or to exercise any control over such performance, shall mean only that the CM shall follow the direction of the City concerning the end results of the performance.
- 7.8 Covenants and Conditions.** All provisions of this Agreement expressed as either covenants or conditions on the part of the City or the CM, shall be deemed to be both covenants and conditions.
- 7.9 Compliance with Controlling Law.** The CM shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the CM shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.
- 7.10 Contract Interpretation.** This Agreement is intended to permit the parties to complete the Project according to the Project Schedule. This Agreement, its exhibits, and any documents identified in Section 1.1 are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California without regard to the conflicts or choice of law provisions thereof.
- 7.10.1 Conflicts Between Terms.** If an apparent conflict or inconsistency exists between the main body of this Agreement and its 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.
- 7.10.2 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.

- 7.11 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.
- 7.12 No Waiver.** No failure of either the City or the CM 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.
- 7.13 Severability.** Should any provision of this Agreement be held invalid or illegal by a court or administrative agency of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but, rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely frustrate either or both parties' essential objectives set forth in this Agreement.
- 7.14 Additional Consultants or Contractors.** The City reserves the right to employ, at its own expense, such additional consultants or contractors as the City deems necessary to perform work or to provide the Services.
- 7.15 Employment of City Staff.** This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the CM 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 Mayor or City Council in connection with the selection of the CM.
- 7.16 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.
- 7.17 Public Records.** This contract is public document subject to the California Public Records Act, and as such may be subject to public review per Exhibit I (Regarding Information Requested under the California Public Records Act).
- 7.18 Survival.** Any obligation that accrues under this Agreement prior to its expiration or termination shall survive such expiration or termination.
- 7.19 Third Party Beneficiaries.** Nothing in this Agreement shall grant rights or benefits to anyone other than the City and the CM, and any alleged third party beneficiaries are hereby expressly disclaimed. The parties understand and agree, however, that to the

extent permitted by law, the City is an intended third party beneficiary of the CM's agreements with its Subcontractors performing work on the Project.

- 7.20 Mutual Cooperation.** The City and the CM commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under this Agreement.
- 7.21 Incorporation of Exhibits.** All exhibits referenced in this Agreement and the documents referenced in Section 1.1 are hereby incorporated into and made a part of this Agreement by reference. References to "consultant" or "contractor" in Exhibits D through J shall be interpreted as applying to the CM.
- 7.22 Integration Clause.** The City and the CM represent, warrant and agree that no oral promise or agreement not expressed herein has been made to them, that this Agreement contains the entire agreement between the parties, that this Agreement supersedes any and all prior oral agreements or understandings between the parties unless otherwise provided herein, and that in executing this Agreement, neither party is relying on any statement or representation made by the other party concerning the subject matter, basis or effect of this Agreement other than as set forth herein, and that each party is relying solely on its own judgment and knowledge. This Agreement may not be amended except by an instrument in writing signed by both parties.
- 7.23 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.

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IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego pursuant to Resolution No. R- 307710 authorizing such execution, and the CM acting by and through its authorized officer.

CLARK/HUNT, A JOINT VENTURE

THE CITY OF SAN DIEGO

By: 

By: 

Name: ALAN J. PETRASEK

Name: JAY GOLDSTONE

Date: 9/21/2012

Date: 10/19/12

I HEREBY APPROVE the form and legality of the foregoing agreement this 19 day of October, 2012.

JAN I. GOLDSMITH, City Attorney

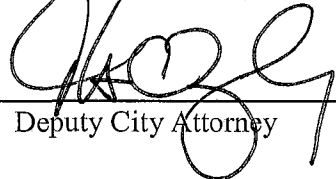
By: 
Deputy City Attorney

EXHIBIT A

SCOPE OF SERVICES

1. General.

- 1.1 The CM shall review the Contract Documents furnished by the City to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the City.
- 1.2 The CM shall become familiar with Convention Center operations and operational systems that must remain active during construction. The CM shall provide recommendations and information on how to reduce construction impacts on Convention Center operations while meeting the industry standards.
- 1.3 Services required of the CM under the PSA include tasks performed during the Project design stage (Pre-Construction Services) in advance of or in staged coordination with construction services (Construction Services), including constructability review, Value Engineering, cost estimation, solicitation of subcontracted trades and materials, bidding, limited design services, and preparation of a final GMP proposal for Construction Services.
- 1.4 The CM shall provide all management, supervision, labor, services, temporary facility, equipment, tools, supplies, and any other item of every kind and description required for the completion of the requirements under the PSA.

Note: The Construction Services shall be as specified in the Contract for Construction Services (CSA). In general, the CM will have the traditional role of general contractor during construction of the Project. Following the construction Notice-to-Proceed, the CM will assume the risk of delivering the Project based upon the agreed upon cost and schedule. The Project may require multiple GMPs.

- 1.5 The CM shall provide a preliminary evaluation of the City's program including design concepts, basic requirements (e.g., proposed square footage, number of rooms, usage) and schedule and construction budget requirements.
- 1.6 Upon request, the CM shall assist the City in selecting, retaining, and coordinating the professional services (e.g., surveyors, special consultants, and testing laboratories) required for the Project as needed.
- 1.7 The CM shall develop a comprehensive construction management program including items such as procedures for development of a GMP and Project schedule, which shall be submitted to the City for review and approval in accordance with the provisions of the City's standards.
- 1.8 The CM shall familiarize itself with all Federal, State, and local laws, ordinances, rules, regulations, and codes affecting the performance of the Work including the timeline and cost of permits and licenses required for the Work.
- 1.9 The CM shall determine the character, quality, and quantities of the Work to be performed and the materials and equipment to be provided; and correlate the CM's observations, investigations, and determinations with the requirements of the Contract and those of the Subcontracts.

- 1.10 The CM shall be responsible for engaging necessary consultants for all special inspection services.

2. Meetings

- 2.1 The CM shall schedule and attend regular meetings with the City and the Design Professional and shall produce minutes of such meetings when requested by the City and distribute them to all attendees and other concerned parties. The CM has included approximately 2 meetings per month with the design team and the City. If so requested by the City, the CM shall attend a reasonable number of other meetings with governmental agencies, community groups, the City's primary users or other third parties and shall produce minutes of such meetings for the City's use when requested by the City.

3. Project Control

- 3.1 The CM is aware that the Pre-Construction Services shall be completed within a fixed time frame and for a not-to-exceed amount as specified in this Agreement. The CM shall perform its duties in a timely manner consistent with the Project schedule and budget.
- 3.2 The CM shall monitor the project's construction cost at various design stages to assure that the final design and the results of a competitive bidding process are within the City's budget limitations.
- 3.3 The CM shall prepare a master Project schedule in Primavera format (or equal) which identifies milestones for the City's review (e.g., turnover dates to City's user(s), completion date, equipment and material delivery dates, and work necessary to achieve these dates for approval by the City). The Project schedule shall include both design and construction activities. The CM shall coordinate and integrate the Project schedule with the services and activities of the City and the Design Professional and the CM. The CM shall obtain the input of the City and the Design Professional for those portions of the Project schedule relating to the performance of their services. The Project schedule shall include timelines for work slow-down, stoppage, and phasing.
- 3.4 As design proceeds, the Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipts, and approval of pertinent information, submittal of a GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, the City's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of completion. If updates to the Project schedule indicate that previously approved schedules may not be met, the CM shall advise the City of the particular activities causing the schedule to be extended and shall recommend a schedule recovery plan to the City.
- 3.5 The CM shall analyze the cost and schedule implications of selective use of working outside normal working hours.
- 3.6 The project control to be used by the CM shall include, but may not be limited to, the following:
 - 3.6.1 Monthly Project status reports
 - 3.6.2 Coordination and interface with the City and its Design Professional(s)
 - 3.6.3 Progress meetings

- 3.6.4 Meetings with other agencies
- 3.6.5 Suppliers and Subcontractors management
- 3.6.6 Document control
- 3.6.7 Bidding, evaluation, and subcontract award
- 3.6.8 Quality assurance and quality control

4. Cost Estimation and Budget

- 4.1 The CM shall create a comprehensive construction cost estimate with trade breakdowns (e.g., concrete, steel, curtain wall, drywall, electrical, mechanical, and HVAC) that can be tracked based on unit costs and unit pricing. The CM shall prepare four (4) estimates including the GMP: (1) 100% Schematic Drawings completion; (2) 30% Design Development; (3) at 60% Design Development; and (4) the GMP estimate at 90% complete design. Estimates shall carry multiple alternates to reflect the continuing cost studies as the design develops. The cost estimates shall address the impact of design changes.
- 4.2 The CM shall develop a Project budget independent from any similar cost estimates required of the Design Professional, which shall be updated (CM Cost Model Update) as needed but at a minimum as identified in the RFP. Prior to the development of the cost model, the CM shall meet with the City and Design Professional and establish a common cost estimating format so that Project cost estimates prepared by the Design Professional and CM may be directly compared. Each CM Cost Model Update must identify the total construction costs for the proposed facilities, CM construction management fee, bonds, insurance and contingency.
- 4.3 In a format acceptable to the City, provide construction cost estimates to support VE and constructability reviews. Update cost estimates as needed to track changes of greater than 1% in the overall construction cost but not less frequently than every 3 months. Revise these estimates once accepted VE recommendations and other review comments have been incorporated into the Contract Documents. Provide final opinion of probable construction costs prior to submitting the GMP.
- 4.4 Determine and establish the sequence of construction. The CM shall recognize that the City may approve the establishment of multiple work packages in order to expedite the Project schedule. The CM may therefore be requested to provide recommendations on the development of work packages that each would receive a GMP, whereby the sum of the individual GMPs constitute the entire scope and cost of the Project as defined by the contracts. The CM may also be requested to identify separate bid packages to accomplish construction of the Project in compliance with funding phases, should such funding be applicable to the Project.
- 4.5 Following completion of each cost update, notify the City within 5 Working Days in writing whenever the CM reasonably believes that the cost of the Project is likely to exceed the GMP and include in said notice:
 - 4.5.1 An itemized cost breakdown estimate.
 - 4.5.2 Develop recommended revisions to Project scope, design criteria, and Construction Schedule and provide cost estimates for changes which the CM believes will bring the Project within the GMP.
 - 4.5.3 Assist the City and Design Professional in reviewing the itemized cost

breakdown and recommend revisions so that City can revise the scope of the Project so that the GMP is not exceeded.

- 4.6 Each CM Cost Model Update will be reviewed by the City for reasonableness and compatibility with the Project budget. Meetings and negotiations between the City, Design Professional and the CM will be held to resolve questions and differences that may occur between the Design Professional's probable construction costs and the CM Cost Model Update. The CM shall work with the City and Design Professional to reach a mutually acceptable Project cost.
- 4.7 Based on schematic designs and other design criteria prepared by the Design Professional and approved by the City, the CM shall prepare a preliminary cost estimate using area, volume, or similar conceptual estimating techniques. The preliminary cost estimate shall be submitted to the City for review and approval. From time to time, as requested by the City, the CM shall provide budgets and cost estimates for changes made by the City's users or primary tenant(s) to the base building scope of work.
- 4.8 When design development documents have been completed by the Design Professional and approved by the City, the CM shall prepare and submit a detailed estimate with supporting documentation to the City for review and approval.
- 4.9 If any estimate submitted to the City exceeds previously approved estimates or the City's budget, the CM shall make reasonable recommendations to the City for scope reduction, VE, or both to bring the estimated cost of construction within the City's budget.
- 4.10 The CM shall assist the City in developing cash flow projections.
- 4.11 Provide construction cost control estimates during Pre-Construction Services to support VE and constructability reviews. If the VE recommendation is accepted, the CM shall revise these cost control estimates.
- 4.12 Following completion of each cost update, notify the City within 5 working days in writing whenever the CM reasonably believes that the cost of the Project is likely to exceed the City's budget and include in said notice:
 - 4.12.1 An itemized cost breakdown estimate.
 - 4.12.2 Develop recommended revisions to Project scope, design criteria, and Construction Schedule and provide cost estimates for changes which the CM believes will bring the Project within the City's budget.
 - 4.12.3 Assist the City in reviewing the itemized cost breakdown and recommend revisions so that City can revise the scope of the Project so that the City's budget is not exceeded.

5. Design Reviews

- 5.1 The CM shall provide a thorough interdisciplinary coordination review of the Contract Documents submitted for review to the City. The review shall be performed utilizing a structured and industry accepted process by a qualified firm or personnel. The CM shall review the final documents to see that all comments have been incorporated and Plans have been coordinated with each other and for the purpose of various trades involved in the construction.

- 5.2 The CM shall review the design documents for clarity, consistency, constructability and coordination among the constructors. The results of the review shall be provided in writing as notations on the documents. The CM shall expedite the City's design reviews by compiling and conveying the City's comments to the Design Professional.
- 5.3 The CM shall promptly notify the City and the Design Professional in writing upon observing any features in the Contract Documents that appear to be ambiguous, confusing, conflicting, or erroneous.
- 5.4 The CM shall promptly notify the City in writing during design review whenever the CM determines that any alteration to the Plans or Specifications will cause an increase in construction costs.
- 5.5 All ambiguous, confusing, conflicting, or erroneous features discovered in the Contract Documents by the CM during the review process shall be resolved in coordination with the City, and any associated costs shall be included in the GMP unless the CM notifies the City otherwise in writing prior to the advertisement for bids associated with the development of the GMP.
- 5.6 The CM shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The CM shall make recommendations for actions designed to minimize adverse effects of labor shortages.
- 5.7 The CM shall consult with the City and Design Professional regarding the Contract Documents including design materials and make recommendations regarding design details that adversely affect constructability, cost, or schedules.
- 5.8 The CM shall provide recommendations and information to the City and Design Professional regarding the assignment of responsibilities for temporary Project facilities and equipment, materials, and services for common use of the Subcontractors (as defined in the Agreement). The CM shall verify that such requirements and assignment of responsibilities are included in the applicable proposed Subcontracts.
- 5.9 The CM shall provide recommendations and information regarding the allocation of responsibilities for safety programs among the Subcontractors.
- 5.10 The CM shall advise on the division of the Project into individual contracts for various categories of Work, including the method to be used for selecting contractors and awarding contracts. If multiple contracts are to be awarded, the CM shall review the Construction Documents and make recommendations as required to provide that (1) the Work of the contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.
- 5.11 During the Pre-Construction Services, the CM shall provide recommendations to the Design Professional regarding materials of construction.
- 5.12 The CM shall advise the City and the Design Professional regarding the costs of alternative materials and construction methods, which may reduce the Project's cost and schedule without reducing the quality of the work or altering the design intent of the Design Professional.
- 5.13 The CM shall give the City all data of which it is aware concerning patents or copyrights

for inclusion in Contract Documents.

- 5.14 The CM is not responsible for providing, nor does the CM control the Project design and contents of the design documents except for those prepared by the CM for which the CM shall provide professional errors and omissions insurance.
- 5.15 The CM shall coordinate transmittal of documents to regulatory agencies for review and shall advise of potential problems in completing such reviews.
- 5.16 The CM shall analyze and report to the City the cost of various design and construction alternatives, including CM's assumptions in preparing its analysis, a variance analysis between budget and cost estimate, and recommendations for any adjustments to the budget. As a part of the cost analysis, the CM in collaboration with the design team and Convention Center, shall consider costs relating to efficiency, usable life, maintenance, energy, and operation.
- 5.17 The CM shall be responsible for engaging necessary consultants for all special inspection services, reviewed and approved by the City.
- 5.18 The CM shall develop construction stage material delivery, inventory, and assembly, and waste disposal plans.
- 5.19 The CM shall provide recommendations to the Design Professional regarding alternative materials and methods of construction.
- 5.20 The CM shall assist the Design Professional and the City with the discussions and development of the program for off- and on-site utility infrastructure for the various utility companies. Evaluate related information, e.g., load letters, points of entry, typical construction details, etc., on basis of constructability and VE including cost studies as may be needed to evaluate impact to the Project and alternatives.
- 5.21 As needed, attend meetings with City, Design Professional and utility companies to provide input on design alternatives to reduce cost and schedule impacts.
- 5.22 Provide recommendation during Building Information Modeling (BIM) development by Design Professional in anticipation of BIM being transferred to CM for construction management and conflict detection during construction stage.
- 5.23 Implement a web based information system for information transfer and storage of information.
- 5.24 For LEED, provide recommendation on construction credits to achieve Silver Certification and assist the Design Professional and the City in analyzing design credit alternatives.

6. Advice On Constructability And Logistics

- 6.1 The CM shall expeditiously review design documents during their development and advise on selection of materials, building systems and equipment, and methods of Project delivery relative to the feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation, and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.

- 6.2 The CM shall review design documents and make recommendations on means and methods of construction as well as availability of labor and materials. The CM shall advise the City regarding potential jurisdictional disputes between trades. The CM shall produce a site safety plan that complies with the requirements of all governing bodies having jurisdiction.
- 6.3 The CM shall review the design and Contract Documents continuously throughout the Pre-Construction Stage as to constructability. With respect to each such issue identified b through the CM's review, the CM shall submit a written report to both the City and the Design Professional. At a minimum, each such written report shall contain: (1) a description of the constructability issue with background information; (2) a summary of the in-depth study/research conducted by the Cm; and, (3) written recommendations for addressing the issue.
- 6.4 The CM shall establish a sequence of construction with the City and the Design Professional with respect to specific site logistics. CM shall provide site logistics plans and sequence diagrams reflective of the various stages of construction progress (i.e., site work, utility infrastructure, commencement of structures, etc.) and as may be required for proposed construction phasing alternatives.

7. Value Engineering (VE)

- 7.1 The CM shall provide VE services during the pre-construction phase. The CM shall submit written VE estimates and recommendations throughout the document development phases. The CM shall provide a sample VE report for the City's approval and shall provide VE services of similar scope and level of effort to that shown in the sample. The CM recognizes that VE is an iterative process and that it may be required to modify its estimates and recommendations in response to review of its reports by the City.
- 7.2 Provide detailed cost estimates with high-low range. Provide design adjustment and VE recommendations as necessary to reduce the high range budget to a target of 5% below the City's maximum target GMP value with a contingency target of less than 3.5% of the hard construction cost.
- 7.3 In a format acceptable to the City, provide construction cost estimates during Pre-Construction Services to support VE and constructability reviews. Revise these estimates once accepted VE recommendations and other review comments have been incorporated into the Contract Documents. Provide final opinion of probable construction costs prior to advertising for trade work needed to develop the GMP.

8. Long-Lead Items

- 8.1 The CM shall identify long-lead items. The CM shall make recommendations with respect to current market trends that may affect procurement and installation so as to minimize potential delays and cost premiums.
- 8.2 The following is a list of potential long-lead items:
 - 8.2.1 Structural Steel
 - 8.2.2 Curtain Wall
 - 8.2.3 Elevator Equipment
 - 8.2.4 HVAC Equipment

8.2.5 Electrical Equipment

9. Community Outreach

- 9.1 Attend community meetings during design and construction.
- 9.2 Provide input as to how the construction activities or equipment will affect access to the public facilities and businesses located within or near the Project area.
- 9.3 Provide input about construction activities that will produce more than average noise levels.
- 9.4 Provide input as to how construction activities may affect residents and business in ways other than listed above (e.g., water outages, staging of equipment).

10. Permits And Approvals

- 10.1 The CM shall assist the City and the Design Professional in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Subcontractors for which the CM shall identify all permit requirements and prepare applications and support documents necessary for obtaining construction related permits and the permits identified in the Contract Documents.
- 10.2 The CM shall assist the City and Design Professional with the filing of documents required for the approvals of governmental authorities having jurisdiction over the Project.
- 10.3 The CM shall obtain work permits from the governmental agencies having jurisdiction over the Project for the demolition and other preliminary construction work if directed by the City.
- 10.4 Obtain and pay for, as a reimbursable cost, plan check fees, DSD and all ancillary permits and licenses, if applicable.
- 10.5 Research Air Pollution Control District and noise abatement requirements, along with any hazardous materials management requirements of NFPA, Cal-OSHA, and the City Fire Department. Develop an air pollution control plan, a noise abatement plan, and a hazardous materials management plan, if required, as they relate to the execution of the construction work.

11. OCIP and CCIP

- 11.1 The CM shall evaluate project costs related to developing an Owner Controlled Insurance Program (OCIPs) and Contractor Controlled Insurance Program (CCIPs).
- 11.2 The CM shall provide recommendations to the City and if accepted work with the Design Professional to evaluate options and costs.
- 11.3 The City reserves the right to issue an OCIP.

12. SLBE Requirements

- 12.1 The CM shall satisfy the subcontracting participation requirements as specified in the RFP and supplemented by the CM's Proposal (see Exhibit L). Subcontractors include only the 1st tier subcontractors who have directly entered into construction services

agreements with the CM and 2nd tier subcontractors who have directly entered into construction services agreements with the 1st tier subcontractors.

- 12.2 Unless otherwise authorized by the City, in developing the GMP the CM shall require every 1st tier Subcontractor to perform, with its own organization, work amounting to at least 50% of the Subcontract value.
- 12.3 The CM shall ensure the Work could be bid so that bidders submit bids to the CM on a proper work breakdown that would facilitate subcontracting opportunities with the certified SLBE-ELBE and DVBE firms.
- 12.4 The CM shall identify a Contract Compliance Officer (CCO). The CCO's role is to assist the CM, Subcontractors, and Suppliers in achieving compliance in labor laws and regulations, such as prevailing wage, certified payroll, apprenticeship utilization, and subcontracting requirements. The CCO shall be the point of contact with the Engineer and shall be responsible for the monitoring and enforcement of the EOCP requirements throughout the Project duration. The City reserves the right to audit and inspect the CM's compliance within a reasonable notice.

13. Subcontracting and Self-Performance

- 13.1 The CM shall, as part of the Pre-Construction Services, prepare bidding documents, advertise for, and obtain bids for Subcontracts for proposed construction services agreements and commit in its proposal for a GMP to award all Subcontracts according to the best value for price and qualifications as proposed by the CM and agreed to by the City. The evaluation criteria shall be published and the weights established in the CM's bid documents.
- 13.2 Except for management and project administration, a CM shall not prepare the GMP in anticipation of performing any construction services with its own forces or the forces of any affiliated entity. If the CM desires to self-perform certain portions of the Work, it will request to be one of the approved subcontractor bidders for those specific bid packages. If events warrant and pursuant to §22.3809 of the Municipal Code, the City at its sole discretion, may allow the CM to self-perform certain portions of the Work provided that it does not reduce the required subcontracting participation percentages.
- 13.3 The CM shall assist the City in obtaining information regarding applicable requirements for equal employment opportunity programs for inclusion in the Contract Documents.
- 13.4 The CM shall develop bidders' interest in the Project and establish bidding schedules. The CM, with the assistance of the Design Professional, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The CM shall assist the Design Professional with regard to questions from bidders and with the issuance of addenda.
- 13.5 The CM may identify any construction components that will result in a lower total cost of design and construction if performed as a design-build Subcontract to the CM. If accepted by the City, the design and construction work shall be completed under the CSA.
- 13.6 All bids for subcontracts in any construction services agreement shall be open and published and provided to the City without reservation or redaction as part of the proposal and negotiation process for any construction services agreement. The City may

observe the bidding process, may administer bidding itself for any subcontracted work, or direct the bidding procedures to be used by the CM.

- 13.7** The CM shall prepare all necessary documents for bidding the Work, not approved by the City for self-performance or negotiated prior to establishing GMP, which shall include at least:
- 13.7.1** Instructions to bidders;
 - 13.7.2** General and special conditions;
 - 13.7.3** Form of bid; and
 - 13.7.4** Form of bonds.
- 13.8** Prepare and submit to the City for review, separate bid packages as the CM determines appropriate to enable the construction of the Project to proceed in an efficient and cost effective manner and to encourage ELBE, SLBE, and DVBE participation.
- 13.9** Develop and administer a subcontractor pre-qualification procedure in a manner at least as stringent as the City's pre-qualification standards for those bid packages for which the CM and City agree a pre-qualification procedure is required.
- 13.10** Fully and satisfactorily document to City the subcontractor and employment outreach efforts to all subcontractors in the required disciplines of the Project prior to the award of the Contract. The CM shall identify the Subcontractors and Suppliers certification status and during the bidding process shall keep the City informed on the progress of meeting the desired subcontracting participation percentages.
- 13.11** Schedule and conduct pre-bid conferences to answer questions posed by bidders; said answers and any other information required to provide clarification to the Construction Documents during the bidding process shall be issued as written addenda and provided to all prospective bidders;
- 13.12** Review bids and information submitted with the bids for compliance with the RFP's Equal Opportunity Contracting Program (EOCP) requirements.
- 13.13** Prepare bid evaluation tables and deliver award level drawings incorporating all addenda. Conduct pre-construction conference(s) for the successful bidder(s).
- 13.14** All bids for subcontracts in any construction services agreement shall be opened and published and provided to the City without reservation or redaction as part of the Proposal and negotiation process for any construction services agreement. The City will observe the public bidding process, may administer bidding itself for any subcontracted work, or direct the bidding procedures to be used by the CM.
- 13.15** Develop Subcontractor and Supplier interest, submit the names of a minimum of 3 qualified Subcontractors or Suppliers for each trade in the Project for approval by the City and solicit bids for the various Work categories. The CM shall identify the Subcontractors and Suppliers certification status and during the bidding process shall keep the City informed on the progress of meeting the desired subcontracting participation percentages.
- 13.16** If there are not 3 qualified Subcontractors or Suppliers available for a specific trade or there are extenuating circumstances warranting such, the CM may request approval by the City to submit less than three 3 names. Without prior written notice to the City, no change in the recommended Subcontractors or Suppliers will be allowed.

- 13.17 Analyze all bids and award contracts to selected Subcontractor(s) in accordance with procedures included in the PSA. Provide bid breakdown for each trade involved, sufficient for the purpose of progress billing for construction.
- 13.18 The CM shall be responsible for entering into contracts, in the CM's own name, with the winning bidders. The CM shall be responsible for ensuring that these contracts fully comply with all applicable local, state and federal laws and regulations.

14. Guaranteed Maximum Price (GMP) Proposal For Construction Services

- 14.1 The CM shall propose a Guaranteed Maximum Price (GMP) on the City provided form when the Construction Documents are 90% complete or not more than 9 months after NTP, whichever occurs first. The proposed GMP shall be the sum of the estimated costs e.g., Cost of the Work, General Conditions, insurance, CM's Contingency, taxes, and the CM's Fee.
- 14.2 The assumptions and qualifications upon which the GMP is based shall be included as part of the GMP Proposal. The City and the CM shall meet to determine how any assumptions and qualifications can be incorporated into the Construction Services Agreement (CSA).
- 14.3 The CM shall determine and establish the sequence of construction. The CM shall recognize that the City may approve the establishment of multiple work packages in order to expedite the Project schedule. The CM may therefore be requested to provide recommendations on the development of work packages that each would receive a GMP, whereby the sum of the individual GMPs constitute the entire scope and cost of the project as defined by the Contract Documents. The CM may also be requested to identify separate bid packages to accomplish construction of the Project in compliance with funding phases, should such funding be applicable to the Project.
- 14.4 Refer to the RFP for the definitions of GMP cost components.
- 14.5 The CM shall prepare one or more (as required) Guaranteed Maximum Price (GMP) for the Project's construction phase while the design development phase is being completed.
- 14.6 The GMP shall include construction costs of work self-performed by the CM (when authorized), Subcontractors, general conditions performed by the CM or others, selected assistance during the completion of final Plans and Specifications for the Project, and allowances for certain fees, permits, and reimbursable expenses that would be administered by the CM and reimbursed by the City at cost without markup.
- 14.7 The GMP Proposals for the Work shall be presented in a format acceptable to the City. The City may request a GMP Proposal for all or any portion of the Project.
- 14.8 GMP Proposals submitted shall be based on, and consistent with, the current cost estimate at the time of the request, the associated estimates for construction costs, and include any clarifications or assumptions upon which the GMP Proposal(s) are based.
- 14.9 The CM will prepare its GMP based on the most current completed Plans and Specifications that have been prepared by the Design Professional and reviewed by the CM at that time.
- 14.10 An updated Project Schedule shall be included with any GMP Proposal(s) that reflects the GMP related Plans and Specifications.

- 14.11** The GMP shall be comprised of, but not necessarily limited to, the following not-to-exceed cost reimbursable or lump sum amounts, which shall be further defined in the contracts:
- 14.11.1** Cost of the Work
 - 14.11.2** General Conditions Costs
 - 14.11.3** Construction Fee
 - 14.11.4** Allowances
 - 14.11.5** City's Contingency
 - 14.11.6** CMAR Contingency
 - 14.11.7** Insurance Costs
- 14.12** The use and control of contingencies for the Project shall be further described in the CSA
- 14.13** Taxes shall be included in the various GMP components and are deemed to include all sales, use, consumer and other taxes which are legally enacted when the final GMP(s) were established and agreed upon by the CM and the City, whether or not yet effective or merely scheduled to go into effect.
- 14.14** The CM may include design-build services for components (such as fire sprinklers) and shall provide Shop Drawings and Working Drawings based on approved Plans and Specifications prepared by the Design Professional for which the CM would have final design responsibility. The GMP shall include all costs associated with the design and construction of these portions of the Work.
- 14.15** GMP savings resulting from a lower actual project cost than anticipated by the CM remaining at the end of the Project will revert to the City as defined in the CSA.
- 14.16** The CM shall meet with the City to review the GMP Proposal(s) and the written statement of its basis. If the City discovers inconsistencies or inaccuracies in the information presented, the CM will make adjustments as necessary to the GMP Proposal, its basis, or both.
- 14.17** The City upon receipt of any GMP Proposal from the CM, may submit the GMP documents including the related Plans and Specifications, to an independent third party for review and verification. The third party will develop an independent estimate of the cost of the Work and review the Project Schedule for the associated scope of the GMP Proposals.
- 14.18** If the CM's GMP Proposal is greater than the independent third party estimate for the Cost of Work, the CM as part of its GMP, or as a separate report, within 5 Working Days of a written request by the City shall identify, explain, and substantiate the differences. The CM may be requested to, or at its own discretion, submit a revised GMP Proposal for consideration to the City. At that time, the City may do one of the following:
- 14.18.1** Accept the CM's original or revised GMP Proposal, if within City's budget, without comment.
 - 14.18.2** Accept the CM's original or revised GMP Proposal that exceeds the City's budget, and indicate in writing to the CM that the Project budget has been increased to fund the differences, or
 - 14.18.3** Reject the CM's original and revised Proposal because it exceeds the City's budget.

- 14.19** If during the review and negotiation of the CSA, there are design changes to the Project, the City will require the Design Professional to revise the Plans and Specifications. Such revised Plans and Specifications will be furnished to the CM. The CM will promptly notify the City in writing if any such revised Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications that are a part of the terms and conditions of the CSA.
- 14.20** The GMP shall include construction costs of work self-performed by the CM, subcontractors, general conditions performed by the CM or others, selected assistance during the completion of final Plans and Specifications for the Project, and allowances for certain fees, permits, and reimbursable expenses that would be administered by the CM and reimbursed by the City at cost without markup.
- 14.21** The GMP proposals for the Work shall be presented in a format acceptable to the City. The City may request a GMP Proposal for all or any portion of the Project and at any time during the Pre-Construction Services.
- 14.22** GMP Proposals submitted shall be based on, and consistent with, the current cost estimate at the time of the request, the associated estimates for construction costs, and include any clarifications or assumptions upon which the GMP Proposal(s) are based.
- 14.23** If the GMP proposal for the Construction Services is approved by the Mayor and City Council, the GMP proposal will be incorporated into the CSA.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE



SAN DIEGO CONVENTION CENTER EXPANSION PHASE III
AUGUST 22, 2012

**PROPOSED FEE AND GENERAL CONDITIONS FOR STAGE 2 CONSTRUCTION SERVICES
PER PARA. 3.11.1.2 OF RFP / EXHIBIT B, VALID FOR 120 CALENDAR DAYS FROM AUGUST
22, 2012**

3.11.1.2 - GENERAL CONDITIONS AND GENERAL REQUIREMENTS

Refer to definition of "General Conditions Costs" on Page 4 of CSA.

Payroll costs for Project Manager, Superintendent and other management personnel resident and working at the site	\$15,956,235.00
Workers not included as direct labor costs engaged in support	Included above
Costs of offices and temporary facilities including equipment and supplies	\$2,538,000.00
Costs of utilities, fuel, sanitary facilities and telephone services at the site	\$1,800,000.00
Premium for Exhibit F Insurance Requirements as per Addendum No. 3	*\$.00738 X GMP
CMAR Payment and Performance Bond premiums	\$.00768 X GMP
Costs of consultants not in the direct employ of the CM or Subcontractors	\$225,000.00
Other General Requirements	To Be Determined

3.11.1.2 PROFIT AND OVERHEAD

Profit and Overhead: 2.85% times the "GMP" as defined on Page 4 of CSA.

3.11.1.2 HOURLY RATES

CLASS TITLE	FULLY LOADED HOURLY RATE
Officer-In-Charge	\$ 225/HR
Project Manager	\$ 225/HR
Team Leader – Preconstruction	\$ 151/HR
Team Leader – Construction	\$ 151/HR
Team Leader – SDCC Operations	\$ 151/HR
General Superintendent	\$ 225/HR
Project Controls Manager	\$ 80/HR
Structural Project Manager	\$ 96/HR
Architectural Project Manager	\$ 71/HR
Architectural Design and Support Project Manager	\$ 129/HR
Building Enclosure Project Manager	\$ 71/HR
MEP Systems Project Manager	\$ 127/HR
Foundations Superintendent	\$ 90/HR
Structural Superintendent	\$ 90/HR

EXHIBIT B
COMPENSATION AND FEE SCHEDULE



HOURLY RATES (Continued)

<u>CLASS TITLE</u>	<u>FULLY LOADED HOURLY RATE</u>
<u>Building Enclosure Superintendent</u>	<u>\$ 151/HR</u>
<u>Interiors Superintendent</u>	<u>\$ 90/HR</u>
<u>Systems Superintendent</u>	<u>\$ 115/HR</u>
<u>Temporary Construction Superintendent</u>	<u>\$ 129/HR</u>
<u>Architectural Finishes Project Engineer</u>	<u>\$ 100/HR</u>
<u>Project Engineer</u>	<u>\$ 68/HR</u>
<u>Chief Estimator</u>	<u>\$ 90/HR</u>
<u>QA/QC Officer</u>	<u>\$ 90/HR</u>
<u>Safety Engineer</u>	<u>\$ 90/HR</u>
<u>Project Scheduler</u>	<u>\$ 110/HR</u>
<u>Outreach & Procurement Manager</u>	<u>\$ 115/HR</u>
<u>EEO Compliance</u>	<u>\$ 71/HR</u>
<u>LEED & Sustainability Manager</u>	<u>\$ 65/HR</u>
<u>Purchasing</u>	<u>\$ 100/HR</u>
<u>Estimator</u>	<u>\$ 80/HR</u>
<u>MEP Estimator</u>	<u>\$ 157/HR</u>
<u>Concrete Estimator/Design Assist</u>	<u>\$ 88/HR</u>
<u>Engineer</u>	<u>\$ 71/HR</u>
<u>Permitting Specialist</u>	<u>\$ 90/HR</u>
<u>Building Enclosure Specialist</u>	<u>\$ 157/HR</u>
<u>BIM/Technology Specialist</u>	<u>\$ 80/HR</u>
<u>Project Administrator</u>	<u>\$ 40/HR</u>

*Note: Addendum 3 / Exhibit F Insurance Requirements does NOT include Builders Risk Insurance with Earthquake Endorsement or Contractors Pollution Liability Insurance or any deductibles for those coverages.

END OF PROPOSED FEE AND GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

EXHIBIT B
COMPENSATION AND FEE SCHEDULE



COMPENSATION AND FEE SCHEDULE
PRECONSTRUCTION SERVICES

HOURLY RATES

<u>CLASS TITLE</u>	<u>FULLY LOADED RATE</u>
Officer-In-Charge	\$ 225/HR
Project Manager	\$ 225/HR
Team Leader – Preconstruction	\$ 151/HR
Team Leader – Construction	\$ 151/HR
Team Leader – SDCC Operations	\$ 151/HR
General Superintendent	\$ 225/HR
Chief Estimator	\$ 90/HR
QA/QC Officer	\$ 90/HR
Safety Engineer	\$ 90/HR
Project Controls Manager	\$ 80/HR
Sr. Project and Structural Manager	\$ 96/HR
Project Scheduler	\$ 110/HR
Outreach & Procurement Manager	\$ 115/HR
Estimator	\$ 90/HR
Engineer	\$ 96/HR
Permitting Specialist	\$ 90/HR
BIM/Technology Specialist	\$ 80/HR
Project Administrator	\$ 40/HR

EXPENSES

Sub consultant mark-up (provide invoices)	0%
Direct expense mark-up (third party billings and specific expenses such (e.g., copies and printing)	5%
Max per diem rate for overnight accommodation	\$ 170
Meals for full day is stipulated at	\$ 60

IN-HOUSE PLOTS

Bond (per sheet)	\$
Vellum (per sheet)	\$
<u>PRE-CONSTRUCTION SERVICES GUARANTEED MAXIMUM PRICE</u>	\$500,000.00

EXHIBIT D

EOCP CONSTRUCTION MANAGER AT RISK PRE-CONSTRUCTION SERVICES REQUIREMENTS EOCP CONSTRUCTION MANAGER AT RISK PRE-CONSTRUCTION SERVICES REQUIREMENTS

1. References to Consultant as identified herein shall also and equally apply to CMs.
2. This Agreement is subject to current edition of Chapter 10 in the City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK) except as follows:
 1. The CM's Equal Opportunity Contracting Strategic Plan shall be approved by the City and incorporated into this agreement.
3. List of Forms:
 1. Attachment 1 - Subcontractors List

ATTACHMENT 1

SUBCONTRACTORS LIST NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	TAX ID NUMBER	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIAL SOR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, OR SDVOSB ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____							

① As appropriate, Bidder shall identify Subcontractor or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

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	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB		
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Bidder shall indicate if Subcontractor or Supplier is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
		State of California CA	U.S. Small Business Administration

Construction Manager at Risk
Convention Center Expansion Phase III Project

EXHIBIT E

CM CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: _____

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:

Name under which business is conducted

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 _____
Title _____
Date _____

EXHIBIT F
City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The intent of the Contractor Standards clause of San Diego Municipal Code Section 22.3004 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 Section 22.3004(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:

B. BIDDER/CONTRACTOR INFORMATION:

Legal Name	DBA		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

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

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?
 Yes No

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

D. **BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

Corporation Date incorporated: ___/___/___ State of incorporation: _____

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

Is your firm a publicly traded corporation? **Yes** **No**

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

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

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

Partnership Date formed: ___/___/___ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ___/___/___

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

Joint Venture Date formed: ___/___/___

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
 Yes No

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

2. In the past five (5) years, has your firm been denied bonding?
 Yes No

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No

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

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
 Yes No

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

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
 Yes No

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

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
 Yes No

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

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

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

Yes No

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

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

Yes No

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

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

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

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

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code Section 22.3004:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

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

Print Name, Title

Signature

Date

City of San Diego
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.

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.

Print Name, Title

Signature

Date

Construction Manager at Risk
Convention Center Expansion Phase III Project

CC-1671 (12/07)

**EXHIBIT G
INSTRUCTION SHEET FOR**

**DISCLOSURE DETERMINATION FOR CONSULTANTS
(Form CC-1671)**

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

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

http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm

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

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

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

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

DISCLOSURE DETERMINATION FOR CONSULTANT

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

1. Department / Board / Commission / Agency Name: _____
2. Name of Specific Consultant & Company: _____
3. Address, City, State, ZIP _____
4. Project Title (as shown on 1472, "Request for Council Action")

5. Consultant Duties for Project:

6. Disclosure Determination [select applicable disclosure requirement]:

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

- or -

Consultant will be "making a governmental decision" or "serving in a staff capacity." consultant is required to file a Statement of Economic Interests with the City Clerk of the City of San Diego in a timely manner as required by law. [Select consultant's disclosure category.]

Full: Disclosure is required pursuant to the broadest disclosure category in the appropriate Conflict of Interest Code.

- or -

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

By: _____ [Name/Title]* _____ [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

CC-1671 (12/07)

DEFINITION OF "CONSULTANT"

California Code of Regulations defines a "Consultant" as an individual who, pursuant to a contract with a state or local government agency:

- (A) Makes a governmental decision whether to:
 - 1. Approve a rate, rule or regulation;
 - 2. Adopt or enforce a law;
 - 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - 4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
 - 5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
 - 6. Grant City approval to a plan, design, report, study, or similar item;
 - 7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or

- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

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

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

Regulation 18701 (a)(2)
http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm
1/28/2006

EXHIBIT H

**Equal Benefits Ordinance
Certification of Compliance**

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:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

CONTRACT INFORMATION

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code Section 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 Section 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.

Name/Title of Signatory	Signature	Date
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FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
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EXHIBIT I
REGARDING INFORMATION REQUESTED UNDER THE
CALIFORNIA PUBLIC RECORDS ACT

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

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

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

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

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

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

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

Name of Firm

Signature of Authorized Representative

Printed/Typed Name

Date

**EXHIBIT J
CM CERTIFICATION**

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: _____

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

(Name under which business is conducted)

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

Signed _____

Printed Name _____

Title _____

Organization and Staffing: 3.10

3.10.1 The CM shall provide an updated and expanded organization chart that depicts the CM's staffing for the Project based on the CM's understanding of the requirements of the PSA and CSA.

Preconstruction

In this section you will find an updated and expanded organizational chart for both the Preconstruction and Construction phase of the SDCC expansion project. In addition to our proposed project team as illustrated in our response to Request for Qualifications (Section 2.10 - Project Organization and Key Personnel), we have added Systems Superintendent - Tony Hopkins, LEED AP Coordinator - Carol Cole to our team as well as small business partners: EG Montanez Construction, Inc., Herman Construction Group, and Bonita Pipeline, Inc.

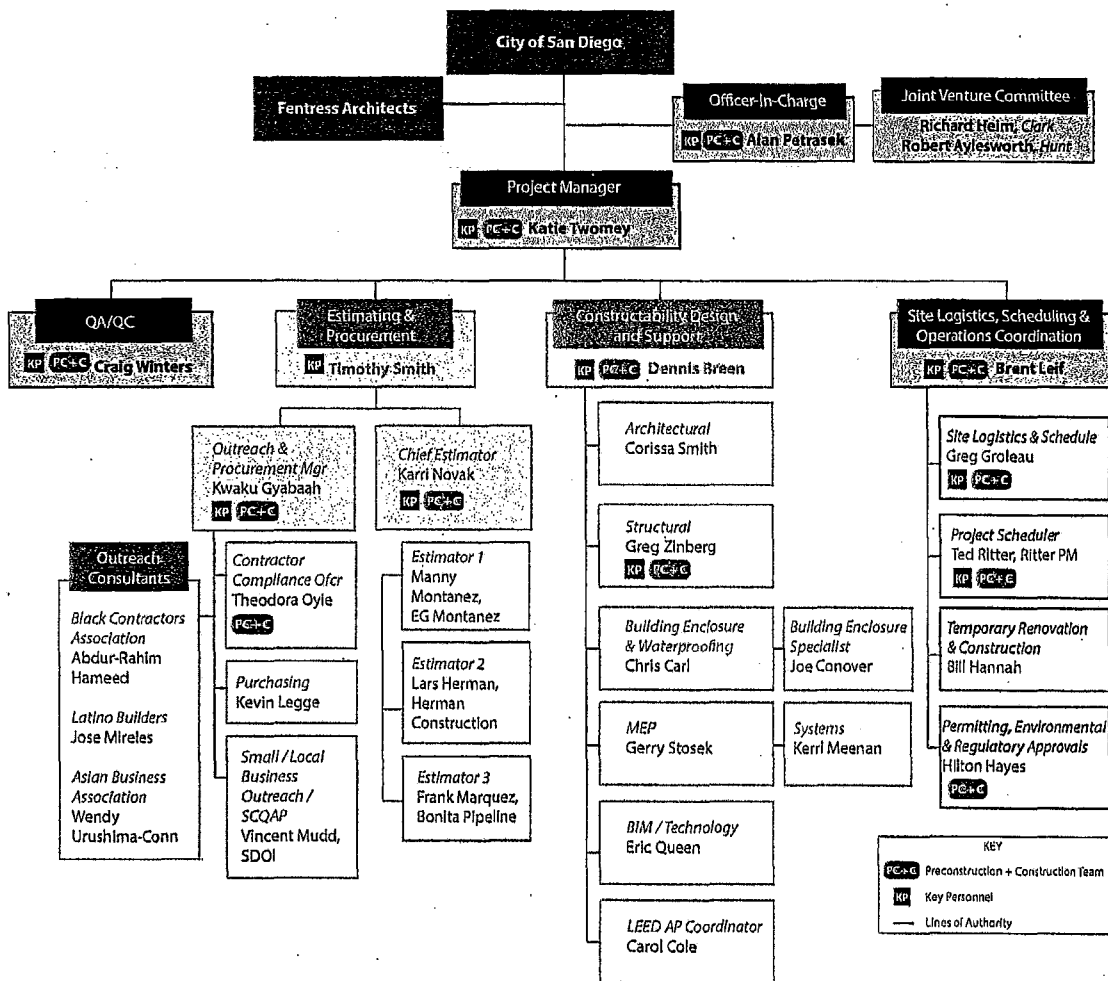


EXHIBIT L

CLARK-HUNT SDCC INTERVIEW Q&A RESPONSES



August 28, 2012

City of San Diego
Public Works Contracting Group
1200 Third Ave, Suite 200, MS 56P
San Diego, CA 92101

Attn: Mr. Al Rechany

Re: Response to interview questions regarding the Pre-Construction Services for the Convention Center Expansion Phase III Project, Construction Manager at Risk

Dear Mr. Rechany and the Evaluation Committee,

We thank you again for the prospect of working with you on the San Diego Convention Center Project. The Clark/Hunt team is excited about partnering with the City of San Diego to deliver a world class expansion to the existing Convention Center.

As a follow up to our interview meeting this morning, our understanding of the questions that you asked us to respond to, along with our corresponding answers are as follows:

Question 1: "Please confirm in writing that the subcontracting participation goals listed in your proposal will be achieved exclusively through subcontracting to SLBE, ELBE, DVBE, and Federally certified SDVOSB contractors."

Answer 1: Yes. Clark/Hunt confirms that the subcontracting goals listed in the RFP response (37% during Preconstruction and 40% during Construction) will be achieved exclusively through the use of SLBE, ELBE, DVBE, and Federally certified SDVOSB contractors.

Question 2: "Share how many companies Clark/Hunt will personally mentor throughout the course of the San Diego Convention Center Expansion Project."

Answer 2: The Clark/Hunt team is currently formally mentoring five companies through federally certified mentor protégé programs, and understands the level of commitment that is required to mentor a company properly. As a result, Clark/Hunt plans to personally mentor two companies during the San Diego Convention Center Expansion Project. This is in addition to the 60+ companies that will be mentored through our Strategic Partnership Program over the course of the project, and the companies that Clark/Hunt will align with our large subcontractors to be mentored in their individual trade disciplines.

Clark/Hunt SDCC, A Joint Venture

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San Diego, CA 92101

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Construction Manager at Risk
Convention Center Expansion Phase III Project

EXHIBIT L

CLARK-HUNT SDCC INTERVIEW Q&A RESPONSES

Question 3: "How many slots will you reserve in your Strategic Partnership Program for SLBE, ELBE, DVBE and Federally certified SDVOSB companies?"

Answer 3: Due to the intensive and highly personalized format our Strategic Partnership Program, we typically admit 20-35 companies during every 9-month session. Clark/Hunt is willing to reserve up to 60 slots (20 during each of the three 9-month sessions that will occur over the course of the project). This will result in at least 60 SLBE, ELBE, DVBE, and SDVOSB firms that are better equipped to sustain and grow their companies, and perform future large-scale work in the City of San Diego and beyond.

Question 4: "Who will be interviewing the employees of subcontractors onsite for labor compliance at each subcontracting tier, particularly at the first and second tiers?"

Answer 4: Clark/Hunt recognizes that to successfully comply with the state prevailing wage laws and the City's labor compliance regulation, a comprehensive approach that involves our entire onsite team is required. Clark/Hunt's Contract Compliance Officer, Theodora Oyie, will be responsible for performing/coordinating onsite interviews of the employees of our first and second tier subcontractors. Theodora and other Clark/Hunt personnel will personally perform the interviews. As part of our compliance monitoring, we will also look for the home offices of our subcontractors to provide evidence of conducting their own labor compliance interviews.

Question 5: "Please provide a statement confirming that the Strategic Plan that Clark/Hunt has provided in their RFP response will be incorporated into the contract if the Clark/Hunt team is selected for the San Diego Convention Center Expansion Project."

Answer 5: Clark/Hunt hereby confirms that if selected for the San Diego Convention Center Expansion Project, the Strategic Plan included in our RFP response will be incorporated into our contract with the City of San Diego.

Question 6: "What bonding and insurance assistance is Clark/Hunt willing to provide to SLBE, ELBE, and DVBE subcontractors on the San Diego Convention Center Expansion Project?"

Answer 6: It is Clark/Hunt's regular practice to provide bonding and insurance assistance to small, local, emerging, and disabled veteran contractors. Clark/Hunt will provide bonding and insurance assistance in the following ways:

1. Strategic Partnerships - Clark/Hunt often partners SLBE, ELBE, DVBE, and SDVOSB firms that have challenges meeting the project's bonding and insurance requirements, with larger firms that can provide technical assistance in the form of bonding and insurance. These relationships can serve as an effective strategy for introducing SLBE, ELBE, DVBE, and SDVOSB firms to the bonding and insurance companies of their large business partners, and developing the ability to provide their own bonding and insurance on future projects.

2. Partnerships with Bonding/Insurance Support Firms - Over the past several years, Clark/Hunt has established both regional and statewide relationships with bonding and insurance companies/programs that focus on supporting SLBE, ELBE, DVBE, and SDVOSB firms. One such company is Merriwether & Williams, which runs city and County-wide bond and insurance support programs throughout the state of California (including San Diego, where they run the San Diego Airport Authority's bond assistance program). Merriwether & Williams teaches the

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bonding and insurance courses within Clark's Strategic Partnership Program, and has worked with the Clark/Hunt team to help hundreds of small, local, emerging, and disabled veteran firms access to bonding and insurance. Clark/Hunt brings a track record of success in helping small, local, emerging, and disabled veteran firms obtain bonding and insurance, and brings relationships such as the one with Merriwether & Williams to the San Diego Convention Center Expansion Project.

3. Subguard/CCIP Program - In select cases, Clark/Hunt has utilized a trade specific subguard program to provide security to small, local, emerging, and disabled veteran contractor firms that could not provide bonding. Clark/Hunt has also allowed these companies to participate in our Contractor Controlled Insurance Program (CCIP), which typically provides small, local, emerging, and disabled veteran firms with more insurance coverage than they could typically obtain. In the event that the City is willing to explore these options, Clark/Hunt will work with the City to determine if they are most effective for the San Diego Convention Center Expansion Project.

4. Alternate Security/Lower Insurance Limits - In the past, Clark/Hunt has accepted alternate security in the form of letters of credit and other forms of collateral, as well as lower insurance coverage limits for small, local, emerging, and disabled veteran firms. This decision is made following a careful review of the capabilities of the firm that is in need of assistance. Clark/Hunt is prepared to offer/explore this option on the San Diego Convention Center Expansion Project.

5. Waiving Bonds - Though this is not the first remedy that Clark/Hunt considers in supporting small, local, emerging, and disabled veteran firms, Clark/Hunt has waived bonding requirements in selected cases on low-risk trades where there is a high level of comfort with the capability of the firms.

Kwaku Gyabaah, Clark's Director of Procurement and Outreach has extensive experience in assisting SLBE, ELBE, DVBE, and SDVOSB firms in obtaining bonding and insurance, and is a ready-resource to serve the needs of the San Diego Convention Center Expansion Project.

We hope that we have adequately answered each of your questions, and again, we look forward to the opportunity to work with you on this project. Should you desire additional clarification, or have additional questions, please don't hesitate to contact us.

Clark/Hunt SDCC, A Joint Venture



Alan J. Petrasek
Senior Vice President

EXHIBIT M
PHASED FUNDING SCHEDULE

Check one:

- First Phased Funding Schedule
 Final Phased Funding Schedule

BID NUMBER: K-12-5795-CMAR-3-C

CONTRACT OR TASK TITLE: Convention Center Expansion Phase III

CONTRACTOR: CLARK/HUNT, A JOINT VENTURE

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Provide value engineering, cost estimation, design and constructability review, and other activities as defined in the scope of services to the end of schematic design (e.g., 30%). Additional Services (See Section 3.2 of the Agreement)	Limited NTP	07/01/2013	\$200,000 \$100,000
2	Provide further value engineering, cost estimation, design and constructability review, design solicitation of subcontracted trades and materials, bidding, limited design services, other activities as defined in the scope of services to the completion of construction documents and preparation of a final GMP proposal for construction services.	07/01/2013	07/01/2014	\$300,000
Total				\$600,000