CITY COUNCIL Agenda

Council Chamber
1200 Carlsbad Village Drive
Carlsbad, CA 92008

Aug. 18, 2020, 3 p.m.

Welcome to Your City Council Meeting

We welcome your interest and involvement in the city's legislative process. This agenda includes information about topics coming before the City Council and the action recommended by city staff. You can read about each topic in the staff reports, which are available on the city website and in the Office of the City Clerk. The City Clerk is also available to answer any questions you have about City Council meeting procedures.

How to watch

City cable channel
Charter Spectrum channel 24
AT&T U-verse channel 99.

City website
carlsbadca.gov/news/cityty.asp

Virtual meeting format

- Per California Executive Order N-29-20, and in the interest of public health and safety, we are temporarily taking actions to prevent and mitigate the effects of the COVID-19 pandemic by holding City Council and other public meetings online only.
- All public meetings will comply with public noticing requirements in the Brown Act and will be made accessible electronically to all members of the public seeking to observe and address the City Council.

How to participate

- **By phone:** Sign up at https://www.carlsbadca.gov/cityhall/clerk/meetings/default.asp by 2 p.m. the day of the meeting to provide comments live by phone. You will receive a confirmation email with instructions about how to call in.
- **In writing:** Email comments to clerk@carlsbadca.gov. Comments received by 2 p.m. the day of the meeting will be shared with the City Council prior to the meeting. When e-mailing comments, please identify in the subject line the agenda item to which your comments relate. All comments received will be included as part of the official record. **Written comments will not be read out loud.**
- These procedures shall remain in place during the period in which state or local health officials have imposed or recommended social distancing measures.

Reasonable accommodations

Persons with a disability may request an agenda packet in appropriate alternative formats as require by the Americans with Disabilities Act of 1990. Reasonable accommodations and auxiliary aids will be provided to effectively allow participation in the meeting. Please contact the City Manager's Office at 760-434-2821 (voice), 711 (free relay service for TTY users), 760-720-9461 (fax) or manager@carlsbadca.gov by noon on the Monday before the meeting to make arrangements.

More information about City Council meeting procedures can be found at the end of this agenda and in the Carlsbad Municipal Code chapter 1.20. *PLEASE NOTE: AS A RESULT OF THE WAIVERS IN EXECUTIVE ORDER N-29-20, THE BROWN ACT PERMITS FULL PARTICIPATION BY OFFICIALS IN MEETINGS THROUGH VIDEO OR AUDIO TELECONFERENCE.*

The City Council also sits as the Carlsbad Municipal Water District Board, Public Financing Authority Board, Community Development Commission and Successor Agency to the Redevelopment Agency. When considering items presented to the Carlsbad Municipal Water District Board, each member receives an additional $100 per meeting (max $300/month). When considering items presented to the Community Development Commission each member receives an additional $75 per meeting (max $150/month).

CALL TO ORDER:

ROLL CALL:

ANNOUNCEMENT OF CONCURRENT MEETINGS: City Council is serving as the Carlsbad Municipal Water District Board of Directors on Consent Calendar Item No. 4.

INVOCATION:

PLEDGE OF ALLEGIANCE:

APPROVAL OF MINUTES:
Minutes of the Regular Meeting held June 16, 2020
Minutes of the Special Meeting held June 23, 2020
Minutes of the Regular Meeting held June 23, 2020
Minutes of the Special Meeting held July 14, 2020
Minutes of the Regular Meeting held July 14, 2020
Minutes of the Regular Meeting held July 21, 2020
Minutes of the Special Meeting held July 28, 2020

PRESENTATIONS: None.

PUBLIC REPORT OF ANY ACTION TAKEN IN CLOSED SESSION:

PUBLIC COMMENT: *In conformance with the Brown Act and California Executive Order No. N-29-20, a total of 15 minutes is provided so members of the public participate in the meeting by submitting comments as provided on the front page of this agenda. The City Council will receive comments as requested up to a total of 15 minutes. All other comments will trail until the end of the meeting. In conformance with the Brown Act, no Council action can occur on these items.*

CONSENT CALENDAR: *The items listed under Consent Calendar are considered routine and will be enacted by one motion as listed below. There will be no separate discussion on these items prior to the time the Council votes on the motion unless members of the Council, the City Manager, or the public request specific items be discussed and/or removed from the Consent Calendar for separate action.*

WAIVER OF ORDINANCE TEXT READING:
This is a motion to waive the reading of the text of all ordinances and resolutions at this meeting.

1. REPORT ON CITY INVESTMENTS AS OF JUNE 30, 2020 – Accept and file report on city investments as of June 30, 2020. (Staff contact: Craig Lindholm and Laura Rocha, Administrative Services)

2. EXTENSION OF LICENSE AGREEMENT WITH COX COMMUNICATIONS CALIFORNIA, LLC TO ALLOW THE CONTINUED USE OF THE PUBLIC RIGHT-OF-WAY WITHIN THE CITY TO PROVIDE SERVICES TO THE PALOMAR AIRPORT INDUSTRIAL AREA – Adoption of a resolution authorizing the city manager or his designee to extend the license agreement between the City of Carlsbad and Cox Communications California, LLC. (Staff contact: Maria Callander, Administrative Services)

3. REJECTION OF ALL BIDS RECEIVED FOR THE CALAVERA HILLS COMMUNITY PARK GATEWAY IMPROVEMENTS PROJECT – Adoption of a resolution rejecting all bids received for the Calavera Hills Community Park Gateway Improvements Project (Capital Improvement Project No. 4601). (Staff contact: Kyle Lancaster, Parks & Recreation)

4. APPROVE THE EXECUTION OF MASTER SERVICE AGREEMENTS FOR AS-NEEDED CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIALS TESTING SERVICES – 1) Adoption of a resolution approving the execution of master service agreements with the City of Carlsbad for as-needed horizontal construction management and inspection services with Kleinfelder Construction Services, Inc., Infrastructure Engineering Corporation, Harris & Associates, Inc., and Valley CM Inc. dba Valley Construction Management; as-needed vertical construction management and inspection services with SchneiderCM, Inc., Griffin Structures, Inc., Kitchell/CEM, Inc., and Anser Advisory Management, LLC dba Anser Advisory; and as-needed materials testing services with Atlas Technical Consultants LLC (formerly SCST, Inc.), Leighton Consulting, Inc., Twining, Inc., and Barnett Quality Control Services dba Nova Services, Inc.; and
2) Adoption of a Carlsbad Municipal Water District (CMWD) resolution approving the execution of master service agreements with CMWD for as-needed horizontal construction management and inspection services with Kleinfelder Construction Services, Inc., Infrastructure Engineering Corporation, Harris & Associates, Inc., and Valley CM, Inc. dba Valley Construction Management; as-needed vertical construction management and inspection services with SchneiderCM, Inc., Griffin Structures, Inc., Kitchell/CEM, Inc., and Anser Advisory Management, LLC dba Anser Advisory; and as-needed materials testing services with Atlas Technical Consultants LLC (formerly SCST, Inc.), Leighton Consulting, Inc., Twining, Inc., and Barnett Quality Control Services dba Nova Services, Inc. (Staff contact: Babaq Taj, Public Works)

ORDINANCES FOR INTRODUCTION: None.

ORDINANCES FOR ADOPTION:

5. ADOPTION OF ORDINANCE NO. CS-379 – Adoption of Ordinance No. CS-379 amending the Carlsbad Corporate Plaza Specific Plan (SP 23(H)) to remove the 6,000 square-foot limitation on medical office use for existing office buildings located at 6183-6185 Paseo del Norte within the Mello II segment of the city's Local Coastal Program and Local Facilities Management Zone 3. (Case Name: Carlsbad Corporate Plaza Parking Structure; Case No.: AMEND 2019-0002). (Staff contact: Faviola Medina, City Clerk Department)

   City Manager's Recommendation: Adopt Ordinance No. CS-379.

PUBLIC HEARINGS: None.

DEPARTMENTAL AND CITY MANAGER REPORTS:

6. COVID-19 ACTIONS AND EXPENDITURES REPORT – Receive a report on recent actions and expenditures related to the city's response to the COVID-19 pandemic and provide direction as appropriate. (Staff contact: Geoff Patnoe, City Manager Department)

   City Manager's Recommendation: Receive the report and provide direction as appropriate.

7. ECONOMIC RECOVERY AND REVITALIZATION INITIATIVE UPDATES AND ACTIONS – 1) Adoption of a resolution approving further implementation of the economic recovery and revitalization initiative and modifications to the COVID-19 Small Business Loan Program, and
2) Provide additional direction based upon a report out by the Ad Hoc City Council Economic Revitalization Subcommittee. (Staff contact: David Graham, Administrative Services)

   City Manager's Recommendation: Adopt the resolution and provide additional direction.

8. REVIEW OF JULY 23, 2020 CLEAN ENERGY ALLIANCE JOINT POWERS AUTHORITY SPECIAL MEETING AGENDA ITEM 5 – CLEAN ENERGY ALLIANCE INCLUSIVE & SUSTAINABLE WORKFORCE POLICY – Review and discuss the July 23, 2020 Clean Energy Alliance Joint Powers Authority Board of Directors Special Meeting Agenda Item 5 – Clean Energy Alliance Inclusive & Sustainable Workforce Policy. (Staff contact: Jason Haber, City Manager Department)

   City Manager's Recommendation: Review and discuss the item.

9. PRESENTATION ON POLICE USE OF FORCE AND POLICE OFFICERS BILL OF RIGHTS AND DISCUSSION ON CITIZENS REVIEW COMMITTEE ON POLICE PRACTICES AND PROCEDURES – Receive a presentation on police use of force and Police Officers Bill of Rights and discuss background information regarding the formation of citizens review committees on police practices and procedures. (Staff contact: Celia Brewer, City Attorney Department; Mickey Williams, Police Department; Judy von Kalinowski, Human Resources Department; and Sheila Cobian, City Manager Department)

   City Manager's Recommendation: Receive the presentation and discuss the item.

COUNCIL COMMENTARY AND REQUESTS FOR CONSIDERATION OF MATTERS:

City Council Regional Assignments (Revised 4/7/20)

Matt Hall **Mayor**	North County Mayors and Managers City/School Committee Chamber of Commerce Liaison (primary) Clean Energy Alliance JPA (alternate) San Diego County Water Authority San Diego Regional Economic Development Corporation Board of Directors
Keith Blackburn **Mayor Pro Tem**	Buena Vista Lagoon JPC Encina Wastewater Authority/JAC Board of Directors North County Dispatch Joint Powers Authority Chamber of Commerce Liaison (alternate) SANDAG (1st alternate) North County Transit District (alternate)
Priya Bhat-Patel **Council Member – District 3**	SANDAG (2nd alternate) North County Transit District (primary) City/School Committee League of California Cities – SD Division Encina Wastewater Authority/JAC Board of Directors (alternate)
Cori Schumacher **Council Member – District 1**	SANDAG (primary) Buena Vista Lagoon JPC Clean Energy Alliance JPA (primary) Encina Wastewater Authority/JAC Board of Directors North County Dispatch Joint Powers Authority (alternate)
Vacant – At-Large **Council Member**	

PUBLIC COMMENT: Continuation of the Public Comments

This portion of the agenda is set aside for continuation of public comments, if necessary, due to exceeding the total time allotted in the first public comments section. In conformance with the Brown Act, no Council action can occur on these items.

ANNOUNCEMENTS:

This section of the Agenda is designated for announcements to advise the community regarding events that Members of the City Council have been invited to, and may participate in.

CITY MANAGER COMMENTS:

CITY ATTORNEY COMMENTS:

ADJOURNMENT:

This section of the Agenda is designated for announcements to advise the community regarding events that Members of the City Council have been invited to, and may participate in.

City Council Meeting Procedures (*continued from page 1*)

Written Materials

Written materials related to the agenda that are submitted to the City Council after the agenda packet has been published will be available for review prior to the meeting during normal business hours at the City Clerk's office, 1200 Carlsbad Village Drive and on the city website. To review these materials during the meeting, please see the City Clerk

Visual Materials

Visual materials, such as pictures, charts, maps or slides, are allowed for comments on agenda items, not general public comment. Please contact the City Manager's Office at 760-434-2820 or manager@carlsbadca.gov to make arrangements in advance. All materials must be received by the City Manager's Office no later than noon the day before the meeting. The time spent presenting visual materials is included in the maximum time limit provided to speakers. All materials exhibited to the City Council during the meeting are part of the public record. **Please note that video presentations are not allowed.**

Decorum

All participants are expected to conduct themselves with mutual respect. Loud, boisterous and unruly behavior can interfere with the ability of the City Council to conduct the people's business. That's why it is illegal to disrupt a City Council meeting. Following a warning from the presiding officer, those engaging in disruptive behavior are subject to law enforcement action.

City Council Agenda

The City Council follows a regular order of business that is specified in the Carlsbad Municipal Code. The City Council may only make decisions about topics listed on the agenda.

Presentations

The City Council often recognizes individuals and groups for achievements and contributions to the community. Well-wishers often fill the chamber during presentations to show their support and perhaps get a photo. If you don't see an open seat when you arrive, there will likely be one once the presentations are over.

Consent Items

Consent items are considered routine and may be enacted together by one motion and vote. Any City Council member may remove or "pull" an item from the "consent calendar" for a separate vote. Members of the public may pull an item from the consent calendar by requesting to speak about that item. A speaker request form must be submitted to the clerk prior to the start of the consent portion of the agenda.

Public Comment

Members of the public may speak on any city related item that does not appear on the agenda. State law prohibits the City Council from taking action on items not listed on the agenda. Comments requiring follow up will be referred to staff and, if appropriate, considered at a future City Council meeting. Members of the public are also welcome to provide comments on agenda items during the portions of the meeting when those items are being discussed. In both cases, a request to speak form must be submitted to the clerk in advance of that portion of the meeting beginning.

Public Hearing

Certain actions by the City Council require a "public hearing," which is a time within the regular meeting that has been set aside and noticed according to different rules.

Departmental Reports

This part of the agenda is for items that are not considered routine and do not require a public hearing. These items are usually presented to the City Council by city staff and can be informational in nature or require action. The staff report about each item indicates the purpose of the item and whether or not action is requested.

Other Reports

At the end of each meeting, City Council members and the city manager, city attorney and city clerk are given an opportunity to share information. This usually includes reports about recent meetings, regional issues, and recent or upcoming meetings and events.

City Council Actions

Resolution

A resolution is an official statement of City Council policy that directs administrative or legal action or embodies a public City Council statement. A resolution may be introduced and adopted at the same meeting. Once adopted, it remains City Council policy until changed by subsequent City Council resolution.

Ordinance

Ordinances are city laws contained in the Carlsbad Municipal Code. Enacting a new city law or changing an existing one is a two-step process. First, the ordinance is "introduced" by city staff to the City Council. If the City Council votes in favor of the introduction, the ordinance will be placed on a subsequent City Council meeting agenda for "adoption." If the City Council votes to adopt the ordinance, it will usually go into effect 30 days later.

Motion

A motion is used to propose City Council direction related to an item on the agenda. Any City Council member may make a motion. A motion must receive a "second" from another City Council member to be eligible for a City Council vote.

CITY COUNCIL Minutes

Council Chamber
1200 Carlsbad Village Drive
Carlsbad, CA 92008

June 16, 2020, 3 p.m.

CALL TO ORDER: 3 p.m.

ROLL CALL: Hall, Blackburn, Bhat-Patel, Schumacher.

ANNOUNCEMENT OF CONCURRENT MEETINGS: None.

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Blackburn led the Pledge of Allegiance.

INVOCATION: None.

PRESENTATIONS: None.

PUBLIC COMMENT:

The following individuals called into the City Council Meeting and voiced their comments for the record:

Ana Reyes spoke regarding the money budgeted for police in FY 2020-21.

Mary Lucid thanked the elected officials, the City Clerk Services Department and staff members from the City Manager's Office for their outstanding service to the public. She also spoke about the lack of details in the Parks & Recreation budget.

CONSENT CALENDAR:

Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to approve Consent Calendar Item Nos. 3 and 4. Motion carried unanimously, 4/0.

This item was pulled by Mayor Hall to vote on separately.

1. ASSEMBLY JOINT RESOLUTION NOS. 30 AND 33 – RELATIVE TO NUCLEAR WEAPONS – Adoption of a resolution supporting California Assembly Joint Resolution Nos. 30 and 33 relative to nuclear weapons. (Staff contact: Jason Haber, City Manager Department)

This item was pulled by Council Member Schumacher for discussion.

2. APPROVAL OF AGREEMENT WITH GHD, INC. FOR SOUTH CARLSBAD BOULEVARD CLIMATE ADAPTATION PROJECT – Adoption of a resolution authorizing execution of an agreement with GHD, Inc. for consulting services on the south Carlsbad Boulevard Climate Adaptation Project in an amount not to exceed $249,645 for the three years of the agreement. (Staff contact: Mike Grim, Public Works)

3. APPROVAL OF AGREEMENT WITH URBAN CORPS OF SAN DIEGO, INC. FOR CITYWIDE GRAFFITI REMOVAL AND MISCELLANEOUS MAINTENANCE SERVICES – Adoption of Resolution No. 2020-110 approving a professional services agreement with Urban Corps of San Diego, Inc. for citywide graffiti removal and miscellaneous maintenance services in an amount not to

exceed $235,224 for the initial two years of the agreement. (Staff contact: Michael O'Brien, Public Works)

4. AUTHORIZATION TO ISSUE A RFP REGARDING RECYCLING, ORGANICS AND SOLID WASTE COLLECTION AND ORGANIC MATERIALS PROCESSING SERVICES AND AUTHORIZATION TO NEGOTIATE AMENDMENTS TO THE JUNE 1, 2002 AGREEMENT FOR TRANSFER STATION DISPOSAL SERVICES – Adoption of Resolution No. 2020-111 authorizing staff to issue a Request for Proposals regarding recycling, organics and solid waste collection and organic materials processing services and authorization to negotiate a five-year extension of and other amendments to the June 1, 2002 agreement for transfer station and disposal services. (Staff contact: James Wood, Public Works)

CONSENT CALENDAR ITEMS PULLED:

This item was pulled by Mayor Hall for discussion.

1. ASSEMBLY JOINT RESOLUTION NOS. 30 AND 33 – RELATIVE TO NUCLEAR WEAPONS – Adoption of Resolution No. 2020-108 supporting California Assembly Joint Resolution Nos. 30 and 33 relative to nuclear weapons. (Staff contact: Jason Haber, City Manager Department)

   Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to adopt Resolution No. 2020-108. Motion carried, 3/1 (Hall – No).

This item was pulled by Council Member Schumacher for discussion.

2. APPROVAL OF AGREEMENT WITH GHD, INC. FOR SOUTH CARLSBAD BOULEVARD CLIMATE ADAPTATION PROJECT – Adoption of Resolution No. 2020-109 authorizing execution of an agreement with GHD, Inc. for consulting services on the South Carlsbad Boulevard Climate Adaptation Project in an amount not to exceed $249,645 for the three years of the agreement. (Staff contact: Mike Grim, Public Works)

   Minute Motion by Council Member Schumacher, seconded by Council Member Bhat-Patel, to include the People for Ponto organization in the stakeholder's listening session with Lance Schulte as the contact. Motion carried, 3/1 (Hall – No).

   Motion by Council Member Schumacher, seconded by Council Member Bhat-Patel, to adopt Resolution No. 2020-109. Motion carried unanimously, 4/0.

ORDINANCES FOR INTRODUCTION: None.

ORDINANCE FOR ADOPTION: None.

PUBLIC HEARINGS:

5. RECOMMENDATION FROM THE AD-HOC CITY COUNCIL SUBCOMMITTEE ON ECONOMIC REVITALIZATION FOR A ONE-YEAR EXTENSION FOR BUILDING PERMITS AND BUILDING PERMIT APPLICATIONS DUE TO COVID-19 – Hold a public hearing and introduce Ordinance No. CS-377 amending Carlsbad Municipal Code Chapter 18.04 to allow for building permit application time extensions consistent with the 2019 California Building Standards Code; and

Adoption of Resolution No. 2020-112 authorizing the city's building official to extend the expiration date of building permits and building permit applications by one year due to COVID-19. (Staff contact: Jeff Murphy, Community Development)

City Manager's Recommendation: Take public input, close the public hearing, introduce the ordinance and adopt the resolution.

Community & Economic Development Director Jeff Murphy presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

Mayor Hall opened the duly noticed public hearing at 3:17 p.m.

Seeing no one wishing to speak, Mayor Hall closed the duly noticed public hearing at 3:17 p.m.

City Attorney Celia Brewer titled the Ordinance.

Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to introduce Ordinance No. CS-377 and to adopt Resolution No. 2020-112. Motion carried unanimously, 4/0.

6. FY 2020-21 ANNUAL ACTION PLAN AND INCLUSION OF CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT SUPPLEMENTAL FUNDING FOR THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM – Hold a public hearing and adoption of Resolution No. 2020-113 approving the fiscal year 2020-21 Annual Action Plan and inclusion of the Coronavirus Aid, Relief, and Economic Security Act supplemental funding, CDBG Advisory Committee funding recommendations, and authorizing the submittal of the consolidated plan to the U.S. Department of Housing and Urban Development. (Staff contact: Nancy Melander, Community Development)

   City Manager's Recommendation: Take public input, close the public hearing and adopt the resolution.

   Community & Economic Development Program Manager Nancy Melander presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

   Mayor Hall opened the duly noticed public hearing at 3:26 p.m.

   Seeing no one wishing to speak, Mayor Hall closed the duly noticed public hearing at 3:26 p.m.

   Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to adopt Resolution No. 2020-113. Motion carried unanimously, 4/0.

7. ADOPTION OF VEHICLE MILES TRAVELED AS A SIGNIFICANCE THRESHOLD PURSUANT TO SENATE BILL 743 AND THE CALIFORNIA ENVIRONMENTAL QUALITY ACT – Hold a public hearing and adoption of Resolution No. 2020-114 approving vehicle miles traveled thresholds of significance and screening criteria for purposes of analyzing transportation impacts under Senate Bill 743 and the California Environmental Quality Act. (Staff contact: Jason Geldert, Community Development)

City Manager's Recommendation: Take public input, close the public hearing and adopt the resolution.

Community & Economic Development Director Jeff Murphy presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

Mayor Hall opened the duly noticed public hearing at 3:43 p.m.

Seeing no one wishing to speak, Mayor Hall closed the duly noticed public hearing at 3:43 p.m.

Council Member Schumacher stated for the record that she will be voting in support of this item today, but feels decision making is being pushed up against a wall, as there are a couple of items that need refinement.

Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to adopt Resolution No. 2020-114. Motion carried unanimously, 4/0.

DEPARTMENTAL AND CITY MANAGER REPORTS:

8. 2020 LEGISLATIVE PLATFORM AND STATE LEGISLATIVE UPDATE – Adoption of Resolution No. 2020-115 approving the City of Carlsbad 2020 Legislative Platform, receive a legislative update and establish City Council positions on priority bills identified by the City Council Legislative Subcommittee. (Staff contact: Jason Haber, City Manager Department)

City Manager's Recommendation: Receive the update and adopt the resolution.

Intergovernmental Affairs Director Jason Haber and representatives John Benton and Kathrina Gregana (California Strategies & Advocacy, LLC) presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

Council Member Bhat-Patel wanted to address how to support bills that look to encourage or mandate de-escalation training and bias training, as well as increased funding for social workers and mental health services, including local schools.

Mayor Pro Tem Blackburn supported more funding for mental health. He stated that the Police Dept. spends too much time with people who need mental health services instead of Police services. He also supports bills for de-escalation and bias training.

Mayor Hall expressed his interest in supporting legislation that would increase accountability and transparency among law enforcement agencies and personnel.

Council Member Schumacher stated that City Council is now looking to amend the legislative platform in the resolution, and that she would be voting no on this item.

Minute Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to amend the legislative platform to include statements in support of bills that would: a) increase accountability and transparency for law enforcement agencies and personnel; b) encourage or mandate de-escalation and bias training for police officers statewide; and c)

expand and fund mental health and social-emotional health services, including in schools. Motion carried, 3/0/1 (Schumacher – Abstain).

Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, adopting Resolution No. 2020-115, approving the City of Carlsbad 2020 Legislative Platform, as amended. Motion carried, 3/1 (Schumacher – No).

In response to Council Member Schumacher, Intergovernmental Affairs Director Jason Haber stated that they do not have strong recommendations on the bills from the Legislative Subcommittee, but were identified for discussion and consideration among the City Council. He explained that the bills were brought before the City Council because there are competing aspects to the bills. He further explained that the intent was to allow the City Council the conversation to sort through those issues and provide policy direction where there is not clear direction in the legislative platform. Council Member Schumacher stated that that is the intellectual labor of the subcommittee rather than the broader work of the City Council.

Minute Motion by Council Member Schumacher requesting that the Legislative Subcommittee bring recommendations on priority bills back to Council. Motion failed due to lack of a second.

Mayor Hall commented that they are following these bills very closely. Council Member Bhat-Patel explained that the intent was to allow the City Council to have a larger more inclusive conversation. Council Member Schumacher expressed that she was waiting to hear from the Legislative Subcommittee.

Minute Motion by Council Member Schumacher, seconded by Mayor Pro Tem Blackburn, to refer the priority bills identified by the City Council Legislative Subcommittee back to the Subcommittee to develop and bring back recommended advocacy positions to the City Council, as needed. Motion carried unanimously, 4/0.

9. CITY COUNCIL POLICY NO. 39 – INTERGOVERNMENTAL AFFAIRS PROGRAM – Adoption of Resolution No. 2020-116 rescinding City Council Policy No. 39 – Legislative Program and replacing it with revised City Council Policy No. 39 – Intergovernmental Affairs Program. (Staff contact: Jason Haber, City Manager Department)

City Manager's Recommendation: Adopt the resolution.

Intergovernmental Affairs Director Jason Haber presented the report.

Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to adopt Resolution No. 2020-116. Motion carried unanimously, 4/0.

10. ECONOMIC RECOVERY AND REVITALIZATION INITIATIVE JOINT MARKETING PLAN - Adoption of Resolution No. 2020-117 approving the Carlsbad is Calling business promotion and tourism marketing campaign and authorizing the city manager to negotiate and execute and agreement with Visit Carlsbad for implementation services in an amount not to exceed $250,000 (Staff contact: Laura Rocha and David Graham, Administrative Services)

City Manager's Recommendation: Adopt the resolution.

Chief Innovation Office David Graham and Mark Rudyk of Visit Carlsbad presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

The following individual called into the City Council Meeting and voiced their comment for the record:

Christine Davis, representing the Carlsbad Village Association, requested that the City Council adopt the resolution and implement the plan.

Motion by Mayor Pro Tem Blackburn, seconded by Council Member Priya Bhat-Patel, to adopt Resolution No. 2020-117. Motion carried unanimously, 4/0.

COUNCIL REPORTS AND COMMENTS:

Council Member Schumacher gave updates on the Housing Community & Economic Development Policy Committee and the SANDAG Program Budget. She also requested more clarity regarding the North County Transit District parking lease.

Council Member Bhat-Patel gave an update on the North County Transit District budget conversation and no new positions were added.

Mayor Hall spoke regarding a pre-briefing meeting he attended for the Water Authority Board regarding energy including direct purchase, working with RCE and/or working with the City of San Diego.

CITY MANAGER COMMENTS:

City Manager Scott Chadwick congratulated Sheila Cobian for her promotion to Assistant to the City Manager.

CITY ATTORNEY COMMENTS: None.

CITY CLERK COMMENTS: None.

ANNOUNCEMENTS: None.

ADJOURNMENT: Mayor Hall adjourned the duly noticed meeting at 4:58 p.m.

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Tamara R. McMinn, CPMC, CMC
Senior Deputy City Clerk

CITY COUNCIL
Special Meeting

Minutes

June 23, 2020, 2:30 p.m.

Council Chamber
1200 Carlsbad Village Drive
Carlsbad, CA 92008

CALL TO ORDER: 2:30 p.m.

ROLL CALL: Hall, Blackburn, Bhat-Patel, Schumacher.

PUBLIC COMMENT ON AGENDA ITEM: None.

CLOSED SESSION:
City Attorney Celia Brewer read the Council into Closed Session.

Council adjourned into Closed Session at 2:30 p.m. pursuant to the following:

1. CONFERENCE WITH LEGAL COUNSEL REGARDING INITIATING LITIGATION

   That the City Council, by motion, authorize a closed session to consider initiation of litigation of one case pursuant to Government Code section 54956.9(d)(4).

   Council Action: The City Council authorized the City of Carlsbad to join in a petition for review of a declaratory ruling of the Federal Communications Commission. Motion carried unanimously, 4/0.

ADJOURNMENT:
By proper motion, the Special Meeting of June 23, 2020 was adjourned at 2:35 p.m.

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Mia De Marzo
Deputy City Clerk

CITY COUNCIL Minutes

Council Chamber
1200 Carlsbad Village Drive
Carlsbad, CA 92008

June 23, 2020 3 p.m.

CALL TO ORDER: 3 p.m.

ROLL CALL: Hall, Blackburn, Bhat-Patel, Schumacher.

ANNOUNCEMENT OF CONCURRENT MEETINGS: The Mayor announced that the City Council is serving as the Carlsbad Municipal Water District Board of Directors, Public Financing Authority, Community Development Commission and the Successor Agency to the Redevelopment Agency for Public Hearing Item No. 9.

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Blackburn led the Pledge of Allegiance.

INVOCATION: None.

APPROVAL OF MINUTES:
Minutes of the Special Meeting held April 25, 2020.
Minutes of the Regular Meeting held May 5, 2020.
Minutes of the Regular Meeting held May 12, 2020.
Minutes of the Special Meeting held June 2, 2020.
Minutes of the Special Meeting held June 9, 2020.

Motion by Mayor Pro-Tem Blackburn, seconded by Council Member Bhat-Patel, to approve the minutes as presented. Motion carried unanimously, 4/0.

PRESENTATIONS:
Proclamation in recognition of retiring Library & Cultural Arts Director Heather Pizzuto.

Mayor Hall read the proclamation and said a few words.

PUBLIC COMMENT:
The following individual called into the City Council Meeting and voiced their comment for the record:

Kelly McCormick thanked the City Council for supporting Senate Bill 793. She also urged the City Council to write a letter in addition to supporting the bill.

PUBLIC REPORT OF ACTION TAKEN IN CLOSED SESSION:
City Attorney Celia Brewer announced that the City Council authorized the City of Carlsbad to join in a petition for review of a declaratory ruling of the Federal Communications Commission.

CONSENT CALENDAR:
Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to approve Consent Calendar Item Nos. 1 through 7. Motion carried unanimously, 4/0.

1. PURCHASE OF PROPERTY INSURANCE COVERAGE THROUGH ALLIANT INSURANCE SERVICES, INC.'S ALLIANT PROPERTY INSURANCE PROGRAM FOR FISCAL YEAR 2020-21– Adoption of Resolution No. 2020-118 approving the purchase of $500 million of property insurance coverage through Alliant Insurance Services, Inc.'s Alliant Property Insurance Program for FY 2020-2021 in an amount not to exceed $275,454.29. (Staff contact: Ed Garbo, Administrative Services)

2. PURCHASE OF EXCESS LIABILITY COVERAGE THROUGH CALIFORNIA INSURANCE POOL AUTHORITY FOR FISCAL YEAR 2020-21 – Adoption of Resolution No. 2020-119 approving the purchase of $43 million of excess liability coverage through California Insurance Pool Authority for FY 2020-2021 in an amount not to exceed $609,000. (Staff contact: Ed Garbo, Administrative Services)

3. NOV. 3, 2020 GENERAL MUNICIPAL ELECTION – Adoption of Resolution No. 2020-120 calling for and giving notice of the General Municipal Election to be held in the City of Carlsbad on Tuesday, Nov. 3, 2020, for the purpose of electing City Council Members to represent City Council Districts 2 and 4 for terms ending in November 2024; and
   Adoption of Resolution No. 2020-121 requesting that the County of San Diego Board of Supervisors consolidate the General Municipal Election to be held in the City of Carlsbad on Tuesday, Nov. 3, 2020, with the California Statewide General Election; and
   Adoption of Resolution No. 2020-122 approving regulations for candidates for elective office pertaining to Candidates' Statements submitted to the voters at the General Municipal Election to be held in the City of Carlsbad on Tuesday, Nov. 3, 2020. (Staff contact: Sheila Cobian, City Clerk Department)

4. ACCEPTANCE OF DONATION FROM THE CARLSBAD FRIENDS OF THE ARTS – Adoption of Resolution No. 2020-123 accepting a donation of $38,400 from the Carlsbad Friends of the Arts in support of the FY 2020-21 cultural arts programs. (Staff contact: Richard Schultz, Cultural Arts)

5. EXTENSION OF HOSTING AGREEMENT WITH VELOCITY FOR HCMS – Adoption of Resolution No. 2020-124 authorizing the city manager to execute amendments to the Master Services Agreement with Velocity Technology Solutions, Inc. for hosting services and professional services for the Lawson Human Capital Management System (HCMS) software in an amount not to exceed $747,029 for a term ending June 30, 2022. (Staff contact: Maria Callander and Rachel Muller, Information Technology)

6. APPROVAL OF HOMELESS OUTREACH AND CASE MANAGEMENT CONTRACT WITH INTERFAITH COMMUNITY SERVICES, INC. – Adoption of Resolution No. 2020-125 authorizing the city manager or designee to execute a Professional Services Agreement with Interfaith Community Services, Inc. to provide for Homeless Outreach and Case Management Services. (Staff contact: Holly Nelson, Police)

7. ACCEPTANCE OF FISCAL YEAR 2019 URBAN AREAS SECURITY INITIATIVE GRANT FUND PROGRAM – Adoption of Resolution No. 2020-126 accepting and appropriating funds for

Fiscal Year 2019 Urban Areas Security Initiative Grant Fund Program. (Staff contact: Jennie Marinov, Fire)

ORDINANCES FOR INTRODUCTION: None.

ORDINANCES FOR ADOPTION:

8. ADOPTION OF ORDINANCE NO. CS-377 – AMENDMENTS TO CARLSBAD MUNICIPAL CODE CHAPTER 18.04 – Adoption of Ordinance No. CS-377 amending Carlsbad Municipal Code Chapter 18.04 to allow for building permit application time extensions consistent with the 2019 California Building Standards Code. (Staff contact: Sheila Cobian, City Clerk Services)

   City Attorney Celia Brewer titled the Ordinance.

   Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to adopt Ordinance No. CS-377. Motion carried unanimously, 4/0.

PUBLIC HEARINGS:

9. FISCAL YEAR 2020-21 OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGETS – Hold a public hearing on the FY 2020-21 Operating Budgets and FY 2020-21 to 2034-35 Capital Improvement Program for the City of Carlsbad, Carlsbad Municipal Water District, the Carlsbad Public Financing Authority, the Community Development Commission, and City of Carlsbad as the Successor Agency to the Carlsbad Redevelopment Agency; and,
   Adoption of City Council Resolution No. 2020-127 adopting the Final Operating Budget and Capital Improvement Program for FY 2020-21 for the City of Carlsbad and establishing controls on changes in appropriations for the budget funds; and,
   Adoption of Carlsbad Municipal Water District Resolution No. 1641 adopting the Water District's Final Operating Budget and Capital Improvement Program for FY 2020-21 and establishing controls on changes in appropriations for budget funds; and,
   Adoption of Community Development Commission Resolution No. 547 adopting the final Operating Budget of the Carlsbad Housing Authority for FY 2020-21 and establishing controls on changes in appropriations for budget funds; and,
   Adoption of Carlsbad Public Financing Authority Resolution No. 81 adopting the Operating Budget and Capital Improvement Program of The Crossings at Carlsbad Municipal Golf Course for FY 2020-21 and establishing controls on changes in appropriations for budget funds; and,
   Adoption of City Council Resolution No. 2020-128, acting as Successor Agency for the Carlsbad Redevelopment Agency, adopting the final Operating Budget of the Successor Agency and Enforceable Debt Obligations of the City of Carlsbad's Redevelopment Obligation Retirement Fund for FY 2020-21 and establishing controls on changes in appropriations for budget funds; and,
   Adoption of City Council Resolution No. 2020-129 establishing the FY 2020-21 appropriation limit as required by Article XIIIB of the California State Constitution and State Law; and,
   Adoption of City Council Resolution No. 2020-130 adopting changes to the Master Fee Schedule; and,

Adoption of City Council Resolution No. 2020-131 approving the City of Carlsbad's share of the FY 2020-21 Operating and Capital Budgets of the Encina Wastewater Authority; and, Adoption of City Council Resolution No. 2020-132 determining that the FY 2020-21 Capital Improvement Program Budget is consistent with the General Plan and Climate Action Plan.

City Manager's Recommendation: Take public input, close the public hearing and adopt the resolutions.

City Manager Scott Chadwick, Deputy City Manager of Administrative Services Laura Rocha, Finance Manager Roxanne Muhlmeister and Deputy City Manager of Public Works Paz Gomez presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

Mayor Hall opened the duly noticed Public Hearing at 3:14 p.m.

The following individuals called into the City Council Meeting and voiced their comments for the record:

Steve Linke spoke regarding a letter he submitted to the City Council asking them to update the traffic impact fee program to reflect current conditions and to further prioritize the SANDAG RTIP fund to improvement projects rather than repair projects.

Maxwell Dana spoke about the need to make Carlsbad more accessible to different races and backgrounds. He suggested the City Council reopen the General Plan and the Growth Management Plan.

Lance Schulte spoke regarding the People for Ponto submission of public testimony and the proposed land use change of Planning Area F.

Deana Fisher spoke supporting racial diversity and encouraging Carlsbad to become more diverse in its community.

Keyrollos Ibrahim suggested the City Council reopen the General Plan and the Growth Management Plan and include young people's opinions on them.

Maggie Munn suggested the City Council reopen the General Plan and the Growth Management Plan.

Sophie Blake suggested the City Council reopen the General Plan and the Growth Management Plan.

Hearing no one else wishing to speak, Mayor Hall closed the duly noticed Public Hearing at 3:40 p.m.

Minute Motion by Mayor Hall, seconded by Council Member Bhat-Patel, to direct the City Manager to hold a City Council Workshop on the following items:

1. Background information about citizens review committee on police practices and procedures.

2. Presentation on police use of force.
3. Presentation on police officers' rights under the police officer bill of rights and any other policies or procedures that may pertain.
Motion carried unanimously, 4/0.

Council Member Bhat-Patel commented that she would like the City Manager to consider adding the two recommended ambulances, start the planning of at least one of the two fire stations, and improve the city's response times as recommended in the State of the City report that Council was recently presented with. She also commented that once a fifth Council Member is elected she would like to see a priority put on and a budget set for the Growth Management Plan and General Plan. She added that the City Council could possibly set aside funds from the Council Contingency fund to start the process.

Mayor Pro Tem Blackburn commented that he agrees with Council Member Bhat-Patel and that the Growth Management Plan and the General Plan need to be revisited.

In response to an inquiry from Mayor Hall, City Manager Chadwick explained that the City Council could request a midyear budget modification or change. He added that there is also the Council Contingency fund of 1.5 million available as well. He also commented that the process could begin in the Fall of 2020.

Council Member Schumacher commented that she would like to request that staff bring back the budget for a midyear review due to ongoing changes with COVID-19.

Deputy City Manager of Administrative Services Laura Rocha commented that they were planning to update the City Council on the budget quarterly through this fiscal year.

Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to adopt the following resolutions:

1. Resolution No. 2020-127
2. CMWD Resolution No. 1641
3. CDC Resolution No. 547
4. PFA Resolution No. 81
5. Resolution No. 2020-128
6. Resolution No. 2020-129
7. Resolution No. 2020-130
8. Resolution No. 2020-131
9. Resolution No. 2020-132

Motion carried unanimously, 4/0.

Mayor Hall declared a recess at 5:49 p.m.

Mayor Hall reconvened the meeting at 5:55 p.m.

10. <u>CARLSBAD TOURISM BUSINESS IMPROVEMENT DISTRICT LEVY OF ANNUAL ASSESSMENT</u> – Hold a public hearing and adoption of Resolution No. 2020-133 confirming the Advisory

Board's report and levying the assessment for FY 2020-21 for the Carlsbad Tourism Business Improvement District. (Staff contact: Cheryl Gerhardt, Administrative Services)

City Manager's Recommendation: Take public input, close the public hearing and adopt the resolution.

Finance Manager Cheryl Gerhardt presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

Mayor Hall opened the duly noticed Public Hearing at 4:57 p.m.

Hearing no one wishing to speak, Mayor Hall closed the duly noticed Public Hearing at 4:58 p.m.

Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to adopt Resolution No. 2020-133. Motion carried unanimously, 4/0.

11. CARLSBAD GOLF LODGING BUSINESS IMPROVEMENT DISTRICT LEVY OF ANNUAL ASSESSMENT – Hold a public hearing and adoption of Resolution No. 2020-134 confirming the Advisory Board's report and levying the assessment for FY 2020-21 for the Carlsbad Golf Lodging Business Improvement District. (Staff contact: Cheryl Gerhardt, Administrative Services)

    Finance Manager Cheryl Gerhardt presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

    City Manager's Recommendation: Take public input, close the public hearing and adopt the resolution.

    Mayor Hall opened the duly noticed Public Hearing at 5:01 p.m.

    Hearing no one wishing to speak, Mayor Hall closed the duly noticed Public Hearing at 5:01 p.m.

    Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to adopt Resolution No. 2020-134. Motion carried unanimously, 4/0.

DEPARTMENTAL AND CITY MANAGER REPORTS:

12. COVID-19 ACTIONS AND EXPENDITURES REPORT – Receive a report on recent actions and expenditures related to the city's response to the COVID-19 pandemic and provide direction as appropriate. (Staff contact: Geoff Patnoe, City Manager Department)

    City Manager's Recommendation: Receive the report and provide direction as appropriate.

    City Manager Scott Chadwick, Assistant Director of Emergency Services David Harrison, Deputy City Manager of Community Services Gary Barberio, Deputy City Manager of Public Works Paz Gomez, Police Chief Neil Gallucci, Senior Program Manager Holly Nelson, Fire Chief Michael Calderwood, Chief Innovation Officer David Graham, Communications Director

Kristina Ray, and Deputy City Manager of Administrative Services Laura Rocha presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

City Council received the report.

COUNCIL REPORTS AND COMMENTS:

Council Member Schumacher commented that she will be requesting an item be added to the July 14, 2020 agenda related to the Clean Energy Alliance.

Council Member Bhat-Patel commented that she is participating in a regional COVID-19 task force for equitable recovery.

CITY MANAGER COMMENTS:

City Manager Scott Chadwick thanked city staff who worked on the budget including Deputy City Manager of Administrative Services Laura Rocha, Finance Manager Roxanne Muhlmeister, Senior Management Analyst Erika Benitez and the rest of the Finance team. He also thanked city staff for their work during the COVID-19 pandemic.

CITY ATTORNEY COMMENTS: None.

CITY CLERK COMMENTS: None.

ANNOUNCEMENTS: None.

ADJOURNMENT:
Mayor Hall adjourned the duly noticed Meeting at 5:48 p.m.

_____
Hector Gomez
Deputy City Clerk

CITY COUNCIL
Special Meeting

Minutes

July 14, 2020, 2 p.m.

Council Chamber
1200 Carlsbad Village Drive
Carlsbad, CA 92008

CALL TO ORDER: 2 p.m.

ROLL CALL: Hall, Blackburn, Bhat-Patel, Schumacher.

PUBLIC COMMENT ON AGENDA ITEM: None.

CLOSED SESSION:
Assistant City Attorney Cindie McMahon read the Council into Closed Session.

Council adjourned into Closed Session at 2 p.m. pursuant to the following:

1. CONFERENCE WITH LABOR NEGOTIATORS: (Government Code Section 54957.6)

   CITY NEGOTIATORS: Geoff Patnoe, Assistant City Manager, Laura Rocha, Deputy City Manager, Judy Von Kalinowski, Human Resources Director, Debbie Porter, Senior Management Analyst, Darrin Schwabe, Senior Management Analyst, Erika Benitez, Senior Management Analyst, Drew Cook, Management Analyst, Silvano Rodriquez, Management Analyst and Timothy Davis, Burke, Williams & Sorenson.

   Employee Organization: CCEA and Unrepresented Management Employees

   If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative so long as the name of the agent or designee is announced at an open session

   Council Action: No reportable action.

ADJOURNMENT:
By proper motion, the Special Meeting of July 14, 2020 was adjourned at 2:30 p.m.

_____
Hector Gomez
Deputy City Clerk

CITY COUNCIL Minutes

Council Chamber
1200 Carlsbad Village Drive
Carlsbad, CA 92008

July 14, 2020 3 p.m.

CALL TO ORDER: 3 p.m.

ROLL CALL: Hall, Blackburn, Bhat-Patel, Schumacher.

ANNOUNCEMENT OF CONCURRENT MEETINGS: Mayor Hall announced that the City Council was serving as the Carlsbad Municipal Water District Board of Directors on Consent Calendar Item No. 11.

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Blackburn led the Pledge of Allegiance.

INVOCATION: None.

APPROVAL OF MINUTES:
Minutes of the Special Meeting held June 2, 2020
Minutes of the Special Meeting held June 4, 2020

Motion by Mayor Pro-Tem Blackburn, seconded by Council Member Bhat-Patel, to approve the minutes as presented. Motion carried unanimously, 4/0.

PRESENTATIONS:
Proclamation in recognition of Parks & Recreation Month.

Mayor Pro Tem Blackburn presented the proclamation and said a few words.

PUBLIC COMMENT:
The following individual called into the City Council Meeting and voiced their comment for the record:

Mary Lucid spoke about concerns regarding Carlsbad Senior Centers. She commented on restrictive access to facilities and services for non-Carlsbad citizens.

PUBLIC REPORT OF ACTION TAKEN IN CLOSED SESSION: No reportable action.

CONSENT CALENDAR:
Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to approve Consent Calendar Item Nos. 1, 2, 4, 5, 7 through 11. Motion carried unanimously, 4/0.

1. REPORT ON CITY INVESTMENTS – Receive an update on City investments as of May 31, 2020. (Staff contact: Laura Rocha and Craig Lindholm, Administrative Services)

2. CARLSBAD TOURISM BUSINESS IMPROVEMENT DISTRICT RESOLUTION OF INTENTION – Adoption of Resolution No. 2020-134 declaring its intention to modify the assessment rate for the Carlsbad Tourism Business Improvement District, fixing the time and place of a public meeting and public hearing on the modification and giving notice of the public meeting and public hearing. (Staff contact: Cheryl Gerhardt, Administrative Services)

This item was pulled for discussion by Mayor Hall

3. REVISIONS TO THE PART-TIME SALARY SCHEDULE AND PAY INCREASES FOR PART-TIME EMPLOYEES – Adoption of a resolution approving revisions to the City of Carlsbad Part-Time Salary Schedule and approving pay increases for part-time employees. (Staff contact: Judy von Kalinowski and Silvano Rodriguez, Administrative Services)

4. PURCHASE OF EXCESS WORKERS' COMPENSATION COVERAGE – Adoption of Resolution No. 2020-135 approving the purchase of excess workers' compensation coverage through Safety National Casualty Corporation for fiscal year 2020-21 in an amount not to exceed $226,170. (Staff contact: Donna Hernandez, Administrative Services)

5. ACCEPTANCE OF DONATION FROM THE CARLSBAD FRIENDS OF THE LIBRARY – Adoption of Resolution No. 2020-136 accepting a fiscal year 2020-21 donation of $88,200 and a pledge of $36,575 in additional support from the Friends of the Carlsbad Library to the City of Carlsbad Library & Cultural Arts Department. (Staff contact: Suzanne Smithson, Library & Cultural Arts)

This item was pulled for discussion by Council Member Schumacher

6. FISCAL YEARS 2020-25 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE FOR THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – Adoption of a resolution approving the fiscal years 2020-25 analysis of impediments to Fair Housing Choice for the City's Community Development Block Grant Program. (Staff contact: Nancy Melander, Community Development)

7. APPROVAL OF AGREEMENT WITH CENTRALSQUARE TECHNOLOGIES, LLC – Adoption of Resolution No. 2020-138 authorizing the city manager to execute an agreement to license the latest version of city's existing financial system, provide professional services to upgrade the financial system and provide ongoing hosting services from CentralSquare Technologies, LLC for a total not to exceed amount of $492,004 for a three-year period. (Staff contact: Maria Callander and Kevin Branca, Administrative Services)

8. ADVERTISE FOR BIDS FOR THE EL CAMINO REAL AND COLLEGE BOULEVARD INTERSECTION IMPROVEMENTS PROJECT – Adoption of Resolution No. 2020-139 approving plans and specifications and authorizing the city clerk to advertise for bids for the El Camino Real and College Boulevard Intersection Improvements, Capital Improvement Program Project No. 6071. (Staff contact: Brandon Miles, Public Works)

9. AMENDMENT TO AGREEMENT WITH MIKHAIL OGAWA ENGINEERING, INC. – Adoption of Resolution No. 2020-140 authorizing Amendment No. 1 to the agreement with Mikhail Ogawa Engineering, Inc., to provide professional services for the Carlsbad Watershed

Management Area (CWMA) Program in an amount of $131,372. (Staff contact: James Wood, Public Works)

10. AGREEMENT WITH THE REGIONAL SOLID WASTE ASSOCIATION – Adoption of Resolution No. 2020-141 authorizing the city manager to execute an agreement with the Regional Solid Waste Association (RSWA) for residential household hazardous waste collection program services for a five-year term. (Staff contact: Avecita Jones, Public Works)

11. MASTER PURCHASE AGREEMENTS WITH ONESOURCE DISTRIBUTORS – Adoption of City Council Resolution No. 2020-142 authorizing execution of a five-year Master Purchase Agreement with OneSource Distributors for Supervisory Control and Data Acquisition (SCADA) Programmable Logic Controller equipment as part of Capital Improvement Program Project No. 5542-1 in an amount not to exceed $150,000; and,
Adoption of CMWD Resolution No. 1642 authorizing execution of a five-year Master Purchase Agreement with OneSource Distributors for Supervisory Control and Data Acquisition (SCADA) Programmable Logic Controller equipment as part of Capital Improvement Program Project No. 5542-2 and 5542-3, in an amount not to exceed $400,000. (Staff contact: Stephanie Harrison, Public Works)

CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION:

This item was pulled for discussion by Mayor Hall

3. REVISIONS TO THE PART-TIME SALARY SCHEDULE AND PAY INCREASES FOR PART-TIME EMPLOYEES – Adoption of a resolution approving revisions to the City of Carlsbad Part-Time Salary Schedule and approving pay increases for part-time employees. (Staff contact: Judy von Kalinowski and Silvano Rodriguez, Administrative Services)

In response to an inquiry by Mayor Hall, Management Analyst Silvano Rodriguez confirmed that the three percent increase was not required by state or federal law.

Mayor Hall explained that the reason he is making note of this is because of the current state of unemployment in the city, state and the nation and with unemployment locally running as high as 25%, he doesn't feel it is appropriate for the government to be giving percent increases at this time.

In response to an inquiry by Mayor Pro Tem Blackburn, Management Analyst Silvano Rodriguez confirmed that the part-time employees do not receive medical benefits and only receive an APPLE retirement plan which is a 457-retirement account to which the city contributes to at 3.75%.

In response to an inquiry by Mayor Pro Tem Blackburn, Management Analyst Silvano Rodriguez commented that the part-time employees do not receive PERS benefits, but there are 35, 500-hour employees that are receiving PERS benefits.

Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to adopt the resolution. Motion failed, 2/2 (Hall, Schumacher – No).

Minute Motion by Mayor Hall, seconded by Mayor Pro Tem Blackburn, to have the item brought back to the City Council if Carlsbad local unemployment numbers drop below 10% for three consecutive months.

Council Member Schumacher commented that she would prefer to see traditional unemployment numbers and hear the pros and cons of the item at a future City Council meeting.

Mayor Hall and Mayor Pro Tem Blackburn withdrew their minute motion.

Mayor Hall commented that he would like the City Manager to place the item on a future City Council meeting agenda.

This item was pulled for discussion by Council Member Schumacher

6. FISCAL YEARS 2020-25 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE FOR THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – Adoption of Resolution No. 2020-137 approving the fiscal years 2020-25 analysis of impediments to Fair Housing Choice for the City's Community Development Block Grant Program. (Staff contact: Nancy Melander, Community Development)

Council Member Schumacher commented that she would not be supporting the item because she felt there was inadequate analysis conducted on the impediments that are being described to fair housing specific to Carlsbad. She added that the associated actions do not go far enough to remedy the impediments.

Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to adopt Resolution 2020-137. Motion carried, 3/1 (Schumacher – No).

ORDINANCES FOR INTRODUCTION:

12. INTRODUCTION OF AN ORDINANCE TO DECREASE THE SPEED LIMIT ON AVENIDA ENCINAS FROM CANNON ROAD TO PALOMAR AIRPORT ROAD – Introduction of Ordinance CS-378 amending Carlsbad Municipal Code Section 10.44.280 to decrease the speed limit on Avenida Encinas from Cannon Road to Palomar Airport Road to 35 miles per hour. (Staff contact: John Kim, Public Works)

City Manager's Recommendation: Introduce the ordinance.

City Attorney Celia Brewer titled the Ordinance.

Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to introduce Ordinance CS-378. Motion carried unanimously, 4/0.

ORDINANCES FOR ADOPTION: None.

PUBLIC HEARINGS:

13. LIGHTING AND LANDSCAPING DISTRICT NO. 1 – Hold a public hearing and adopt Resolution 2020-143 confirming the diagram and assessment and providing for the levy of the annual assessment for fiscal year 2020-21 for Street Lighting and Landscaping District No. 1, a special assessment district. (Staff contact: Jason Rosado, Administrative Services).

    City Manager's Recommendation: Take public input, close the public hearing and adopt the resolution.

    Assistant Finance Director Ryan Green and Assistant to the Treasurer Jason Rosado presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

    Mayor Hall opened the duly noticed Public Hearing at 3:18 p.m.

    Hearing no one wishing to speak, Mayor Hall closed the duly noticed Public Hearing at 3:18 p.m.

    Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to adopt Resolution No. 2020-143. Motion carried unanimously, 4/0.

14. LIGHTING AND LANDSCAPING DISTRICT NO. 2 – Hold a public hearing and adopt Resolution 2020-144 confirming the diagram and assessment and providing for the levy of the annual assessment for fiscal year 2020-21 for Street Lighting and Landscaping District No. 2, a special assessment district. (Staff contact: Jason Rosado, Administrative Services).

    City Manager's Recommendation: Take public input, close the public hearing and adopt the resolution.

    Assistant Finance Director Ryan Green and Assistant to the Treasurer Jason Rosado presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

    Mayor Hall opened the duly noticed Public Hearing at 3:19 p.m.

    Hearing no one wishing to speak, Mayor Hall closed the duly noticed Public Hearing at 3:19 p.m.

    Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to adopt Resolution No. 2020-144. Motion carried unanimously, 4/0.

DEPARTMENTAL AND CITY MANAGER REPORTS:

15. COVID-19 ACTIONS AND EXPENDITURES REPORT – Receive a report on recent actions and expenditures related to the city's response to the COVID-19 pandemic and provide direction as appropriate. (Staff contact: Geoff Patnoe, City Manager Department)

    City Manager's Recommendation: Receive the report and provide direction as appropriate.

    City Manager Scott Chadwick, Assistant Director of Emergency Services David Harrison, Deputy City Manager of Community Services Gary Barberio, Police Chief Neil Gallucci, Senior Program Manager Holly Nelson, Fire Chief Michael Calderwood, and Deputy City Manager of Administrative Services Laura Rocha presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

    City Council received the report.

16. $2,250,000 GUARANTY FOR THE CLEAN ENERGY ALLIANCE AND FINANCING OPTIONS – Receive a report and 1) Consider adoption of a resolution authorizing the City of Carlsbad to provide up to a $2,250,000 guaranty for a $2,500,000 credit option for Clean Energy Alliance as proposed by River City Bank or a third party approved by the alliance board; and
    Authorizing the city manager to act on behalf of the city, in consultation with the city attorney, to negotiate and execute all agreements and amendments necessary for the guaranty; and
    2) Consider directing staff to develop and present an alternative credit option to fund the Clean Energy Alliance's fiscal year 2020-21 budget with a $4,450,000 loan from the city's General Fund, in consultation with the city attorney and city treasurer. (Staff contact: Jason Haber, City Manager Department)

    City Manager's Recommendation: Receive the report, adopt the resolution and provide direction as appropriate.

    Deputy City Manager of Administrative Services Laura Rocha and Intergovernmental Affairs Director Jason Haber presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

    Mayor Pro Tem Blackburn asked staff if the Joint Powers Association (JPA) has the authority to take out loans and if the City Council does not decide to approve this item can the JPA then take out the JP Morgan loan?

    In response to the inquiry by Mayor Pro Tem Blackburn, Intergovernmental Affairs Director Jason Haber responded that the City Council could reject the item and has no obligation to offer an alternative finance solution to the JPA. He further added that the JPA is within its power and duties to take measures to secure the JP Morgan loan.

Mayor Pro Tem Blackburn asked staff if it was accurate that SDGE is removing itself from the energy procurement business.

In response to the inquiry by Mayor Pro Tem Blackburn, Intergovernmental Affairs Director Jason Haber responded that it is true and that is SDGE's position.

Mayor Pro Tem Blackburn commented to staff that if City Council approves the item, it should be done in house with a lot of contingencies and conditions and be approved by the City Attorney and City Treasurer.

Intergovernmental Affairs Director Jason Haber explained that the Option No. 2 recommendation is to work with the City Attorney and City Treasurer to develop a concept of an alternative credit option for the JPA. He added that this is not an authorization to provide any financing at this point. He further commented that it is a direction to staff to work on something to offer to the JPA.

Council Member Schumacher asked if Mayor Pro Tem Blackburn would be willing to support both Option No. 1 and Option No. 2

Mayor Pro Tem Blackburn responded that he would only support Option No. 2 because if guarantees are going to be made then he rather the profit be made by the city than a bank, and there would be more control of the money and conditions.

Deputy City Manager of Administrative Services Laura Rocha commented that staff would bring back the detailed terms of the loan and bring back a resolution to appropriate the funds out of the reserves because this would be an appropriation of funds and not identified as an investment of funds.

Council Member Schumacher commented that the use of public funds for public benefit could be beneficial in the midst of the COVID-19 pandemic as it could help businesses and the local economy and make it more likely that the JPA would be able to offer discounts to ratepayers faster than the other options of River City Bank and JP Morgan. She further added that Carlsbad ratepayers and businesses want and need those discounts right now and those are fixed costs that the JPA can help with.

Mayor Hall expressed his concerns about the 2% guarantee number and if we can make that and that more information is needed.

Council Member Schumacher commented that she is sure that it is something they can get to and at the worse, the launch date could change from a May 2021 date to an October 2021 date.

Intergovernmental Affairs Director Jason Haber commented that it remains the JPA preference to launch in May 2021 and it is not preferable to see a delay in the launch.

City Treasurer Craig Lindholm asked staff if the September date remains a hard date for funding required for the September installment or if it could be moved out with other timelines.

In response to the inquiry by City Treasurer Craig Lindholm, Intergovernmental Affairs Director Jason Haber explained that the JPA does have an overhead cost need that will come in October of this year.

Mayor Hall commented that he still doesn't feel, nor does he think that the public have the sure certainty about this item. He commented that there has been no outreach to the community, and if it was important, then it should have been part of the annual budget process.

Council Member Schumacher explained that at that time, the River City Bank and JP Morgan options were not available, and the City Council is considering this option now because it would allow for control over the conditions of the loan which City Council has been considering this type of financing since last year. She further commented that the option before the City Council tonight is to bring back the financing conditions that will then be able to detail to the public and add transparency to what the conditions are. She also added that at this point there was no detail because the City Council needed to be asked if they were interested in controlling the financing of the project.

Mayor Pro Tem Blackburn commented that the City Council not deciding about whether the JPA is going to go forward. He explained that the City Council is deciding whether it is going to go forward with a River City loan, a JP Morgan loan or a City of Carlsbad financing option. He further explained that if the City Council says no to everything, then the JPA goes forward with a more expensive loan. He asked staff if the City Council voted yes on this tonight, if it was just to ask for more information to be brought back.

In response to an inquiry from Mayor Pro Tem Blackburn, Intergovernmental Affairs Director Jason Haber commented that he was correct and the City Council would be instructing staff to collaborate and come up with a financing proposal for City Council's consideration.

City Manager Scott Chadwick commented that Option No. 2 does include consultation with the City Attorney and the City Treasurer. He also commented that they would likely receive outside attorney advice as well to make sure all terms are correct.

Motion by Mayor Pro Tem Blackburn, seconded by Council Member Schumacher to receive the report and select Option 2 directing staff to develop and present an alternative option to fund the Clean Energy Alliance's fiscal year 2020-21 budget with a $4,450,000 loan from the

city's General Fund, in consultation with the City Attorney and City Treasurer. Motion carried, 3/1 (Hall – No).

RECESS:
Mayor Hall declared a recess at 5:08 p.m.

Mayor Hall reconvened the meeting at 5:15 p.m.

17. AMENDMENT NO. 1 TO THE CLIMATE ACTION PLAN – Adoption of Resolution No. 2020-146 approving an amendment to the Climate Action Plan to revise the greenhouse gas inventory and reduction targets and forecast, update reductions from existing measures and incorporate Community Choice Energy as a new reduction measure. (Staff contact: Michael Grim, Pubic Works)

    City Manager's Recommendation: Adopt the resolution.

    Climate Action Plan Administrator Mike Grim presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

    The following individual called into the City Council Meeting and voiced their comment for the record:

    Galena Robertson spoke in support of the amendment. She also urged the City Council to consider a comprehensive CAP update in the next year to align the CAP with what science shows is necessary to secure a safe future.

    Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to adopt Resolution No. 2020-146. Motion carried unanimously, 4/0.

18. CITY COUNCIL COMPENSATION AND BALLOT MEASURE DISCUSSION – 1) Discuss and provide direction on placing a ballot measure on the Nov. 3, 2020, General Municipal Election ballot relating to City Council compensation; and
    2) Discuss and provide direction on City Council compensation adjustments for 2019 and 2020. (Staff contact: Cindie McMahon, City Attorney Department and Sheila Cobian, City Clerk Services)

    City Manager's Recommendation: Receive the report and provide direction to staff.

    Mayor Pro Tem Blackburn commented that the original reason this item is being discussed is because it is very difficult for the City Council to decide their own pay raises and the committee at that time came up with the idea that the City Council pay raises should be based on the San Diego Consumer Price Index and when the economy flattened they then made the decision to waive City Council pay raises since City employees were not receiving any either. He further commented that the committee then decided the City Council could waive their

pay raises. He added that he is not sure on the item since the City Council decided to not increase the salaries of part-time employees earlier in this agenda.

Council Member Bhat-Patel commented that she would support the first action, but for the second action, she would likely want to waive the adjustment.

Council Member Schumacher commented that she would waive the City Council compensation increase this time around.

Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to direct staff to bring back documents that would place a ballot measure on the Nov. 3, 2020, General Municipal Election ballot relating to City Council compensation and to bring back documents that would waive the City Council compensation adjustments for 2019 and 2020. Motion carried unanimously, 4/0.

COUNCIL REPORTS AND COMMENTS:

Council Member Schumacher commented that there could potentially be administrative enforcement options regarding face masks that City Council has not yet explored to protect our residents especially with tourists coming in, hotels remaining open and people enjoying the beaches.

Minute Motion by Council Member Schumacher, seconded by Council Member Bhat-Patel, to direct staff to place on a future agenda item an administrative enforcement option for requiring the wearing of masks in public. Motion carried, 3/1. (Hall – No)

Mayor Pro Tem Blackburn commented that the City Council gets a lot of concern about park deficits in the Ponto area and there is a lot of questions about particular parcels in that area. He added that there is a lot of inconsistent information coming from a lot of conflicting sources and he would like to ask staff to provide information regarding planning, master plan, public vote requirements and other important information regarding the Ponto area.

Minute Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to direct staff to place on a future agenda item at a City Council Workshop information regarding the coastal Ponto property that includes the planning, master plan, public vote requirements and any other important information. Motion carried unanimously, 4/0.

CITY MANAGER COMMENTS: None.

CITY ATTORNEY COMMENTS: None.

CITY CLERK COMMENTS: None.

ANNOUNCEMENTS: None.

ADJOURNMENT:

Mayor Hall adjourned the duly noticed Meeting at 6:07 p.m. in memory of David Kulchin.

_____

Hector Gomez
Deputy City Clerk

CITY COUNCIL Minutes

Council Chamber
1200 Carlsbad Village Drive
Carlsbad, CA 92008

July 21, 2020, 3 p.m.

CALL TO ORDER: 3 p.m.

ROLL CALL: Hall, Blackburn, Bhat-Patel, Schumacher.

ANNOUNCEMENT OF CONCURRENT MEETINGS: None.

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Blackburn led the Pledge of Allegiance.

PUBLIC REPORT OF ACTION TAKEN IN CLOSED SESSION: No reportable action.

INVOCATION: None.

APPROVAL OF MINUTES:
Minutes of the Regular Meeting held June 9, 2020.

Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to approve the minutes as presented. Motion carried unanimously, 4/0.

PRESENTATIONS:
Presentation of Kids for Peace Video.

Mayor Hall thanked Jill McManigal, Co-Founder and Executive Director of Kids for Peace for the efforts of the program.

PUBLIC COMMENT:
The following individuals called into the City Council Meeting and shared their comments for the record:

Shirley Anderson expressed her concerns related to Palomar Airport.

Christine Davis, representing the Carlsbad Village Association, thanked city staff for their efforts to support businesses during the pandemic.

CONSENT CALENDAR:

Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to approve Consent Calendar Item Nos. 1, 2, and 4. Motion carried unanimously, 4/0.

1. APPROVAL OF AGREEMENT WITH INFOSEND, INC. FOR UTILITY BILL PRINT AND MAIL SERVICE – Adoption of Resolution No. 2020-147 authorizing the city manager, or a designee, to enter into an agreement with InfoSend, Inc. for Utility Bill Print and Mail

Services in an amount not to exceed $480,000 for an initial three-year term and not to exceed $170,000 per agreement year for optional term extensions. (Staff contact: Cheryl Gerhardt, Administrative Services)

2. ACQUISITION OF 7018 FORSTERS TERN DRIVE – Adoption of Resolution No. 2020-148 authorizing the city manager to execute all required documents to complete the acquisition of 7018 Forsters Tern Drive, Carlsbad, California, an affordable housing resale unit, expending Community Development Block Grant funds in the amount of $340,000. (Staff contact: David de Cordova, Community Development)

Item No. 3 was pulled for discussion by Council Member Schumacher.

3. APPROVAL OF TRAFFIC CALMING PLANS FOR ORIOLE COURT, MIMOSA DRIVE, MOORHEN PLACE AND DOVE LANE – Adoption of a resolution approving the traffic calming plans for Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane, Capital Improvement Program Project No. 6070, per the Carlsbad Residential Traffic Management Program. (Staff contact: John Kim, Public Works)

4. APPROVAL OF CALIFORNIA GREEN BUSINESS NETWORK SERVICES AGREEMENT – Adoption of Resolution No. 2020-150 authorizing execution of the California Green Business Network Services Agreement for fiscal year 2020-21, acceptance of grant funds, appropriation of grant funds to the environmental management department budget and authorizing the city manager or designee to sign additional agreements for up to four subsequent fiscal years. (Staff contact: Michael Grim, Public Works)

CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION:

Item No. 3 was pulled for discussion by Council Member Schumacher.

3. APPROVAL OF TRAFFIC CALMING PLANS FOR ORIOLE COURT, MIMOSA DRIVE, MOORHEN PLACE AND DOVE LANE – Adoption of Resolution No. 2020-149 approving the traffic calming plans for Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane, Capital Improvement Program Project No. 6070, per the Carlsbad Residential Traffic Management Program. (Staff contact: John Kim, Public Works)

   Council Member Schumacher acknowledged the collaborative community efforts regarding the project.

   Motion by Council Member Schumacher, seconded by Council Member Bhat-Patel, to approve Consent Calendar Item No. 3. Motion carried unanimously, 4/0.

ORDINANCES FOR INTRODUCTION: None.

ORDINANCE FOR ADOPTION:

5. ADOPTION OF ORDINANCE NO. CS-378 TO DECREASE SPEED LIMIT ON AVENIDA ENCINAS FROM CANNON ROAD TO PALOMAR AIRPORT ROAD – Adoption of Ordinance No. CS-378 amending Carlsbad Municipal Code Section 10.44.280 to decrease the speed limit on Avenida Encinas from Cannon Road to Palomar Airport

Road to 35 miles per hour. (Staff contact: Faviola Medina, City Clerk Services)

City Manager's Recommendation: Adopt Ordinance No. CS-378.

City Attorney Celia Brewer titled the ordinance.

Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to adopt Ordinance No. CS-378. Motion carried unanimously, 4/0.

PUBLIC HEARINGS: None.

DEPARTMENTAL AND CITY MANAGER REPORTS:

6. APPROVAL OF AGREEMENT WITH LOGICALIS, INC. FOR A UNIFIED COMMUNICATION AND COLLABORATION SYSTEM – Adoption of Resolution No. 2020-151 authorizing the city manager to execute an agreement to purchase a Unified Communication System, implementation services and associated items from Logicalis, Inc. for a total not to exceed amount of $1,223,302 for a three-year period. (Staff contact: Maria Callander and Joe Stephenson, Administrative Services)

   City Manager's Recommendation: Adopt the resolution.

   Information Technology Director Maria Callander and Information Technology Manager Joe Stephenson presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

   In response to an inquiry from Mayor Hall, Manager Stephenson explained the system capabilities to integrate with software applications, including Zoom and Microsoft Teams, for video calls and other tasks.

   Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to adopt Resolution No. 2020-151. Motion carried unanimously, 4/0.

7. AMERICANS WITH DISABILITIES ACT BEACH ACCESS FEASIBILITY STUDY AND TRAIL CONNECTIVITY TO TAMARACK STATE BEACH FEASIBILITY STUDY – Adoption of a resolution accepting the Americans with Disabilities Act Beach Access Feasibility Study and the Trail Connectivity to Tamarack State Beach Feasibility Study, including the corresponding concept plans, and directing staff to prepare a request for proposals to pursue the environmental review, agency permitting, engineering and construction documentation phases of the projects. (Staff contact: Kyle Lancaster, Parks & Recreation and Nathan Schmidt, Public Works)

   City Manager's Recommendation: Adopt the resolution.

Parks & Recreation Director Kyle Lancaster, Transportation Planning & Mobility Manager Nathan Schmidt, and Chen Ryan Principal Matt Capuzzi presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

The following individual emailed their comment for the record and is on file the Office of the City Clerk: *Steve Linke.*

In response to an inquiry from Council Member Schumacher, Director Lancaster explained the projects were not recommended as priorities from the ad hoc advisory committee formed for the Prop C open space and trail acquisition committee. He further explained Prop C monies are proposed to be designated for the trail connectivity project and shared other details about the project including length, lighting, and closures for safety purposes.

In response to an inquiry from Council Member Schumacher, Principal Capuzzi explained the berm seawall. Director Lancaster commented that the Coastal Commission weighed in and provided comments for both projects and did not appear to be concerned with the berm.

In response to an inquiry from Council Member Schumacher, Director Lancaster explained an at-grade crossing is being considered with the Tamarack Intersection Improvements project.

In response to an inquiry from Mayor Hall, Director Lancaster explained preliminary conversations were held with the state, however, due to limited funding, the local state staff explained their priority was focused on updating the restrooms at Tamarack to be ADA compliant and not these projects. He also explained staff's intent to renew and lengthen the extension of the operating agreement with the state.

In response to an inquiry from Mayor Pro Tem Blackburn, Director Lancaster explained a more detailed tunnel maintenance plan will be presented at a future phase update if the projects are approved.

Council Member Schumacher requested from City Council to bifurcate the item. She stated she is willing to support the forward movement of the ramps at Pine Avenue and at Tamarack Avenue, but is currently uncomfortable with supporting the tunnel option for the following reasons: there's a safety component and the cost of the item when an at-grade crossing can be done that would be less long-term maintenance and less cost and would meet the goals of connectivity. She stated she's also very concerned with the impacts of sea level rise and storm events on the tunnel.

In response to an inquiry from Mayor Pro Tem Blackburn, Director Lancaster explained the traffic safety concerns for an at-grade option. He explained there was not yet a cost estimate for the at-grade option, however, costs for past projects north of the site can be used. He added the approval of the item tonight would lead into the next phase of the

project including developing environmental review and construction documents for City Council's approval before going out to bid.

Council Member Schumacher commented she thinks we should be clear about the detailed costs of pursuing the tunnel option.

In response to an inquiry from Mayor Hall, City Attorney Brewer explained she believed the study could be accepted and that City Council could approve moving forward with only one project, however, a new resolution may be presented reflecting that decision at the next meeting as a consent calendar item to ensure accuracy.

Minute Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, accepting only the Americans with Disabilities Act Beach Access Feasibility Study, including the corresponding concept plans, and directing staff to prepare a request for proposals to pursue the environmental review, agency permitting, engineering and construction documentation phases of the projects. Motion carried unanimously, 4/0.

In response to an inquiry from City Manager Chadwick, City Council members confirmed they would like a memo prepared and returned that compares the Trail Connectivity option to the at-grade crossing option.

RECESS:
Mayor Hall declared a recess at 4:21 p.m.

Mayor Hall reconvened the meeting at 4:28 p.m.

This item was heard before Item No. 8

9. PRESENTATION FROM THE SAN DIEGO ASSOCIATION OF GOVERNMENTS ON THE CARLSBAD VILLAGE AND BARRIO RAILROAD TRENCH ALTERNATIVES – Receive an informational presentation from the San Diego Association of Governments on the status of an analysis of the short trench and long trench alternatives for moving the railroad tracks below street level in the city's Village and Barrio areas. (Staff contact: Hossein Ajideh, Public Works)

City Manager's Recommendation: Receive the presentation.

Mayor Hall recused himself from participating in the discussion of this item at 4:28 p.m. due to a potential conflict of interest.

Engineering Manager Hossein Ajideh and San Diego Association of Governments (SANDAG) Principal Planner Linda Culp presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

The following individuals emailed their comments and questions for the record and are on file the Office of the City Clerk: *Mike Curtin; Richard Hadly; Cody Cullen; JoyLynn*

Murray; Lori Parks; Bradford Jacobs; Peter Taylor; Bob Sukup; Ali Pendleton; Pete Penseyres; Larry Weinbergerj; Alicia Lafferty; Lin Ball.

In response to an inquiry from Council Member Bhat-Patel, SANDAG Principal Planner Culp explained that they have been searching for grant funding opportunities. Manager Ajideh confirmed the city's efforts in researching these as well. SANDAG Principal Planner Culp also explained the anticipated timeline, quiet zones, and parking lot closures to accommodate the temporary track.

In response to an inquiry from Council Member Schumacher, SANDAG Principal Planner Culp explained there are opportunities to exclude the vehicle over cross in the long trench option and about the feedback they had previously received from the community about this. She also explained the efforts in working with the three residential properties identified that will be displaced by the project.

In response to an inquiry from Mayor Pro Tem Blackburn, SANDAG Principal Planner Culp explained there would be a cost saving difference if NCTD were to change the 26 foot trench depth requirement to 24 feet.

Mayor Hall returned to the meeting at 4:53 p.m.

8. SEMIANNUAL TRANSPORTATION REPORT – Receive a semiannual transportation report. (Staff contact: Tom Frank, Public Works)

City Manager's Recommendation: Receive the report.

Transportation Director Tom Frank, Engineering Manager Hossein Ajideh, City Traffic Engineer John Kim, and Traffic & Mobility Commissioner Chuck Hunter presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

In response to an inquiry from Mayor Hall, Manager Ajideh explained an estimated timeline for the challenge on Merwin Drive to be addressed. Mayor Hall requested staff to be in contact and communication with the HOA and residents in the area. Director Frank explained an estimated timeline for traffic signalization to be completed. City Manager Chadwick commented that while the traffic signalization portion of the project may be completed soon, other factors still need to be considered including volume, timing, and travel periods.

In response to an inquiry from Mayor Hall, Director Frank explained staff have been in communication with Caltrans to synchronize with their intersections and traffic signals. City Traffic Engineer Kim explained he would contact SANDAG Traffic Engineering Council to inquire about the Regional Arterial Management system implementation timeframe.

Council received the report.

This item was heard before Item No. 8

9. PRESENTATION FROM THE SAN DIEGO ASSOCIATION OF GOVERNMENTS ON THE CARLSBAD VILLAGE AND BARRIO RAILROAD TRENCH ALTERNATIVES – Receive an informational presentation from the San Diego Association of Governments on the status of an analysis of the short trench and long trench alternatives for moving the railroad tracks below street level in the city's Village and Barrio areas. (Staff contact: Hossein Ajideh, Public Works)

   City Manager's Recommendation: Receive the presentation.

10. APPOINT THREE MEMBERS TO THE BEACH PRESERVATION COMMISSION – Adoption of Resolution Nos. 2020-152, 2020-153, and 2020-154 appointing three members to the Beach Preservation Commission. (Staff contact: Tammy McMinn, City Clerk Services)

    City Manager's Recommendation: Adopt the resolutions.

    The following individual called into the City Council Meeting and shared their comment for the record:

    Kathleen Steindlberger commented her interest in being appointed.

    Mayor Hall recommended the City Council consider appointing Kathleen Steindlberger, Chris Woosley, and Marcelo Kim.

    Motion by Mayor Hall, seconded by Mayor Pro-Tem Blackburn, to adopt Resolution No. 2020-152 appointing Marcelo Yusson Kim to the Beach Preservation Commission. Motion carried unanimously, 4/0.

    Motion by Mayor Hall, seconded by Mayor Pro-Tem Blackburn, to adopt Resolution No. 2020-153 re-appointing Kathleen Steindlberger to the Beach Preservation Commission. Motion carried unanimously, 4/0.

    Motion by Mayor Hall, seconded by Mayor Pro-Tem Blackburn, to adopt Resolution No. 2020-154 appointing Chris Woolsey to the Beach Preservation Commission. Motion carried unanimously, 4/0.

11. APPOINT TWO MEMBERS TO THE LIBRARY BOARD OF TRUSTEES – Adoption of Resolution Nos. 2020-155 and 2020-156 appointing two members to the Library Board of Trustees. (Staff contact: Tammy McMinn, City Clerk Services)

    City Manager's Recommendation: Adopt the resolutions.

    The following individual emailed their comment for the record and is on file the Office of the City Clerk: *Gina Payne McBride.*

Mayor Hall recommended the City Council consider appointing Sherman DeForest and Gina Payne McBride.

Motion by Mayor Hall, seconded by Mayor Pro-Tem Blackburn, to adopt Resolution No. 2020-155 re-appointing Sherman DeForest to the Library Board of Trustees. Motion carried unanimously, 4/0.

Motion by Mayor Hall, seconded by Mayor Pro-Tem Blackburn, to adopt Resolution No. 2020-156 re-appointing Gina McBride to the Library Board of Trustees. Motion carried unanimously, 4/0.

COUNCIL REPORTS AND COMMENTS:
Council Member Bhat-Patel dedicated the meeting in memory of Hallie Shea.

Mayor Hall commented he would like for City Council to have a conversation to determine and direct staff to understand what the most important issues are for them to be focused on in an effort to decrease items being presented to them late in the day. He directed City Manager Chadwick to find a time to schedule this.

PUBLIC COMMENTS CONTINUED:

The following individual called into the City Council Meeting and shared their comment for the record:

Pierre Cochet-Weinandt expressed his concerns related to the enforcement of safety measures when businesses reopened during the pandemic.

CITY MANAGER COMMENTS: None.

CITY ATTORNEY COMMENTS: None.

CITY CLERK COMMENTS: None.

ANNOUNCEMENTS: None.

ADJOURNMENT: Mayor Hall adjourned the duly noticed meeting at 5:33 p.m.

_____
Mia De Marzo
Deputy City Clerk

CITY COUNCIL
Special Meeting

Minutes

July 28, 2020, 1:30 p.m.

Council Chamber
1200 Carlsbad Village Drive
Carlsbad, CA 92008

CALL TO ORDER: 1:30 p.m.

ROLL CALL: Hall, Blackburn, Bhat-Patel, Schumacher.

PUBLIC COMMENT ON AGENDA ITEM: None.

CLOSED SESSION:

City Attorney Celia Brewer read the City Council into Closed Session.

Council adjourned into Closed Session at 1:30 p.m. pursuant to the following:

1. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6

   City Negotiators: Geoff Patnoe, Assistant City Manager, Laura Rocha, Deputy City Manager, Judy Von Kalinowski, Human Resources Director, Debbie Porter, Senior Management Analyst, Darrin Schwabe, Senior Management Analyst, Erika Benitez, Senior Management Analyst, Drew Cook, Management Analyst and Timothy Davis, Burk, Williams & Sorenson.

   Employee Organization: CCEA

   If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative so long as the name of the agent or designee is announced at an open session held prior to the closed session.

   Council Action: No reportable action.

2. CONFERENCE WITH LEGAL COUNSEL REGARDING ANTICIPATED LITIGATION

   That the City Council, by motion, authorize a closed session regarding significant exposure to litigation of one case, pursuant to Government Code Section 54956.9(d)(2).

   Council Action: No reportable action.

ADJOURNMENT:
By proper motion, the Special Meeting of July 28, 2020 was adjourned at 2:21 p.m.

_____
Tamara R. McMinn, CPMC, CMC
Senior Deputy City Clerk

CA Review RMC

JOINT CITY COUNCIL AND
CARLSBAD MUNICIPAL WATER DISTRICT

Staff Report

Meeting Date: Aug. 18, 2020

To: Mayor/President and City Council/Board

From: Scott Chadwick, City Manager/Executive Manager

Staff Contact: Babaq Taj, Engineering Manager
babaq.taj@carlsbadca.gov, 760-602-4676

Subject: Approve the Execution of Master Service Agreements for As-Needed Construction Management, Inspection and Materials Testing Services

Recommended Actions

1. Adopt a resolution approving the execution of master service agreements with the City of Carlsbad for:
   - As-needed horizontal construction management and inspection with Kleinfelder Construction Services, Inc., Infrastructure Engineering Corporation, Harris & Associates, Inc., and Valley CM Inc. dba Valley Construction Management
   - As-needed vertical construction management and inspection with SchneiderCM, Inc., Griffin Structures, Inc., Kitchell/CEM, Inc., and Anser Advisory Management, LLC dba Anser Advisory
   - As-needed materials testing services with Atlas Technical Consultants LLC, Leighton Consulting, Inc., Twining, Inc., and Barnett Quality Control Services dba NOVA Services, Inc.
2. Adopt a resolution approving the execution of master service agreements with the Carlsbad Municipal Water District for:
   - As-needed horizontal construction management and inspection with Kleinfelder Construction Services, Inc., Infrastructure Engineering Corporation, Harris & Associates, Inc., and Valley CM Inc. dba Valley Construction Management
   - As-needed vertical construction management and inspection with SchneiderCM, Inc, Griffin Structures, Inc., Kitchell/CEM, Inc., and Anser Advisory Management, LLC dba Anser Advisory
   - As-needed materials testing services with Atlas Technical Consultants LLC, Leighton Consulting, Inc., Twining, Inc. and Barnett Quality Control Services dba NOVA Services, Inc.

Executive Summary

The Public Works Branch's Construction Management & Inspection Department holds master service agreements with various consulting firms for construction management and inspection, as well as materials testing, to secure access to professional services that facilitate timely completion of departmental and Capital Improvement Program projects. To ensure that the City of Carlsbad and the Carlsbad Municipal Water District continue to receive the best possible

value for professional services from a diverse pool of consultants, the master service agreements are reviewed, revised, rebid and reevaluated every few years.

The existing set of master service agreements expire on Sept. 29, 2020. Staff is recommending approval of a new set of master service agreements for construction management and inspection and materials testing services to be effective Aug. 19, 2020, through Aug. 18, 2025, with an initial three-year agreement and two additional one-year extensions.

Discussion

The Construction Management & Inspection Department currently holds 12 master service agreements, eight for the city and four for the Carlsbad Municipal Water District, that expire on Sept. 29, 2020. The current agreements are for terms of four years, ranging in value from $300,000 to $600,000 per agreement year. Staff has reviewed projected and anticipated workloads for the next five years and recommends awarding 24 agreements, half for the city and half for the water district. These agreements would be awarded to 12 firms for an amount not to exceed $800,000 per agreement year for construction management and inspection services and an amount not to exceed $600,000 per agreement year for materials testing services. All awarded agreements contain an initial agreement term of three years, with two one-year extensions at the discretion of the city manager, for a total term of up to five years per agreement.

In preparation for these agreements expiring, staff posted a request for qualifications on the city website on April 30, 2020, and 108 registered potential bidders received electronic notifications. Statements of qualifications were accepted through June 12, 2020.

The city received 10 statements of qualifications from horizontal construction management and inspection companies, nine from those bidding on vertical construction management and inspection services and nine bidding on materials testing.

Statements of qualification were reviewed and ranked by selection committees comprised of city and water district staff. Rankings were based on a weighted scoring system using the following criteria: specialized experience, technical competence, references and past performance, capacity to accomplish work in the required time, personnel and local presence and knowledge of the local region.

Based on the ranking of the statements of qualification by the selection committees, and consistent with Carlsbad Municipal Code Section 3.28.060, staff is recommending the city and water district execute master service agreements with the selected firms for amounts listed in the table below for a term of up to five years. These amounts are for each agreement year.

Master service agreements	City's amount	District's amount
Horizontal construction management and inspection agreements		
Kleinfelder Construction Services, Inc.	$800,000	$800,000
Infrastructure Engineering Corporation	$800,000	$800,000
Harris & Associates, Inc.	$800,000	$800,000
Valley CM Inc. dba Valley Construction Management	$800,000	$800,000
Vertical construction management and inspection agreements		
SchneiderCM, Inc.	$800,000	$800,000
Griffin Structures, Inc.	$800,000	$800,000
Kitchell/CEM, Inc.	$800,000	$800,000
Anser Advisory Management, LLC dba Anser Advisory	$800,000	$800,000
Materials testing agreements		
Atlas Technical Consultants LLC (formerly SCST, Inc.)	$600,000	$600,000
Leighton Consulting, Inc.	$600,000	$600,000
Twining, Inc.	$600,000	$600,000
Barnett Quality Control Services dba NOVA Services, Inc.	$600,000	$600,000

Having agreements with four firms in each discipline allows staff to select the most qualified and available consultant staff for each individual project.

Fiscal Analysis

The actual value of each of the services provided using the master service agreements will be established by the individual project task description and fee allotments, the values of which are determined by the availability of project and program funding appropriated through the regular annual budgeting processes.

Sufficient funds are available in the adopted fiscal year 2020-21 operating budget for the first year of these agreements. Expenditures for these professional services in subsequent fiscal years are subject to the availability of City Council or water district board-approved funding in the operating and Capital Improvement Program budgets.

Next Steps

Staff will execute the master service agreements and project task description and fee allotments for specific tasks as needed with firms awarded the master service agreements in the appropriate disciplines. Each allotment will include an exhibit that defines a detailed scope of services, which corresponds to the type of work defined for each master service agreement and the total cost based on the approved hourly rates.

Payments for both construction management and inspection services as well as for materials testing on both Capital Improvement Program and private development projects will be made from actual work performed by the consultant based on the fee schedule in each agreement.

Extensions of all agreements will be at the discretion of the city manager and based on a satisfactory review of the consultant's performance, city needs and appropriation of funds.

Environmental Evaluation (CEQA)

In accordance with Public Resources Code section 21065, this action to approve execution of master service agreements does not constitute a "project" within the meaning of the California Environmental Quality Act in that it has no potential to cause either a direct physical change in the environment, or a reasonably foreseeable indirect change in the environment, and does not require environmental review.

Public Notification

Public notice of this item was posted in keeping with the Ralph M. Brown Act and it was available for public viewing and review at least 72 hours before the scheduled meeting date.

Exhibits

1. City Council resolution
2. Carlsbad Municipal Water Board resolution

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, APPROVING THE EXECUTION OF MASTER SERVICE AGREEMENTS WITH THE CITY OF CARLSBAD FOR AS-NEEDED HORIZONTAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES WITH KLEINFELDER CONSTRUCTION SERVICES, INC., INFRASTRUCTURE ENGINEERING CORPORATION, HARRIS & ASSOCIATES, INC., AND VALLEY CM INC. DBA VALLEY CONSTRUCTION MANAGEMENT; AS-NEEDED VERTICAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES WITH SCHNEIDERCM, INC., GRIFFIN STRUCTURES, INC., KITCHELL/CEM, INC., AND ANSER ADVISORY MANAGEMENT, LLC DBA ANSER ADVISORY; AND AS-NEEDED MATERIALS TESTING SERVICES WITH ATLAS TECHNICAL CONSULTANTS LLC (FORMERLY SCST, INC.), LEIGHTON CONSULTING, INC., TWINING, INC., AND BARNETT QUALITY CONTROL SERVICES DBA NOVA SERVICES, INC.

WHEREAS, the City Council of the City of Carlsbad, California has determined that construction management and inspection master service agreements requested by the Public Works Branch, Construction Management & Inspection (CM&I) Department for construction projects within the city are necessary on an ongoing, as-needed basis in order to maintain service levels; and

WHEREAS, the purchasing officer authorized competitive negotiations for these services pursuant to the Carlsbad Municipal Code Section 3.28.070; and

WHEREAS, the Public Works Branch solicited, received and reviewed responses to a Request for Qualifications for horizontal construction management and inspection services, vertical construction management and inspection services and materials testing services; and

WHEREAS, based on evaluation of the proposals received, staff recommends the city enter into agreements for horizontal construction management and inspection services with Kleinfelder Construction Services, Inc., Infrastructure Engineering Corporation, Harris & Associates, Inc., and Valley CM Inc. dba Valley Construction Management for an initial agreement term of three years with two possible one-year extensions for a total agreement term of up to five years; and

WHEREAS, based on evaluation of the proposals received, staff recommends the city enter into agreements for vertical construction management and inspection services with SchneiderCM, Inc., Griffin Structures, Inc., Kitchell/CEM, Inc., and Anser Advisory Management, LLC dba Anser Advisory for an initial agreement term of three years with two possible one-year extensions for a total agreement term of up to five years; and

WHEREAS, based on evaluation of the proposals received, staff recommends the city enter into agreements for materials testing services with Atlas Technical Consultants LLC (formerly SCST, Inc.), Leighton Consulting, Inc., Twining, Inc., and Barnett Quality Control Services dba NOVA Services, Inc. for an initial agreement term of three years with two possible one-year extensions for a total agreement term of up to five years; and

WHEREAS, staff recommends that each agreement for horizontal and vertical construction management and inspection services shall not exceed $800,000 per agreement year; and

WHEREAS, staff recommends that each agreement for materials testing services shall not exceed $600,000 per agreement year; and

WHEREAS, City Council approved sufficient funds with the fiscal year 2020-21 Operating and Capital Improvement Program (CIP) Budgets to cover the first agreement year; and

WHEREAS, expenditures for these professional services in subsequent fiscal years are subject to availability of City Council-approved funding from the Public Works Operating Budget and the city's CIP.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows that:

1. The above recitations are true and correct.
2. The mayor or designee is hereby authorized and directed to execute the master service agreements for horizontal construction management and inspection services, attached hereto, with Kleinfelder Construction Services, Inc. (Attachment A.1), Infrastructure Engineering Corporation (Attachment A.2), Harris & Associates, Inc. (Attachment A.3), and Valley CM Inc. dba Valley Construction Management (Attachment A.4) for an initial agreement term of three years with two possible one-year extensions for a total agreement term of up to five years.
3. The mayor or designee is hereby authorized and directed to execute the master service agreements for vertical construction management and inspection services, attached hereto, with SchneiderCM, Inc. (Attachment A.5), Griffin Structures, Inc. (Attachment A.6), Kitchell/CEM, Inc. (Attachment A.7), and Anser Advisory Management, LLC dba Anser Advisory (Attachment A.8) for an initial agreement term

of three years with two possible one-year extensions for a total agreement term of up to five years.

4. The mayor or designee is hereby authorized and directed to execute the master service agreements for materials testing services, attached hereto, with Atlas Technical Consultants LLC (Formerly SCST, Inc., Attachment A.9), Leighton Consulting, Inc. (Attachment A.10), Twining, Inc. (Attachment A.11), and Barnett Quality Control Services dba NOVA Services, Inc. (Attachment A.12) for an initial agreement term of three years with two possible one-year extensions for a total agreement term of up to five years.

5. The city manager is hereby authorized to execute amendments to extend the agreements for two additional one-year periods or parts thereof in an amount not-to-exceed $800,000 per agreement year for both horizontal and vertical construction management and inspection services, and $600,000 per agreement year for materials testing services.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the __ day of _____, 2020, by the following vote, to wit:

AYES:

NAYS:

ABSENT:

_____

MATT HALL, Mayor

_____

BARBARA ENGLESON, City Clerk

(SEAL)

MASTER AGREEMENT FOR AS-NEEDED HORIZONTAL CONSTRUCTION MANAGEMENT AND INSPECTION KLEINFELDER CONSTRUCTION SERIVCES, INC.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between the CITY OF CARLSBAD, a municipal corporation, hereinafter referred to as "City", and KLEINFELDER CONSTRUCTION SERIVCES, INC., a California corporation, hereinafter referred to as "Contractor."

RECITALS

A. City requires the professional services of a firm that is experienced in construction management and inspection for horizontal projects.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as-needed horizontal construction management & inspection.

D. Contractor has submitted a proposal to City under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The City Manager may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by City and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by the City Manager or the Division Director as authorized by the City Manager ("Director"). The City Manager or Director will give allowance for documented and substantiated unforeseeable and

unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by City inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Eight Hundred Thousand Dollars ($800,000)** per Agreement term. If the City extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2%, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, City shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for City, the City Manager or Director, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the city.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement are:

For City:		For Contractor:	
Name	Jennifer Chapman	Name	Mark Plotnikiewicz
Title	Contract Administrator	Title	Project Manager
Dept	Public Works/CM&I	Address	5761 Copley Drive, Suite 100
	CITY OF CARLSBAD		San Diego, CA 92111
Address	1635 Faraday Avenue	Phone	858-223-8480
	Carlsbad, CA 92008	Email	mplotnikiewicz@kleinfelder.com
Phone	760-602-2735		

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all four categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both

parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City at the address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the

County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

KLEINFELDER CONSTRUCTION SERIVCES, INC., a California corporation

By:

Deborah Butera
(sign here)

Deborah Butera, Secretary
(print name/title)

By:

Louis Armstrong
(sign here)

Louis Armstrong, President
(print name/title)

CITY OF CARLSBAD, a municipal corporation of the State of California

By:

Matt Hall, Mayor

ATTEST:

Barbara Engleson, City Clerk

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CITY OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, City Attorney

BY: _____
Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed horizontal construction management and inspection services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

KLIENFELDER CONSTRUCTION SERVICES 2020 BILLING RATES
CITY OF CARLSBAD
AS-NEEDED HORIZONTAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

(NON-PREVAILING WAGE)

Field Staffing Position	Straight Time ($/Hr Range)		Overtime Rate ($/HR Range)		Double Time Rate ($/HR Range)	
Project Manager	$195		$195		$195	
Safety Inspector	$145	$165	$145	$165	$145	$165
Construction Manager	$180	$195	$180	$195	$180	$195
Schedule Engineer	$130	$195	$130	$195	$130	$195
Resident Engineer	$170	$195	$170	$195	$170	$195
Senior Inspector - Non PW	$157	$167	$236	$251	$314	$334
Office Engineer	$95	$125	$95	$125	$95	$125
Structures Representative	$157	$167	$157	$167	$157	$167
Special Inspector	$150	$160	$225	$240	$300	$320

(PREVAILING WAGE)

Field Staffing Position	Straight Time		Overtime Rate ($/HR	Double Time Rate
Safety Inspector - PW	$165	$170	$248	$330
Senior Inspector - PW	$165	$170	$248	$330
Structures Inspector- PW	$165	$170	$248	$330
Special Inspector - PW	$165	$170	$248	$330

Hourly charges include provisions for normal overhead costs such as fringe benefits, insurance, clerical services, equipment, normal supplies and materials. Field personnel are equiped with work trucks, cell phone/radios, laptop computers and basic tools. All other direct costs shall be reimbursed at a rate of costs plus 10%.

Prevailing Wage rates based on California DIR SD County Determination No. SD-23-63-3-2020-1D including the two predetermined rate increases scheduled for July 1 of both 2020 and 2021.

Mileage costs for construction managers and inspectors are included in our hourly rate, and we will not be billing separately for mileage expenses for work performed in those classifications. Also, all equipment, cell phones, laptops, insurance, and vehicle charges are included in the hourly rates as well, for all classifications.

MASTER AGREEMENT FOR AS-NEEDED HORIZONTAL CONSTRUCTION MANAGEMENT AND INSPECTION INFRASTRUCTURE ENGINEERING CORPORATION

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between the CITY OF CARLSBAD, a municipal corporation, hereinafter referred to as "City", and INFRASTRUCTURE ENGINEERING CORPORATION, a California corporation, hereinafter referred to as "Contractor."

RECITALS

A. City requires the professional services of a firm that is experienced in construction management and inspection for horizontal projects.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as-needed horizontal construction management & inspection.

D. Contractor has submitted a proposal to City under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

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2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

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unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by City inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Eight Hundred Thousand Dollars ($800,000)** per Agreement year. If the City extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2%, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, City shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for City, the City Manager or Director, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

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The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

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Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

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Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

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10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the city.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement are:

For City:		For Contractor:	
Name	Jennifer Chapman	Name	Scott Adamson
Title	Contract Administrator	Title	Project Manager
Dept	Public Works/CM&I	Address	14271 Danielson Street
	CITY OF CARLSBAD		Poway, CA 92064
Address	1635 Faraday Avenue	Phone	858-842-6979
	Carlsbad, CA 92008	Email	sadamson@iecorporation.com
Phone	760-602-2735		

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all four categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended

method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City at the address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for

a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

INFRASTRUCTURE ENGINEERING CORPORATION, a California corporation

By:

Robert Weber

(sign here)

Robert Weber, President

(print name/title)

By:

(sign here)

(print name/title)

CITY OF CARLSBAD, a municipal corporation of the State of California

By:

Matt Hall, Mayor

ATTEST:

Barbara Engleson, City Clerk

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CITY OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, City Attorney

BY: _____
Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed horizontal construction management and inspection services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

FEE SCHEDULE

MASTER AGREEMENT RATE SCHEDULE

The rates provided below are inclusive of all equipment, cell phones, laptops, insurance, vehicle charges, and mileage associated with field personnel services and will be valid through Term of Agreement.

IEC STAFF			
	NAME	TITLE	HOURLY RATE
1.	Scott Adamson, PE, QSD/P	Principal Engineer	$200.00
2.	Rob Fitzgerald/TBD	Construction Manager	$175.00
3.	TBD	Resident Engineer	$165.00
4.	TBD	Senior Construction Inspector	$155.00
5.	Nancy Cambra/TBD	Labor Compliance/Construction Administration	$115.00

SUBCONSULTANT			
	NAME/FIRM	TITLE	HOURLY RATE
1.	Rockwell Construction Services (RCS)	Electrical/SCADA Inspector	$195.00

MASTER AGREEMENT FOR AS-NEEDED HORIZONTAL CONSTRUCTION MANAGEMENT AND INSPECTION HARRIS & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between the CITY OF CARLSBAD, a municipal corporation, hereinafter referred to as "City", and HARRIS & ASSOCIATES, INC., a California corporation, hereinafter referred to as "Contractor."

RECITALS

A. City requires the professional services of a firm that is experienced in construction management and inspection for horizontal projects.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as-needed horizontal construction management & inspection.

D. Contractor has submitted a proposal to City under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The City Manager may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by City and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by the City Manager or the Division Director as authorized by the City Manager ("Director"). The City Manager or Director will give allowance for documented and substantiated unforeseeable and

unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by City inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Eight Hundred Thousand Dollars ($800,000)** per Agreement year. If the City extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2 percent, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, City shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for City, the City Manager or Director, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the city.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

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Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

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14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement are:

For City:		For Contractor:	
Name	Jennifer Chapman	Name	Mahmoud Akhavaian
Title	Contract Administrator	Title	Project Manager
Dept	Public Works/CM&I	Address	600 B Street, Suite 2000
	CITY OF CARLSBAD		San Diego, CA 92101
Address	1635 Faraday Avenue	Phone	619-236-1778
	Carlsbad, CA 92008	Email	mahmoud.akhavian@weareharris.com
Phone	760-602-2735		

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended

method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City at the address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

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21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

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23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

HARRIS & ASSOCIATES, INC., a California corporation

By:

John Kuprenas

(sign here)

John Kuprenas, Division President

(print name/title)

By:

(sign here)

(print name/title)

CITY OF CARLSBAD, a municipal corporation of the State of California

By:

Matt Hall, Mayor

ATTEST:

Barbara Engleson, City Clerk

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CITY OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, City Attorney

BY: _____
Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed horizontal construction management and inspection services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

MASTER AGREEMENT RATE SCHEDULE

Prices valid through Term of Agreement. Harris & Associates, inc. is not proposing subconsultants for this contract.

Staff			
Number	Name	Title	Hourly Rate
1.	Lara Jennings	Principal-in-Charge	$225
2.	Mahmoud Akhavain	Senior Project Manager	$220
3.	Scott Giannini	Senior Construction Manager	$210
4.	Anton Handal	Senior Construction Manager	$210
5.	Jamal Hanna	Construction Manager/Senior Inspector	$175
6.	Christopher Kelley	Construction Manager/Senior Inspector	$175
7.	Rick Skinner	Construction Manager/Senior Inspector	$175
8.	Ralph Roberts	Construction Manager/Senior Inspector	$175
9.	David Gulczynski	Construction Manager/Senior Inspector	$175
10.	Alberta Mata	Senior Scheduler	$175

Please note that that all equipment, cell phones, laptops, insurance, and vehicle charges are included in the hourly rates as well as mileage, for all classifications.

MASTER AGREEMENT FOR AS-NEEDED HORIZONTAL CONSTRUCTION MANAGEMENT AND INSPECTION VALLEY CM INC. DBA VALLEY CONSTRUCTION MANAGEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between the CITY OF CARLSBAD, a municipal corporation, hereinafter referred to as "City", and VALLEY CM INC., DBA VALLEY CONSTRUCTION MANAGEMENT, a California corporation, hereinafter referred to as "Contractor."

RECITALS

A. City requires the professional services of a firm that is experienced in construction management and inspection for horizontal projects.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as-needed horizontal construction management & inspection.

D. Contractor has submitted a proposal to City under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The City Manager may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by City and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by the City Manager or the Division Director as authorized by the City Manager ("Director"). The City

Manager or Director will give allowance for documented and substantiated unforeseeable and unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by City inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Eight Hundred Thousand Dollars ($800,000)** per Agreement year. If the City extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2%, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, City shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for City, the City Manager or Director, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the city.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement are:

For City:		For Contractor:	
Name	Jennifer Chapman	Name	Paul Mochel
Title	Contract Administrator	Title	Project Manager
Dept	Public Works/CM&I	Address	3525 Del Mar Heights Road #192
	CITY OF CARLSBAD		San Diego, CA 92130
Address	1635 Faraday Avenue	Phone	866-966-2720
	Carlsbad, CA 92008	Email	paul.mochel@valleycm.com
Phone	760-602-2735		

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all four categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both

parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City at the address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement; and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the

County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

VALLEY CM INC. DBA VALLEY CONSTRUCTION MANAGEMENT, a California corporation

By:

Paul Mochel

(sign here)

Paul Mochel, Secretary

(print name/title)

By:

Galina R. Mochel

(sign here)

Galina R. Mochel, President

(print name/title)

CITY OF CARLSBAD, a municipal corporation of the State of California

By:

Matt Hall, Mayor

ATTEST:

Barbara Engleson, City Clerk

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CITY OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, City Attorney

BY: _____
Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed horizontal construction management and inspection services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

Master Agreement Rate Schedule

The following rates are firm for three (3) years and based on prevailing wage rates. The hourly rates for all classifications include all typical direct costs (mileage, equipment including cell phone, laptop, insurance, vehicle charges, etc.).

Name	Title	Hourly Rate
Paul Mochel, PE, CCM	Principal Construction Manager	$175
Jeff Moody, PE, CCM	Construction Manager	$165
Lisa Laszlo, CCM, CWI	Construction Manager	$165
Chris Marquardt, CCM, ICC	Construction Manager	$165
Matt Luttrell	Senior Inspector	$145
James Gaddis	Senior Inspector	$145

MASTER AGREEMENT FOR AS-NEEDED VERTICAL CONSTRUCTION MANAGEMENT AND INSPECTION SCHNEIDER CM, INC.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between the CITY OF CARLSBAD, a municipal corporation, hereinafter referred to as "City", and SCHNEIDER CM, INC., a California corporation, hereinafter referred to as "Contractor."

RECITALS

A. City requires the professional services of a firm that is experienced in construction management and inspection for vertical projects.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as-needed vertical construction management & inspection.

D. Contractor has submitted a proposal to City under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The City Manager may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by City and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by the City Manager or the Division Director as authorized by the City Manager ("Director"). The City Manager or Director will give allowance for documented and substantiated unforeseeable and

unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by City inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Eight Hundred Thousand Dollars ($800,000)** per Agreement year. If the City extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2%, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, City shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for City, the City Manager or Director, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the city.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement are:

For City:		For Contractor:	
Name	Jennifer Chapman	Name	Robert Polley
Title	Contract Administrator	Title	Project Manager
Dept	Public Works/CM&I	Address	7459 Circulo Sequoia
	CITY OF CARLSBAD		Carlsbad, CA 92009
Address	1635 Faraday Avenue	Phone	760-717-0535
	Carlsbad, CA 92008	Email	robert.polley@schneidercm.net
Phone	760-602-2735		

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory

to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City at the address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

SCHNEIDER CM, INC., a California corporation

By: Carl Schneider

(sign here)

Carl Schneider / CEO, President & CFO

(print name/title)

By:

(sign here)

(print name/title)

CITY OF CARLSBAD, a municipal corporation of the State of California

By:

Matt Hall, Mayor

ATTEST:

Barbara Engleson, City Clerk

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CITY OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, City Attorney

BY: _____
Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed vertical construction management and inspection services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

SchneiderCM

7459 Circulo Sequoia
Carlsbad, CA 92009
Tel: 619-905-5522
Fax: 888-638-1504

Attn: Janean Hawney
Contract Administrator
City of Carlsbad
1635 Faraday Avenue
Carlsbad, CA 92008

13 July 2020

Subject: FEE PROPOSAL for the City of Carlsbad's Master Agreement for Vertical Construction Management and Inspection Services, RFQ #20-1031CMI

Dear Ms. Hawney,

SchneiderCM's Fee Proposal is based on the services provided in our written proposal and is broken down as follows:

Scope	Position	Hourly Fee
Project Management	Sr. CM	$155
Construction Management	Sr. CM	$155
Program Management	Sr. CM	$155
Program Controls	Sr. CM	$155
Quality Assurance	Sr. CM	$155
On-Site Inspection	Sr. CM	$155
Constructability Review	Sr. CM	$155
Value Engineering	Sr. CM	$155
Cost Estimating	Sr. CM	$155
Scheduling & Pull Planning	Sr. CM	$155
Detailed Cost Estimating	Estimating	$155
Document Management	Technical Assistant	$85
Project Administrative Support	Technical Assistant	$85

Quality assurance and inspection are provided by the Senior Construction Manager as outlined above.

Firm Principal involvement in the above categories, where required is $180/hr.

Costs are in dollars per hour, fully burdened (inclusive of mileage, travel expenses, all equipment, cell phones, laptops, insurance, and vehicle charges, etc.).

Reimbursable expenses: Procore management software at approximately $15,000/year if required and on consultation with the City of Carlsbad.

Thank you for your consideration. Please contact me on 619-905-5522 if there are any questions or clarifications needed.

Yours Sincerely,

Carl Schneider
CEO, SchneiderCM, Inc.

MASTER AGREEMENT FOR AS-NEEDED VERTICAL CONSTRUCTION MANAGEMENT AND INSPECTION GRIFFIN STRUCTURES, INC.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between the CITY OF CARLSBAD, a municipal corporation, hereinafter referred to as "City", and GRIFFIN STRUCTURES, INC., a California corporation, hereinafter referred to as "Contractor."

RECITALS

A. City requires the professional services of a firm that is experienced in construction management and inspection for vertical projects.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as-needed vertical construction management & inspection.

D. Contractor has submitted a proposal to City under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The City Manager may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by City and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by the City Manager or the Division Director as authorized by the City Manager ("Director"). The City Manager or Director will give allowance for documented and substantiated unforeseeable and

unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by City inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Eight Hundred Thousand Dollars ($800,000)** per Agreement year. If the City extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2%, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, City shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for City, the City Manager or Director, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the city.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement are:

For City:		For Contractor:	
Name	Jennifer Chapman	Name	Jon Hughes
Title	Contract Administrator	Title	Project Manager
Dept	Public Works/CM&I	Address	2 Technology Drive, Suite 150
	CITY OF CARLSBAD		Irvine, CA 92618
Address	1635 Faraday Avenue	Phone	949-497-9000 x 208
	Carlsbad, CA 92008	Email	jhughes@griffinstructures.com
Phone	760-602-2735		

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes ☒ No ☐

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Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

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Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

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If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory

to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

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Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

GRIFFIN STRUCTURES, INC., a California corporation

By:

Mark Hoglund
(sign here)

Mark Hoglund, CFO
(print name/title)

By:

(sign here)

Jon Hughes, Vice President
(print name/title)

CITY OF CARLSBAD, a municipal corporation of the State of California

By:

Matt Hall, Mayor

ATTEST:

Barbara Engleson, City Clerk

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CITY OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, City Attorney

BY: _____
Assistant City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Contractor shall perform as-needed vertical construction management and inspection services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

MASTER AGREEMENT RATE SCHEDULE

Prices valid through Term of Agreement

STAFF			
	NAME	TITLE	HOURLY RATE
1.	Roger Torriero	Principal-in-Charge	$240.00
2.	Jon Hughes, CCM, DBIA	Project Executive	$210.00
3.	Lance Solomon, CCM	Sr. PMCM Manager	$190.00
4.	Tom Ottenstein, DBIA	Sr. PMCM Manager	$190.00
5.	Tim Shaw, RLA	Sr. PMCM Manager	$190.00
6.	Robert Echavarria	Sr. PMCM Manager	$190.00
7.	Robert Godfrey, CCM	Sr. PMCM Manager	$190.00
8.	Sally Armanious, CCM	Sr. PMCM Manager	$190.00
9.	Dustin Alamo, CCM, LEED AP	Pre-Construction Manager	$190.00
10.	Sarah Brunzell	Assistant Construction Manager	$175.00
11.	Cody Roth	Assistant Construction Manager	$175.00
12.	Kelly Chen	Sr. Program Analyst	$175.00
13.	Ryan Craven, CPE	Cost Estimator	$160.00
14.	Susan Harden, LEED AP	Public Outreach Facilitator	$160.00

** All rates include mileage, equipment, cell phones, laptops, insurance and vehicle charges*

SUB-CONSULTANTS			
	NAME/FIRM	TITLE	HOURLY RATE
1.	N/A		
2.			
3.			
9.			
10.			

**IF needed, all sub-consultants will be billed at cost with no mark up*

EXPENSES			
	DESCRIPTION	COST	% MARKUP
1.	Insurance	$8/$1,000	0%
2.	Misc. Office Supplies	At Cost	0%
3.	Submittal Exchange	.25%/$1,000 of Construction Cost	0%
4.			
5.			

MASTER AGREEMENT FOR AS-NEEDED VERTICAL CONSTRUCTION MANAGEMENT AND INSPECTION KITCHELL/CEM, INC.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between the CITY OF CARLSBAD, a municipal corporation, hereinafter referred to as "City", and KITCHELL/CEM, INC., a California corporation, hereinafter referred to as "Contractor."

RECITALS

A. City requires the professional services of a firm that is experienced in construction management and inspection for vertical projects.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as-needed vertical construction management & inspection.

D. Contractor has submitted a proposal to City under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The City Manager may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by City and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by the City Manager or the Division Director as authorized by the City Manager ("Director"). The City Manager or Director will give allowance for documented and substantiated unforeseeable and

unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by City inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Eight Hundred Thousand Dollars ($800,000)** per Agreement year. If the City extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2 percent, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, City shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for City, the City Manager or Director, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the city.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement are:

For City:		For Contractor:	
Name	Jennifer Chapman	Name	Kevin Pokrywa
Title	Contract Administrator	Title	Project Manager
Dept	Public Works/CM&I	Address	2450 Venture Oaks Way, Suite 500
	CITY OF CARLSBAD		Sacramento, CA 95833
Address	1635 Faraday Avenue	Phone	619-895-9031
	Carlsbad, CA 92008	Email	kpokrywa@kitchell.com
Phone	760-602-2735		

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended

method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City at the address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for

a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

KITCHELL/CEM, INC., a California corporation

By:

Michael Bruggeman

(sign here)

Michael Bruggeman, Assistant Secretary

(print name/title)

By:

Wendy Cohen

(sign here)

Wendy Cohen, President

(print name/title)

CITY OF CARLSBAD, a municipal corporation of the State of California

By:

Matt Hall, Mayor

ATTEST:

Barbara Engleson, City Clerk

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CITY OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, City Attorney

BY: _____
Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed vertical construction management and inspection services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

Fee Schedule

The hourly rates below are fully burdened with employee benefits, statutory requirements, mileage and travel within San Diego County, equipment, cell phones, laptops, insurance, vehicle charges, and overhead and profit. These rates are applicable to services requested on an individualized hourly billing basis. Our fees for comprehensive services take advantage of savings such as resource allocations and economies of scale, which can result in improved hourly rate calculations.

Role	Hourly Rate
Senior Construction Manager/Inspector	$158
Construction Manager/Inspector	$140
Project Engineer	$115
Support Services	$140

Subconsultant	Hourly Rate
Acrostic: Senior Construction Manager/Inspector	$158

Reimbursable Expenses

Reimbursable expenses are billed at actual cost plus 5% markup. Reimbursable costs vary from project to project, and will only be incurred when specifically requested by the City of Carlsbad. Following are categories of possible reimbursable expenses.

- Construction Trailer and equipment, if required
- Postal and delivery services
- Document reproduction
- Plans, prints, photographs
- Travel outside of San Diego County

Expenses	Rate	Markup
Mileage	Current Federal Rate	5%
Reproduction	Cost	5%

MASTER AGREEMENT FOR AS-NEEDED VERTICAL CONSTRUCTION MANAGEMENT AND INSPECTION ANSER ADVISORY MANAGEMENT, LLC

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between the CITY OF CARLSBAD, a municipal corporation, hereinafter referred to as "City", and ANSER ADVISORY MANAGEMENT, LLC, a limited liability company, hereinafter referred to as "Contractor."

RECITALS

A. City requires the professional services of a firm that is experienced in construction management and inspection for vertical projects.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as-needed vertical construction management & inspection.

D. Contractor has submitted a proposal to City under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The City Manager may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by City and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by the City Manager or the Division Director as authorized by the City Manager ("Director"). The City Manager or Director will give allowance for documented and substantiated unforeseeable and

unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by City inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Eight Hundred Thousand Dollars ($800,000)** per Agreement year. If the City extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2 percent, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, City shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for City, the City Manager or Director, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

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8. OTHER CONTRACTORS

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Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

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10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

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10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

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10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

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Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

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14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement are:

For City:		For Contractor:	
Name	Jennifer Chapman	Name	Stephen Mutch
Title	Contract Administrator	Title	Project Manager
Dept	Public Works/CM&I	Address	3111 Camino Del Rio North, Suite 340
	CITY OF CARLSBAD		San Diego, CA 92108
Address	1635 Faraday Avenue	Phone	714-209-7671
	Carlsbad, CA 92008	Email	stephen.mutch@anseradvisory.com
Phone	760-602-2735		

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both

parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City at the address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the

County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

ANSER ADVISORY MANAGEMENT, LLC, a limited liability company

By:

Ed Imparato

(sign here)

Ed Imparato, CFO

(print name/title)

By:

Sudhir Damle

(sign here)

Sudhir Damle, President

(print name/title)

CITY OF CARLSBAD, a municipal corporation of the State of California

By:

Matt Hall, Mayor

ATTEST:

Barbara Engleson, City Clerk

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CITY OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, City Attorney

BY: _____
Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed vertical construction management and inspection services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

Fee Schedule

PSA21-1207CMI - Exhibit "A"
(continued)

The table below includes a fee schedule for each discipline that indicates the title and hourly billing rates for each team member.

Revised Fee's for CM & Sr. Inspector to include mileage.

Role/Job Category	Team Member	Hourly Rate
Principal-in-Charge	Paul Buckley	$248
Project Executive	Stephen Mutch	$221
Senior Project Engineer	Dennis Phinney	$182
Senior Construction Manager	Chris Heidel,Tony Gatoff	$182 / $190 (w/mileage)
Construction Manager	-	$177
Project Engineer	Duygu Ustun	$160
Office Engineer	Marina Young-Meyers	$145
Senior Inspector	Nagi Abdelsayed, Daniel Stewart, Aaron Greene, Mike Villamil	$130 / $138 (w/mileage)

Reimbursable Expenses	
Mileage	Federal IRS Rate

The hourly rates for staff members include cell phones, lap top computers, insurance and PPE. The rates shall remain fixed for the three (3) year term, if the City elects to extend the Agreement, the Costs of services will be increased a maximum of 2%, if agreed by both parties.

The Mileage reimbursement rate for Construction Staff will be set annually in accordance with the rate allowed by the IRS and will include any vehicle expenses/charges.

Markup of any sub-consultants will not exceed 10% as stated in the RFP.

As of 7-13-2020, Anser has provided hourly rates inclusive of mileage for the Construction Manager (CM) and Sr. Inspector rates as requested by City of Carlsbad)

MASTER AGREEMENT FOR AS NEEDED MATERIALS TESTING SERVICES
ATLAS TECHNICAL CONSULTANTS, LLC

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between the CITY OF CARLSBAD, a municipal corporation, hereinafter referred to as "City", and ATLAS TECHNICAL CONSULTANTS, LLC, a Delaware limited liability company hereinafter referred to as "Contractor."

RECITALS

A. City requires the professional services of an engineering firm that is experienced in materials testing.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as needed materials testing services.

D. In November 2018 SCST, Inc. reorganized to SCST, LLC as a wholly owned subsidiary of Atlas Technical Consultants LLC ("Atlas").

E. Effective May 5, 2020, SCST, LLC was converted to Atlas Engineering West, Inc. a wholly owned subsidiary of Atlas Technical Consultants, LLC, in anticipation of merging into Atlas Technical Consultants LLC at a later date.

F. Also on May 5, 2020, the City published notice of RFQ20-1030CMI, to which Contractor responded as "Atlas Technical Consultants LLC."

G. Contractor has submitted a proposal to City under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The City Manager may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by City and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by the City Manager or the Division Director as authorized by the City Manager ("Director"). The City Manager or Director will give allowance for documented and substantiated unforeseeable and unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by City inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Six Hundred Thousand Dollars ($600,000)** per Agreement year. If the City extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2 percent, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, City shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for City, the City Manager or Director, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of

a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the city.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement are:

For City:		For Contractor:	
Name	Jennifer Chapman	Name	Thomas Higginbotham
Title	Contract Administrator	Title	Project Manager
Dept	Public Works/CM&I	Address	6280 Riverdale Street
	CITY OF CARLSBAD		San Diego, CA 92120
Address	1635 Faraday Avenue	Phone	619-528-4763
	Carlsbad, CA 92008	Email	higgy@oneatlas.com
Phone	760-602-2735		

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

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In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City at the address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

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21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

ATLAS TECHNICAL CONSULTANTS, LLC, a Delaware limited liability company

By: Phillip Schneider
(sign here)

Phillip Schneider, Western Region Manager
(print name/title)

By: Mehrnoush Yavary
(sign here)

Mehrnoush Yavary, Branch Manager
(print name/title)

CITY OF CARLSBAD, a municipal corporation of the State of California

By:

Matt Hall, Mayor

ATTEST:

Barbara Engleson, City Clerk

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CITY OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, City Attorney

BY: _____
Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed materials testing services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto. For field services, the client will be charged for the hours actually worked in 2, 4, 6 and 8 hour increments.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

MASTER AGREEMENT RATE SCHEDULE
City of Carlsbad

PROFESSIONAL STAFF	TITLE	PREVAILING WAGE CLASSIFICATION	HOURLY RATE
Thomas Canady	Senior Professional	N/A	$160
Thomas Higginbotham	Project Manager	N/A	$130
Ron Baudour	Field Supervisor/CMT	N/A	$115
Dan Ferguson	Field Supervisor/Soils	N/A	$115
Darren Hicks	Laboratory Technician	N/A	$72
Rocco Brunetti	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Sam Carbajal	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Andy Molina	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Gary Pitonyak	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Edwin Rosete	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Joey Urette	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Brad Chitwood	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Mike Flowers	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Ismael Gonzalez	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Roger Jimenez	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Tony Stewart	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Raul Tena	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Adam Thomas	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Nate Bachour	Special Inspector	Group 2 (Special Inspection)	$104
Dan Broyles	Special Inspector	Group 2 (Special Inspection)	$104
Rocco Brunetti	Special Inspector	Group 2 (Special Inspection)	$104
Sam Carbajal	Special Inspector	Group 2 (Special Inspection)	$104
Andy Molina	Special Inspector	Group 2 (Special Inspection)	$104
Duc Nguyen	Special Inspector	Group 2 (Special Inspection)	$104
Gary Pitonyak	Special Inspector	Group 2 (Special Inspection)	$104
Edwin Rosete	Special Inspector	Group 2 (Special Inspection)	$104
Joey Urette	Special Inspector	Group 2 (Special Inspection)	$104
Dan Broyles	Special Inspector	Group 3 (NDT Testing)	$107
Duc Nguyen	Special Inspector	Group 3 (NDT Testing)	$107

*Modified Schedule B

PSA21-1203CMI
Exhibit "A" (continued)

SCHEDULE OF FEES

California Prevailing Wage
Effective July 1, 2019

PROFESSIONAL SERVICES

Professional (Engineering, Geology, Environmental)

Principal Professional	$180
Senior Professional	160
Project Professional	140
Staff Professional	115
Drafter	87

Field Services (Geotechnical, Inspection)

Field Supervisor	$115
LA Certified Grading Inspector	120
Off Site Inspector	65
Laboratory Technician	72
Group 1 (Geotechnical, Concrete Sampling)	100*
Group 2 (Special Inspection)	102*
Group 3 (NDT Testing)	107*
Coring	162

Field Services (Utility/Rebar Locating)

Hourly Rate (A Mob/Demob charge of $300 applies to projects billed on hourly rates)	$215
Full Day	1,950
Letter Report	300
Map (per day of field work)	350

Field Services (Geophysical Studies: UST, Landfill, Well, Void, UXO, Groundwater)

Ground Penetrating Radar, Electromagnetics, Magnetics

Full Day	$2,350
Hourly Rate (A Mob/Demob charge of $325 applies to projects billed on hourly rates.)	265

Seismic (Refraction, MASW, Downhole/Crosshole), Resistivity (Sting, Standard, Wenner 4-Pin)

Full Day	$3,000
Hourly Rate (A Mob/Demob charge of $550 applies to projects billed on hourly rates.)	325

Seismic ReMi

One Line	$1,500
Each Additional Line	300
For Pavement/Requires Drilling	300

Project Management

Senior Project Manager	$158
Project Manager	130
Administrative Assistant	67

Travel and Miscellaneous

Pick Up	$55/hr
Travel Time	Hourly Rate (or $125/hr beyond 2 hours from San Diego for Geophysical Crews)
Per Diem (variable, depending on location)	Quote
Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq.	Quote
Overtime and Saturday Rate	1.5 x Regular Hourly Rate
Sunday and Nationally Recognized Holiday Rate (including the day after Thanksgiving)	2 x Regular Hourly Rate
Rush Surcharge	Normal Rate plus 50%
Specialty Equipment Surcharge	Quote

LABORATORY TESTS

Soil and Aggregate

California Bearing Ratio (ASTM D854)	$418
California Impact (Cal 216)	206
Chloride Ion Testing (Cal 422)	150
Clay Lumps in Aggregate (ASTM C142)	150
Cleanness Value (Cal 227)	200
Consolidation (ASTM D2435)	200
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity)	187
Crushed Particles (Cal 205, ASTM D693)	150
Direct Shear (ASTM D3080)	260
Durability Factor (Cal 229, ASTM D3744)	97
Durability Index (Cal 229, ASTM D3744)	224
Expansion Index (ASTM D4289)	177
Fine Aggregate Angularity (AASHTO T304)	200
Fineness Modulus (ASTM C136)	24
Flat & Elongated Pieces (ASTM D4791)	175
Light Weight Pieces (ASTM C123)	175
Liquid Limit (Cal 204, ASTM D4318)	75
Los Angeles Abrasion - 1 1/2" and smaller (Cal 211, ASTM C131)	224
Maximum Density Check Point (ASTM D698/D1557)	88
Maximum Density/Optimum Moisture – 4" (ASTM D698, D1557)	200
Maximum Density/Optimum Moisture – 6" (ASTM D698, D1557)	220
Minimum Density (ASTM D1556)	74
Moisture Content (Cal 226, ASTM C566, ASTM D2216)	35
Natural Density - Chunk Sample (ASTM D2937)	41
Natural Moisture/Density Ring or Core Sample (ASTM D2937)	35
Organic Impurities (Cal 213, ASTM C40)	90
Organic Matter (ASTM D2974)	75
Percent Finer than #200 (ASTM C117, ASTM D1140)	70
Permeability Remold Sample (ASTM D2434)	200
Permeability Remold Sample (ASTM D5084)	Quote
Permeability Undisturbed Sample (ASTM D5084)	Quote
Petrographic Analysis (Cal 215, ASTM C295)	Quote
pH & Resistivity (Cal 643, ASTM G51)	126
Plasticity Index (Cal 204, ASTM 4318)	127
Potential Reactivity (ASTM C289)	220
Residual Shear (ASTM D6467)	442
Rock Correction (ASTM D4718)	26
R-Value (Cal 301, ASTM D2844)	276
Sand Castle Test (USACE)	195
Sand Equivalent (Cal 217, ASTM D2419)	88
Sieve Analysis (ASTM C136, ASTM D6913, Cal 202)	110
Sieve Analysis with Hydrometer (Cal 203, ASTM D422)	200
Soil Cement Compression Strength (Cal 312, ASTM D1633)	50
Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632)	100
Soluble Chlorides (Cal 422)	62
Soluble Sulfate (Cal 417)	62
Soundness 5 Cycles (Cal 214, ASTM C88)	375
Specific Gravity Coarse Aggregate (Cal 206, ASTM C127)	115
Specific Gravity Fine Aggregate (Cal 207, ASTM C128)	115
Triaxial Shear Consolidated - Undrained (ASTM D4767)	Quote
Triaxial Shear Unconsolidated - Undrained (ASTM D2850)	Quote
Triaxial Staged Consolidated - Undrained (ASTM D4767)	Quote
Triaxial Staged Unconsolidated - Undrained (ASTM D2850)	Quote
Unconfined Compression (ASTM D2166)	162
Unit Weight Aggregate (Cal 212, ASTM C29)	80

Asphalt Concrete

Asphalt Core Specific Gravity (Cal 308, ASTM D2726	$58
Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188)	74
Emulsion Content (CTM 382)	178
Film Stripping (Cal 302)	Quote
Gyratory Compacted Maximum Specific Gravity (AASHTO T312)	350
Hamburg Wheel - Plant Produced HMA (AASHTO T324/Cal-Trans Section 39)	900
Hveem - Maximum Bulk Specific Gravity (Cal 308)	300
Hveem & Stabilometer Value (Cal 366)	400
Ignition Oven Correction Factor (AASHTO T308)	250
Ignition Oven Degradation Factor (AASHTO T308)	250
Marshall Density, Stability & Flow (ASTM D6927)	400
Marshall Density (ASTM D6926)	300
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370)	50
Moisture Vapor Susceptibility (Cal 307)	Quote
Optimum Bitumen Content (AASHTO R35/Cal 367)	3,100
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307)	180
Residue by Evaporation (Cal 331)	178
Rice - Maximum Theoretical Specific Gravity AC (Cal 309, ASTM D2041)	133
Sieve Analysis - Extracted Aggregate (Cal 382, ASTM D5444)	90
Stability and Flow (ASTM D1559)	350
Stabilometer Value (Cal 366)	350
RAP Testing - Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39	Quote
RAP Testing - Not Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39)	Quote
Tensile Strength Ratio - Plant Produced HMA (AASHTO T283)	900
Wet Track Abrasion (ASTM D3910)	185

Concrete

2X2 Cube Compression	$27
Concrete Core Compression (ASTM C42)	59
Concrete Cylinder Compression (Cal 521, ASTM C39)	27
Flex Beam Modulus of Rupture (Cal 523, ASTM C78)	74
Modulus of Elasticity (Cal 522, ASTM C469)	261
Shotcrete Mockup Panel (ASTM C1140)	1,040
Shotcrete Panel, 3 Cores - Compression (CBC)	290
Shrinkage - Hardened Concrete (ASTM C157 - Modified)	371
Split Tensile, Concrete Cylinder (ASTM C496)	74
Time of Set (ASTM C403)	200
Trial Batch Fabrication (ASTM C192)	298
Unit Weight, Hardened Concrete (ASTM C642)	45
Unit Weight, Lightweight Concrete (ASTM C567)	59

Masonry

Absorption Block (ASTM C140)	$115
Compression Adobe	155
Compression Block, Standard (ASTM C140)	150
Compression, Brick (ASTM C67)	115
Efflorescence Block	175
Efflorescence, Brick (ASTM C67)	175
Grout Prism Compression (ASTM C1019)	27
Masonry Core Compression (ASTM C42)	51
Masonry Core Shear (CBC 2105A.4)	95
Masonry Prism Compression (ASTM E447)	150
Mortar Bond Strength - Pull Test (ASTM C482)	62
Mortar Cylinder Compression	27
Mortar Shear Strength (ANSI 118)	53

Masonry - Continued

Relative Mortar Strength (Cal 515)	$850
Shrinkage - Masonry Block (ASTM C426)	250
Trial Grout Prisms (ASTM C942)	38
Water Retention and Air Content (ASTM C270)	470

Metal

Bolt Assembly - Hardness Test	$74
Bolt Assembly - Tensile & Proof Load Test	125
Modulus of Elasticity (Steel)	146
Post-Tension Tendon Tensile Testing	185
Tensile Strength & Bend Test, Reinforcing Steel (ASTM A615/A706)	125
Tensile Strength #14 - #18 Bar (ASTM A615)	Quote
Tensile Strength - Mechanical Splices #9 and Smaller (Cal 670)	Quote
Tensile Strength - Mechanical Splices #10 to #14 (Cal 670)	Quote
Tensile Strength - Mechanical Splices #18 (Cal 670)	Quote
Tensile Strength and Bend Test, Structural Steel (ASTM A370)	180

Miscellaneous

Fire Proofing Density Test (ASTM E605)	$69
Fiber Reinforced Polymer, Tensile (ASTM D3039)	520
Material Preparation	70/hr
Relative Humidity Test (ASTM F2170)	80/kit
Concrete Vapor Emission Kits (ASTM F1869)	72/kit
Test Chamber and Water Spray Rack (ASTM E1105)	275/hour
Miscellaneous Charges	Various
Default Expense	Various

MASTER AGREEMENT FOR AS NEEDED MATERIALS TESTING SERVICES LEIGHTON CONSULTING, INC.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between the CITY OF CARLSBAD, a municipal corporation, hereinafter referred to as "City", and LEIGHTON CONSULTING, INC., a California corporation, hereinafter referred to as "Contractor."

RECITALS

A. City requires the professional services of an engineering firm that is experienced in materials testing.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as needed materials testing services.

D. Contractor has submitted a proposal to City under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The City Manager may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by City and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by the City Manager or the Division Director as authorized by the City Manager ("Director"). The City Manager or Director will give allowance for documented and substantiated unforeseeable and unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused

by City inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Six Hundred Thousand Dollars ($600,000)** per Agreement year. If the City extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2 percent, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, City shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for City, the City Manager or Director, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys

fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the city.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement are:

For City:		For Contractor:	
Name	Jennifer Chapman	Name	William "Dave" Olson
Title	Contract Administrator	Title	Project Manager
Dept	Public Works/CM&I	Address	17781 Cowan
	CITY OF CARLSBAD		Irvine, CA 92614
Address	1635 Faraday Avenue	Phone	858-300-8491
	Carlsbad, CA 92008	Email	dolson@leightongroup.com
Phone	760-602-2735		

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding

upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City at the address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor

and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

LEIGHTON CONSULTING, INC., a California corporation

By:

Joseph A. DEAN

(sign here)

Joseph Dean, Secretary

(print name/title)

By:

(sign here)

Thomas C. Benson, Jr., President / CEO

(print name/title)

CITY OF CARLSBAD, a municipal corporation of the State of California

By:

Matt Hall, Mayor

ATTEST:

Barbara Engleson, City Clerk

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CITY OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, City Attorney

BY: _____
Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed materials testing services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto. For field services, the client will be charged for the hours actually worked in 2, 4, 6 and 8 hour increments.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

Leighton

CARLSBAD PROFESSIONAL FEE SCHEDULE

CLASSIFICATION	$/HR
Technician I	78
Technician II / Special Inspector	89
Senior Technician / Senior Special Inspector	99
Prevailing Wage (field soils / materials tester) *	134
Prevailing Wage (Special Inspector) *	134
Prevailing Wage (Source Inspector, NDT and soil remediation O&M)*	139
System Operation & Maintenance (O&M) Specialist	129
Non Destructive Testing (NDT)	139
Deputy Inspector	99
Field / Laboratory Supervisor	132
Source Inspector	122
City of Los Angeles Deputy Building (including Grading) Inspector	140

CLASSIFICATION	$/HR
Project Administrator/Word Processor/Dispatcher	72
Information Specialist	99
CAD Operator	113
GIS Specialist	126
GIS Analyst	149
Staff Engineer / Geologist / Scientist	105
Senior Staff Engineer / Geologist / Scientist / ASMR	120
Operations / Laboratory Manager	162
Project Engineer / Geologist / Scientist	167
Senior Project Engineer / Geologist / Scientist / SMR	185
Associate	203
Principal	221

* See Prevailing Wages in Terms and Conditions

GEOTECHNICAL LABORATORY TESTING

METHOD	$/TEST
CLASSIFICATION & INDEX PROPERTIES	
Photograph of sample	10
Moisture content (ASTM D2216)	20
Moisture & density (ASTM D2937) ring samples	30
Moisture & density (ASTM D2937) Shelby tube or cutting	40
Atterberg limits (ASTM D4318) 3 points:	150
- Single point, non-plastic	85
- Atterberg limits (organic ASTM D2487 / D4318)	180
- Visual classification as non-plastic (ASTM D2488)	10
Particle size:	
- Sieve only 1½ inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	135
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	175
- Hydrometer only (ASTM D7928)	110
- Sieve + hydrometer (≤3 inch sieve, ASTM 7928)	185
- Percent passing #200 sieve, wash only (ASTM D1140)	70
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207)	125
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206)	100
- Total porosity - on Shelby tube sample (calculated)	165
- Total porosity - on other sample (calculated)	155
Shrinkage limits (wax method, ASTM D4943)	126
Pinhole dispersion (ASTM D4647)	210
Dispersive characteristics (double hydrometer ASTM D4221)	90
As-received moisture & density (chunk/carved samples)	60
Sand Equivalent (SE, AASHTO T176/ASTM D2419/CTM 217)	105
COMPACTION & PAVEMENT SUBGRADE TESTS	
Standard Proctor compaction, (ASTM D698) 4 points:	
- 4 inch diameter mold (Methods A & B)	160
- 6 inch diameter mold (Method C)	215
Modified Proctor compaction (ASTM D1557) 4 points:	
- 4 inch diameter mold (Methods A & B)	220
- 6 inch diameter mold (Method C)	245
Check point (per point)	65
Relative compaction of untreated/treated soils/aggregates (CTM 216)	250
Relative density (0.1 ft mold, ASTM D4253, D4254)	235

METHOD	$/TEST
California Bearing Ratio (CBR, ASTM D1883) – 3 point	
- 3 point	500
- 1 point	185
R-Value (AASHTO T190/ASTM D2844/CTM 301) untreated soils/aggregates	310
R-Value (AASHTO T190/ASTM D2844/CTM 301) lime or cement treated soils/aggregates	340
SOIL CHEMISTRY & CORROSIVITY	
pH Method A (ASTM D4972 or CTM 643)	45
Electrical resistivity – single point – as received moisture	45
Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	90
pH + minimum resistivity (CTM 643)	130
Sulfate content - gravimetric (CTM 417 B Part 2)	70
Sulfate content - by ion chromatograph (CTM 417 Part 2)	80
Sulfate screen (Hach®)	30
Chloride content (AASHTO T291/CTM 422)	70
Chloride content – by ion chromatograph (AASHTO T291/CTM 422)	80
Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	265
Organic matter content (ASTM D2974)	65
SHEAR STRENGTH	
Pocket penetrometer	15
Direct shear (ASTM D3080, mod., 3 points):	
Consolidated undrained - 0.05 inch/min (CU)	285
Consolidated drained - <0.05 inch/min (CD)	345
Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear)	50
Remolding or hand trimming of specimens (3 points)	90
Oriented or block hand trimming (per hour)	65
Single point shear	105
Torsional shear (ASTM D6467 / ASTM D7608)	820
CONSOLIDATION & EXPANSION/SWELL TESTS	
Consolidation (ASTM D2435):	195
Each additional time curve	45
Each additional load/unload w/o time reading	40
Expansion Index (EI, ASTM D4829)	130
Swell/collapse – Method A (ASTM D4546-A, up to 10 load/unloads w/o time curves)	290
Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only)	105

METHOD	$/TEST
TRIAXIAL TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166)	135
Unconsolidated undrained triaxial compression test on cohesive soils (UU, ASTM D2850, USACE Q test, per confining stress)	170
Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	375
Consolidated drained triaxial compression test (CD, USACE S test), with volume change measurement. Price per soil type below EM 1110-2-1906(X):	
- Sand or silty sand soils (per confining stress)	375
- Silt or clayey sand soils (per confining stress)	500
- Clay soils (per confining stress)	705
- Three-stage triaxial (sand or silty sand soils)	655
- Three-stage triaxial (silt or clayey sand soils)	875
- Three-stage triaxial (clay soils)	1,235
Remolding of test specimens	65

METHOD	$/TEST
HYDRAULIC CONDUCTIVITY TESTS	
Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):	310
- Each additional effective stress	120
- Hand trimming of soil samples for horizontal K	60
Remolding of test specimens	65
Permeability of granular soils (ASTM D2434)	135
Soil suction (filter paper method, ASTM D5298)	400
SOIL-CEMENT	
Moisture-density curve for soil-cement mixtures (ASTM D558)	240
Wet-dry durability of soil-cement mixtures (ASTM D559) [1]	1,205
Compressive strength of molded soil-cement cylinder (ASTM D1633)[1]	60
Soil-cement remolded specimen (for shear strength, consolidation, etc.) [1]	235

[1] Compaction (ASTM D558 maximum density) should also be performed – not included in above price

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	$/TEST
CONCRETE STRENGTH CHARACTERISTICS	
Concrete cylinders compression (ASTM C39) (6" x 12")	25
Concrete cylinders compression (ASTM C39) (4" x 8")	22
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42)	40
Trimming concrete cores (per core)	20
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523)	85
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523)	85
Non shrink grout cubes (2 inch, ASTM C109/C1107)	25
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157)	400
Length of concrete cores (CTM 531)	40
HOT MIX ASPHALT (HMA)	
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371)	2,100
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)	900
Superpave gyratory compaction (AASHTO T312/ASTM D6925)	350
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382)	150
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382)	1,350
Extraction by centrifuge, percent asphalt (ASTM D2172)	150
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202)	135
Stabilometer, S-Value (ASTM D1560/CTM 366)	265
Bituminous mixture preparation (AASHTO R30/CTM 304)	80
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370)	60
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308)	50
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308)	55
Maximum density - Hveem (CTM 308)	200
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309)	130
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549)	40
Wet track abrasion of slurry seal (ASTM D3910)	150
Rubberized asphalt (add to above rates)	+ 25%

METHOD	$/TEST
AGGREGATE PROPERTIES	
Bulk density and voids in aggregates (AASHTO T19/ASTM C29/ CTM 212)	50
Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213)	60
LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/ CTM 211)	200
LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211)	250
Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/ CTM 208)	130
Clay lumps, friable particles (AASHTO T112/ASTM C142)	175
Durability Index (AASHTO T210/ASTM D3744/CTM 229)	200
Moisture content of aggregates by oven drying (AASHTO T255/ ASTM C566/CTM 226)	40
Uncompacted void content of fine aggregate (AASHTO T304/ ASTM C1252/ CTM 234)	130
Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205)	135
Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235)	215
Cleanness value of coarse aggregate (CTM 227)	210
Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214)	225
Soundness, sodium (AASHTO T104/ASTM C88/CTM 214)	650
MASONRY	
Mortar cylinders (2" by 4", ASTM C780)	25
Grout prisms (3" by 6", ASTM C1019)	25
Masonry cores compression, ≤6" diameter (testing only, ASTM C42)	40
Masonry core-shear, Title 24 (test only)	80
Veneer bond strength, cost for each (5 required, ASTM C482)	55
CMU compression to size 8" x 8" x 16" (3 required, ASTM C140)	45
CMU moisture content, absorption & unit weight (6 required, ASTM C140)	40
CMU linear drying shrinkage (ASTM C426)	175
CMU grouted prisms (compression test ≤8" x 8" x 16", ASTM C1314)	180
CMU grouted prisms (compression test > 8" x 8" x 16", ASTM C1314)	250
BRICK	
Compression (cost for each, 5 required, ASTM C67)	40

METHOD	$/TEST
REINFORCING STEEL	
Rebar tensile test up to ≤ No. 10 bars (ASTM A370)	45
Rebar tensile test > No. 10 bars ≤ No. 17 (ASTM A370)	100
Rebar bend test, up to ≤ No. 10 bars (ASTM A370)	45
Rebar bend test > No. 10 bars ≤ No. 17 (ASTM A370)	150
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775)	45
Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775)	65
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775)	55
Tensile strength, ≤100,000 pounds axial load (ASTM A370)	45
Prestressing wire, tension (ASTM A416)	150
Sample preparation (cutting)	50
Resistance butt-welded hoops/bars, up to No. 10 (CTM 670)	180
Post-tensioned bars (ASTM A772)	420

METHOD	$/TEST
SPRAY APPLIED FIREPROOFING	
Unit weight (density, ASTM E605)	60
BEARING PADS/PLATES AND JOINT SEAL	
Elastomeric bearing pads (Caltrans SS 51-3)	990
Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3)	1230
Type A Joint Seals (Caltrans SS 51-2)	1620
Type B Joint Seals (Caltrans SS 51-2)	1530
Bearing plates (A536)	720
STREET LIGHTS/SIGNALS	
100W HPS Lighting (Caltrans RSS 86)	1296
SAMPLE TRANSPORT	**$/TRIP**
Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office)	90

EQUIPMENT, SUPPLIES & MATERIALS

	$/UNIT	
1/4 inch Grab plates	5	each
1/4 inch Tubing (bonded)	0.55	foot
1/4 inch Tubing (single)	0.35	foot
3/8 inch Tubing, clear vinyl	0.55	foot
4-Gas meter (RKI Eagle or similar)/GEM 2000	130	day
Air flow meter and purge pump (200 cc/min)	50	day
Box of 24 soil drive-sample rings	120	box
Brass sample tubes	10	each
Caution tape (1000-foot roll)	20	each
Combination lock or padlock	11	each
Compressed air tank and regulator	50	day
Concrete coring machine (≤6-inch-dia)	150	day
Consumables (gloves, rope, soap, tape, etc.)	35	day
Core sample boxes	11	each
Crack monitor	25	each
Cutoff saws, reciprocating, electric (Sawzall®)	75	day
Disposable bailers	12	each
Disposable bladders	10	each
Dissolved oxygen meter	45	day
DOT 55-gallon containment drum with lid	65	drum
Double-ring infiltrometer	125	day
Dual-stage interface probe	80	day
Dynamic Cone Penetrometer	400	day
Generator, portable gasoline fueled, 3,500 watts	90	day
Global Positioning System/Laser Range Finder	80	day
Hand auger set	90	day
HDPE safety fence (≤100 feet)	40	roll
Horiba U-51 water quality meter	135	day
Light tower (towable vertical mast)	150	day
Magnehelic gauge	15	day
Manometer	25	day

	$/UNIT	
Mileage (IRS Allowable)	0.58	mile
Moisture test kit (excludes labor to perform test, ASTM E1907)	60	test
Nuclear moisture and density gauge	88	day
Pachometer	25	day
Particulate Monitor	125	day
pH/Conductivity/Temperature meter	55	day
Photo-Ionization Detector (PID)	120	day
Pump, Typhoon 2 or 4 stage	50	day
QED bladder pump w/QED control box	160	day
Quire fee – Phase I only	200	each
Resistivity field meter & pins	50	day
Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40	15	each
Slope inclinometer	200	day
Soil sampling T-handle (Encore)	10	day
Soil sampling tripod	35	day
Stainless steel bailer	40	day
Submersible pump, 10 gpm, high powered Grundfos 2-inch with controller	160	day
Submersible pump/transfer pump, 10-25 gpm	50	day
Support service truck usage (well installation, etc.)	200	day
Survey/fence stakes	8	each
Tedlar® bags	18	each
Traffic cones (≤25)/barricades (single lane)	50	day
Turbidity meter	70	day
Tyvek® suit (each)	18	each
Vapor sampling box	55	day
Vehicle usage (carrying equipment)	0	hour
VelociCalc	35	day
Visqueen (20 x 100 feet)	100	roll
Water level indicator (electronic well sounder) <300 feet deep well	60	day
ZIPLEVEL®	15	day

Other specialized geotechnical and environmental testing & monitoring equipment are available, and priced per site

TERMS & CONDITIONS

- **Expiration:** This fee schedule is effective through the term of this agreement.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in the attached proposal.
- **Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, you will be notified and additional fees will be charged.
- **Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Leighton observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate.
- **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or any on-site (field) materials testing services will be charged for worked hours in 2, 4, 6 and 8 hour increments.
- **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 10%, unless billed directly to and paid by client.
- **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Leighton's liability equal to our total fees for a given project.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of $10 per bag and $5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given sample set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting

NICKLAUS ENGINEERING, INC.
8(a) ~ DBE ~ WOSB ~ SBE

● Civil ● Survey ● Architecture
● Environmental ● Geotechnical

SCHEDULE B		
Standard Rate Schedule		
Division	**Description**	**Rate/Hour**
Civil	Project Manager	$165
	Project Engineer- Senior	$155
	Project Engineer- Staff	$130
	Project Engineer- Junior	$95
	Engineering Technician	$85
	Civil Designer	$110
	CAD Technician	$80
	Resident Construction Engineer	$155
Survey	Survey Office Calculations	$110
	Survey Crew and Equipment	$170
Architecture	Project Manager	$165
	Project Architect- Senior	$155
	Project Architect- Staff	$130
	Architectural Designer	$95
	Architectural Technician	$80
Environmental	Certified Industrial Hygienist	$165
	Project Manager	$165
	Project Engineer- Senior	$155
	Project Engineer- Staff	$130
	Project Engineer- Junior	$95
	Geologist- Senior	$155
	Geologist- Staff	$130
	Geologist- Junior	$95
	Environmental Professional/Scientist	$105
	Environmental Technician	$85
Geotechnical	Project Manager	$165
	Lab Manager	$105
	Lab/Field Technician III	$76
	Lab/Field Technician II	$60
	Lab/Field Technician I	$50
	Drill Crew and Equipment	$195
Inspections	Inspector/Assessor- Senior	$110
	Inspector/Assessor- Junior	$85
Construction	Project Manager	$165
	Site Superintendent	$110
	Quality Control Manager/SSHO	$110
Administration	Contracts Manager	$155
	Office Manager	$110
	Administrative Assistant	$60

Baja Exploration
Fee Schedule

Service	Unit Price
Minimum Half-Day Rate (up to 4 Hours)	
CME 75, minimum drill site charge, including mobilization, up to 4 hours	$ 1,600.00
CME 75, minimum drill site charge, including mobilization, up to 4 hours, with prevailing wages	$ 2,200.00
CME 95, minimum drill site charge, including mobilization, up to 4 hours	$ 1,700.00
CME 95, minimum drill site charge, including mobilization, up to 4 hours, with prevailing wages	$ 2,500.00
Day Rates	
CME 75, day rate drill site charge, including mobilization, up to 8 hours	$ 2,400.00
CME 75, day rate drill site charge, including mobilization, up to 8 hours, with prevailing wages	$ 3,200.00
CME 95, day rate drill site charge, including mobilization, up to 8 hours	$ 2,800.00
CME 95, day rate drill site charge, including mobilization, up to 8 hours, with prevailing wages	$ 3,600.00
Limted Access Rig (LAR), day rate drill site charge, including mobilization, up to 8 hours	$ 2,500.00
Limted Access Rig (LAR), day rate drill site charge, including mobilization, up to 8 hours, with PW	$ 3,300.00
Mobilization Fees	
Mobilization to San Diego, Riverside and SB county sites (up to 1 hour from Escondido, CA)	$ 500.00
Hollow Stem Auger (HSA) Drilling Footage Rates for Permitted or Non-permitted Soil Borings (SB)	
HSA 0'-30' for SB's, including grout and surface restoration	$ 35.00
HSA 31'-50' for SB's, including grout and surface restoration	$ 35.00
HSA 51'-100' for SB's, including grout and surface restoration	$ 50.00
Geotechnical Drilling for permitted PVC Wells	
HSA 0'-30' for 2" MW, including casing, 15' of screen and all annular materials	$ 50.00
HSA 0'-30' for 4" MW	$ 60.00
HSA 31'-50' for 2" MW	$ 50.00
HSA 31'-50' for 4" MW	$ 60.00
HSA 51'-100' for 2" MW	Call for quote
HSA 51'-100' for 4" MW	Call for quote
Brass Ring/SS for CA Modified (CANNISTER QTY)	$ 3.00
Environmental SS Sample Liners-EACH	$ 5.00
Surface Completions, in asphalt or soil (3 foot concrete pad)	$ 600.00
Air Rotary Drilling or Coring	Call for quote
Extra Personnel (3rd man) Hourly Rate (non-prevailing wage)	$ 60.00
Air Rotary Drilling or Coring	
Concrete Cutting or coring for up to 3 foot diameter Well Pads, up to 6" thick concrete, first hole	$ 400.00
Additional holes or cuts	$ 200.00
Well Destruction	
2 inch PVC	Call for quote
4 inch PVC	Call for quote
Additional Vehicles	
Support Truck (day rate)	$ 250.00
Support Truck with Lift Gate (day rate)	$ 500.00
Self Contained Decontamination Trailer (day rate)	$ 450.00
Materials	
Bag of Portland Cement	$ 20.00
Bag of Bentonite Chips	$ 20.00
Bag of Bentonite Grout	$ 25.00
Bag of Concrete	$ 12.00
Bag of Rapidset	$ 25.00
Bucket of Aquaphalt	$ 55.00
55 Gallon Drum	$ 65.00

Phone - (760) 743-7678 • Fax - (760) 737-6044 • Email - dbhogan@bajadrilling.com • C57 License# 804318

6/8/2020

Services Price List

Cut 'N Core, Inc. • 9194 Chesapeake Drive, San Diego, CA. 92123 • **Phone:** 858.560.6627 • **Fax:** 858.560.1841

Service Type	Description	Hourly Rate	Minimum	Note
Flatsaw	44HP Gas Saw 1"-7"	$145.00	2 Hours	Portal to Portal
Flatsaw	60HP	$208.00	2 Hours	Portal to Portal
Flatsaw	Green Cutting	$150.00	2 Hours	Portal to Portal
Flatsaw	Loop Cutting	$150.00	2 Hours	Portal to Portal
Flatsaw	Electric Hi -Cycle	$160.00	2 Hours	Portal to Portal
Flatsaw	Electric Saw (Bull)	$178.00	2 Hours	Portal to Portal
Handsaw	Electric Hi-Cycle	$150.00	2 Hours	Portal to Portal
Handsaw	Handsaw- Skillsaw 2.5" Deep	$150.00	2 Hours	Portal to Portal
Handsaw	Handsaw- Gas Saw 4.5"	$150.00	2 Hours	Portal to Portal
Handsaw	Hand Held Core Drill	$150.00	2 Hours	Portal to Portal
Chainsaw	Gas Powered Chainsaw	$176.00	2 Hours	Portal to Portal
Core Drill	Core Drilling- 1"- 10"	$150.00	2 Hours	Portal to Portal
Core Drill	Core Drilling- 4 Speed 11"- 24"	$190.00	2 Hours	Portal to Portal
Disposal	Wastewater Disposal	$73.00	Barrel	
Loader	Skid Steer Loader	$155.00	3 Hours	
Breaker	Skid Steer Hydraulic Breaker	$168.00	2 Hours	
Skid Steer	Track Skid Steer	$155.00	3 Hours	
Mini Excavator	303 Mini, 303.5 Mini, 305 Mini Excavator	$155.00	3 Hours	
Backhoe	CAT 430F, CAT 430E Backhoe	$145.00	4 Hours	
Backhoe w/ Breaker	CAT 430F, CAT 430E Backhoe w/ Breaker	$223.00	2 Hours	
Compaction Wheel	Shaker Head/Compaction Wheel	$288.00	Per Day	
Move On/Off	Move-On/Move-Off Backhoe	$195.00	Each Move	On and Off
Truck	Labor Truck and Tools	$130.00	2 Hours	Portal to Portal
Compressor	1 Man Compressor w/ Air Tools	$175.00	2 Hours	
Compressor	2 Man Compressor w/ Air Tools	$275.00	2 Hours	
Laborer	Laborer	$105.00	2 Hours	
Bobcat	Bobcat w/ Grinder Attachment/ Sweeper	$200.00	4 Hours	
Move On/Off	Move-On/Move-Off Bobcat w/ attachments	$195.00	Each Move	On and Off
Water Wagon	Water Wagon Rental	$250.00	Per Day	
Delivery/Pickup	Water Wagon Delivery and Pickup	$130.00	Each Way	Delivery and Pickup
Overtime	Time and a Half	$30.00	Per Hour	
Double Time	Double Time	$45.00	Per Hour	

** Prices Effective July 1, 2019

Parameter	Method	Matrix	TAT (bus. days)	Unit Price ($)
Volatile Organics by GC/MS	EPA 8260B	Soil/Aqueous	5	70
BTEX & Fuel Oxygenates by GC/MS	EPA 8260B	Soil/Aqueous	5	40
TPH by GC/FID Gasoline Range	EPA 8015B	Soil/Aqueous	5	25
TPH by GC/FID Diesel Range	EPA 8015B	Soil/Aqueous	5	37
TPH by GC/FID Motor Oil Range	EPA 8015B	Soil/Aqueous	5	35
TPH Carbon Chain C6 to C44	EPA 8015B	Soil/Aqueous	5	45
TPH by GC/FID DRO & MOR (quantitated against Diesel Standard)	EPA 8015B	Soil/Aqueous	5	38
Semivolatile Organics by GC/MS	EPA 8270C	Soil/Aqueous	10	135
Polynuclear Aromatic Hydrocarbons by HPLC	EPA 8310	Soil/Aqueous	10	95
Polynuclear Aromatic Hydrocarbons by GC/MS SIM	EPA 8270C-SIM	Soil/Aqueous	10	90
Organochlorine Pesticides by GC	EPA 8081A	Soil/Aqueous	5	75
Organochlorine Herbicides by GC	EPA 8151A	Soil/Aqueous	10	195
Polychlorinated Biphenyls (PCBs) by GC/ECD	EPA 8082	Soil/Aqueous	5	55
1,4-Dioxane by GC/MS-SIM ID	EPA 8270C-SIM ID	Soil/Aqueous	10	95
1,2,3-Trichloropropane (TCP)	EPA 8260B	Soil/Aqueous	5	80
1,2,3-Trichloropropane (TCP)	EPA 524.2 SRL	Aqueous	5	80
N-Nitrosodimethylamine (NDMA)	EPA 1625CM	Aqueous	10	125
N-Nitrosodimethylamine (NDMA)	EPA 8270C SIM	Soil/Aqueous	10	125
CCR Title 22 Metals by ICP	EPA 6010/7000S	Soil/Aqueous	5	70
CCR Title 22 Metals by ICP/MS	EPA 6020/7000S	Soil/Aqueous	5	70
Metals by ICP, each	EPA 6010B	Soil/Aqueous	5	15
Metals by ICP/MS, each	EPA 6020	Soil/Aqueous	5	17
Chromium, Hexavalent by Colorimetric	EPA 7196A	Soil/Aqueous	5	40
Chromium, Hexavalent by IC	EPA 7199	Soil/Aqueous	5	65
Chromium, Hexavalent by IC	EPA 218.6	Soil/Aqueous	5	70
Mercury	EPA 7470A/7471	Soil/Aqueous	5	22
Ferrous Iron	SM 3500FeD	Aqueous	5	35
Alkalinity (as CaCO3)	SM 2320 B	Aqueous	5	12
Anions by IC (Cl,F,Br,NO2,NO3,PO4,SO4) each	EPA 300.0	Aqueous	5	15
Anions Scan by IC (Cl,F,Br,NO2,NO3,PO4,SO4)	EPA 300.0	Aqueous	5	50
Bicarbonate Alkalinity	SM 2320 B	Aqueous	5	12
Biochemical Oxygen Demand (BOD)	SM 5210 B	Aqueous	5	50
Carbon Dioxide	RSK 175	Aqueous	5	65
Carbonate Alkalinity	SM 2320 B	Aqueous	5	12
Chemical Oxygen Demand (COD)	SM5220D	Aqueous	5	25
Chlorine, Residual	SM 4500 Cl F	Aqueous	5	20
COD (Chemical Oxygen Demand)	EPA 410.4	Aqueous	5	20
Conductivity	SM 2510 B	Aqueous	5	7
Dissolved Oxygen	SM 4500 O G	Aqueous	5	75
Ethane, Ethene, & Methane	RSK 175	Aqueous	5	75
Fluoride General	EPA 300.0	Aqueous	5	15
Hardness, as CaCO3	SM 2340 C	Aqueous	5	15
MBAS (Surfactants)	SM 5540 C	Aqueous	5	40

Nitrate Nitrogen	EPA 300.0	Aqueous	5	15

Parameter	Method	Matrix	TAT (bus. days)	Unit Price ($)
Nitrate/Nitrite Nitrogen	EPA 300.0	Aqueous	5	20
Nitrite Nitrogen	EPA 300.0	Aqueous	5	15
Nitrogen, Ammonia	EPA 350.2/350.3/SM 4500 B/C/F	Aqueous	5	50
Nitrogen, Total Kjeldahl (TKN)	SN 4500 N Org B	Aqueous	5	50
Oil & Grease, Total (HEM.)	EPA 1664A	Aqueous	5	50
Percent Moisture	ASTM D2216	Soil	5	12
Perchlorate	EPA 314.0	Aqueous	5	35
Perchlorate	EPA 314.0	Soil	5	60
Perchlorate	EPA 6850/331.0	Soil/Aqueous	10	135
pH	SM 4500 H+B/9045D	Aqueous	5	7
Phosphate, ortho-	SM 4500 P B/E	Aqueous	5	25
Phosphate, ortho-	EPA 365.1	Aqueous	5	45
Phosphate, Total	SM 4500 P B/E	Aqueous	5	25
Phosphate, Total	EPA 365.1	Aqueous	5	30
Salinity	SM 2520B	Aqueous	5	30
Sieve Analysis	ASTM D422	Soil	5	75
Solids, Settleable	SM 2540 F	Aqueous	5	12
Solids, Total Dissolved	SM 2540 C	Aqueous	5	12
Solids, Total Suspended	SM 2540 D	Aqueous	5	12
Sulfate	EPA 300.0	Aqueous	5	15
Sulfide	SM 4500 S2 D	Aqueous	5	20
Sulfide, Dissolved	SM 4500 S2 D	Aqueous	5	20
Sulfide, Reactive	SW846 Ch.7 1	Soil/Aqueous	5	20
Sulfite	SM 4500 SO3	Aqueous	5	35
Total Dissolved Solids (TDS)	SM 2540 C	Aqueous	5	12
Total Inorganic Carbon	EPA 415.1/SM 5310 D	Aqueous	5	40
Total Organic Carbon	EPA 415.1/SM 5310 D	Aqueous	5	30
Total Organic Carbon	EPA 9060A	Soil	5	70
Total Recoverable Petroleum Hydrocarbons by IR	EPA 418.1	Soil/Aqueous	5	40
Turbidity	SM 2130 B	Aqueous	5	12
Ignitability	EPA 1010	Soil/Aqueous	5	30
Corrosivity as pH	EPA 9040/9045	Soil/Aqueous	5	7
Reactive Sulfides/Cyanides	EPA SW-846	Soil/Aqueous	5	25
TCLP Extraction-Zero Headspace Extraction	EPA 1311	Soil/Aqueous	5	90
TCLP Extraction	EPA 1311	Soil/Aqueous	5	30
STLC Extraction	CCR Title 22	Soil/Aqueous	5	30

Parameter	Method	Matrix	TAT (bus. days)	Unit Price ($)

Toxic Organic Compounds by GC/MS SCAN	EPA TO-15 - SCAN	Air	5	125
Toxic Organic Compounds by GC/MS SIM	EPA TO-15 - SIM	Air	10	175
TPH as Gasoline	EPA TO-3	Air	10	50
Fixed Gases Inorganics Includes: Oxygen, Nitrogen, Carbon Monoxide, & Carbon Dioxide.	ASTM D1946	Air	5	75
Summa Canister Rental (One-liter or six-liter, batch certificatio)				30
Summa Canister Rental (SIM or Individual certification)				75
Flow Controller Rental (Soil gas, batch certification)				15
Flow Controller Rental (Indoor Air or Ambient Air, batch certification)				25
Flow Controller Rental (Indoor Air or Ambient Air, SIM certification)				50
Tedlar bags, one liter (purchase)				25
EnCore sampler (price is for each sampler, need 3 for any VOC test, 5 if VOCs + TPHg)				8
5035 Prep Fee for samples submitted in EnCore samplers				10
5035 Field Sampling Kit for VOCs (3 vials)				14
5035 Field Sampling Kit for VOCs (5 vials)				25
Notes:				
Discount from Standard Fee Schedule (for methods not listed above): 20%				
Rush surcharges: 24-hrs 100% (2.0 multiplier), 48-hrs 50% (1.5 multiplier), 3 days 25% (1.25 multiplier), 4 days 15% (1.15 multiplier				
Surcharge for Data Packages: Level III +10%, Level IV +15%				
requested, is 15 working days				

Project Specific Quotes Available

FEE SCHEDULE

KEHOE TESTING & ENGINEERING

CONE PENETRATION TESTING (CPT) SERVICES/PRICING (portal to portal*):

• CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig	280.00/hr
• CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig (Overtime)	320.00/hr
• CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig (Double time)	360.00/hr
• Minimum Call Out for CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig (4 hrs or less)	1,500.00/day

CPT SERVICES/PRICING INCL. PREVAILING WAGE (portal to portal*):

• CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig	420.00/hr
• CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig (Overtime)	480.00/hr
• CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig (Double time)	540.00/hr
• Minimum Call Out for CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig (4 hrs or less)	2,000.00/day

SOIL, GROUNDWATER, VAPOR SAMPLING SERVICES/PRICING (portal to portal*):

• Direct Push, Limited or Track Rig	180.00/hr
• Direct Push, Limited or Track Rig (Overtime)	220.00/hr
• Direct Push, Limited or Track Rig (Double time)	260.00/hr
• Minimum Call Out for Direct Push, Limited or Track Rig (4 hrs or less)	900.00/day

SOIL, GROUNDWATER, VAPOR SAMPLING INCL. PREVAILING WAGE (portal to portal*):

• Direct Push, Limited or Track Rig	300.00/hr
• Direct Push, Limited or Track Rig (Overtime)	360.00/hr
• Direct Push, Limited or Track Rig (Double time)	420.00/hr
• Minimum Call Out for Direct Push, Limited or Track Rig (4 hrs or less)	1,300.00/day

OTHER SERVICES/PRICING:

• Seismic Shear Wave Measurements w/ CPT Rig	30.00/ea
• Pore Pressure Dissipation Testing w/ CPT Rig (no charge w/ daily rate)	no charge
• Pore Pressure Dissipation Testing w/ CPT Rig (no charge w/ daily rate, incl. Prevailing Wage)	no charge
• Concrete Coring (up to 8" thick)	150.00/core
• Per Diem/Two Man	400.00/nt
• Cancellation Fee (less than 24 hrs notice given)	300.00/ea

MATERIALS:

• Acetate Liners (1" dia x 2' length)	3.00/ea
• Acetate Liners (1 ¾" dia x 4' length)	4.50/ea
• PVC Blank (3/4" or 1" dia), Flush Threaded	3.50/ft
• PVC Screen (3/4" or 1" dia), Flush Threaded	4.00/ft
• PVC Caps	1.00/ea
• Bentonite Granules / Portland Cement / Concrete / Sand / Asphalt Patch	15.00/ea
• Bentonite Grout	30.00/ea
• Waste Drum (55 gallon)	50.00/ea
• Polyethylene Tubing for Groundwater (3/8" dia) & Vapor Sampling (1/4" dia)	.25/ft
• Nylon (NylaFlow) Tubing for Vapor Sampling (1/4" dia)	.75/ft
• Teflon Tubing for Vapor Sampling (1/4" dia)	2.00/ft
• Vapor Valves	3.25/ea
• Vapor Filter/Implant (1/4" Polypropolene)	2.00/ea
• Disposable Steel Tips for Groundwater Sampling / Vapor Sampling	10.00/ea
• Other Materials	(cost + 15%)

* Portal to portal time includes travel time & loading/unloading equipment. It is also included in total hours estimated.
** All unit prices are subject to change. Must call for an estimate based on a specific scope of work.

(Rev.02/11/20-1)

2020 Fee Schedule
(Geophysical/Utility Locating Services)

SubSurface Surveys & Associates, Inc.
2075 Corte Del Nogal, Suite W | Carlsbad, California 92011
Office: (760) 476-0492
Fax: (760) 476-0493

Description	Billing Unit	Non-Prevailing Wage[1]	Prevailing Wage[1]
Geophysical Services			
Basic Geophysical Surveying* (Cost of Crew)	Hourly	$ 280.00	$ 325.00
Advanced Geophysical Surveying** (Cost of Crew)	Hourly	$ 325.00	$ 430.00
Vibration/Blast Monitoring (Cost of Crew)	Hourly	$ 120.00	$ 120.00
Rebar/Post-Tension Delineation (Cost of Crew)	Hourly	$ 210.00	$ 250.00

*Basic geophysical surveying includes: borehole clearance, utility locating, abandoned oil well and UST detection and locating, Ground Penetrating Radar, Electro-Magnetic, Magnetic and VLF surveys, soil resistivity surveys using the Wenner four electrode array.

**Advanced geophysical surveying includes: seismic surveys (refraction and reflection, surface, down-hole, and cross-hole), Electrical Resistivity Imaging Surveys using the STING.

Description	Billing Unit	Amount	Amount
Mobilizations Within Service Area			
Basic Geophysical Surveying[4]	Daily	$ 280.00	$ 280.00
Advanced Geophysical Surveying[4]	Daily	$ 400.00	$ 400.00
Blast/Vibration Monitoring/Rebar/PT Surveying[4]	Daily	$ 240.00	$ 240.00
Mobilizations Outside Service Area (Driving)			
Basic Geophysical Surveying[4]	Hourly	$ 176.00	$ 175.00
Advanced Geophysical Surveying[4]	Hourly	$ 225.00	$ 225.00
Blast/Vibration Monitoring/Rebar/PT Surveying[4]	Hourly	$ 150.00	$ 150.00
Other Costs			
Weekend, Nighttime[2]	Lump Sum	25% Increase	25% Increase
Overtime[3]	Lump Sum	25% Increase	25% Increase
Presite Visits	Hourly	$ 60.00	$ 60.00
Per Diem (Only charged for out of town projecgs)	Night/person	$140.00	$140.00
Seismic Tomography Processing	Per Line	$ 100.00	$ 100.00

Footnotes

[1]All costs are a turnkey rate, including a professional report with appropriate graphics

[2]Nighttime rates will be applied to all field hours and mobilization rates during the times of 6:00pm to 6:00am.

[3]Overtime rates will be applied to all field hours in excess of 8 field hours worked in any one day.

[4]Mobilization to project sites located within 2 hours of Carlsbad, CA

MASTER AGREEMENT FOR AS NEEDED MATERIALS TESTING SERVICES
TWINING, INC.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between the CITY OF CARLSBAD, a municipal corporation, hereinafter referred to as "City", and TWINING, INC., a California corporation, hereinafter referred to as "Contractor."

RECITALS

A. City requires the professional services of an engineering firm that is experienced in materials testing.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as needed materials testing services.

D. Contractor has submitted a proposal to City under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The City Manager may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by City and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by the City Manager or the Division Director as authorized by the City Manager ("Director"). The City Manager or Director will give allowance for documented and substantiated unforeseeable and unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused

by City inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Six Hundred Thousand Dollars ($600,000)** per Agreement year. If the City extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2%, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, City shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for City, the City Manager or Director, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys

fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the city.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement are:

For City:		For Contractor:	
Name	Jennifer Chapman	Name	Andrew Suarez
Title	Contract Administrator	Title	Project Manager
Dept	Public Works/CM&I	Address	2883 East Spring Street
	CITY OF CARLSBAD		Long Beach, CA 90806
Address	1635 Faraday Avenue	Phone	858-974-3750
	Carlsbad, CA 92008	Email	asuarez@twininginc.com
Phone	760-602-2735		

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City at the address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

TWINING, INC., a California corporation

By:

Robert Hathaway
(sign here)

Bob Hathaway, CFO
(print name/title)

By:

Edward M. Twining Jr.
(sign here)

Edward M. Twining, Jr., Chairman
(print name/title)

CITY OF CARLSBAD, a municipal corporation of the State of California

By:

Matt Hall, Mayor

ATTEST:

Barbara Engleson, City Clerk

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CITY OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, City Attorney

BY: _____
Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed materials testing services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto. For field services, the client will be charged for the hours actually worked in 2, 4, 6 and 8 hour increments.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

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Schedule of Fees

Personnel Rates: Per Hour Unless Otherwise Noted

Task Code	Engineering and Consulting Personnel	Rate
10026	Senior Principal Advisor/Consultant	$ 300.00
10001	Principal Engineer/Geologist	$ 200.00
10017	Metallurgical Engineer	$ 190.00
70000	Registered Geotechnical Engineer	$ 195.00
10010	Technical Advisor	$ 195.00
10011	Material Scientist, Welding/NDT Consultant	$ 205.00
70003	Registered Geologist/Certified Engineering Geologist	$ 165.00
10003	Senior Engineer/Geologist	$ 175.00
10009	Registered Civil Engineer	$ 170.00
60003	Roofing/Waterproofing Consultant	$ 195.00
10013	Project Engineer/Manager	$ 135.00
30000	Quality Control Manager	$ 155.00
10005	Senior Staff Engineer/Geologist	$ 150.00
10007	Staff Engineer/Geologist	$ 145.00
10015	Quality Control Administrator	$ 135.00
10019	Metallurgical Technician	$ 110.00
90001	CADD Operator/Draftsperson	$ 97.00
70107	Field Supervisor	$ 130.00
91030	Safety Supervisor	$ 130.00
20000	Laboratory Manager	$ 115.00
98000	Laboratory Technician	$ 95.00
90005	Expert Witness Testimony	$ 525.00
91010	Qualified SWPPP Developer	$ 150.00
91000	Qualified SWPPP Practitioner	$ 135.00
30001	Vibration Engineer	$ 175.00

Task Code	Field Inspection Personnel	Rate
10101	Concrete/Reinforced Steel Inspector	$ 100.00
10103	Prestressed/Post Tensioned Inspector	$ 100.00
10105	Concrete ICC Inspector	$ 100.00
10109	Drilled-In-Anchor Inspector	$ 100.00
10111	Gunite/Shotcrete Inspector	$ 100.00
10113	Masonry Inspector	$ 100.00
10201	Structural Steel/Welding Inspector	$ 100.00
10203	AWS Certified Welding Inspector	$ 100.00
10207	Fireproofing Inspector	$ 100.00
10501	Lead Inspector	$ 110.00
10115	Firestop Special Inspector - IFC Premier	$ 110.00
10117	Firestop Special Inspector - IQP	$ 110.00
70109	L.A. Deputy Grading Inspector	$ 120.00
75001	Asphalt Field and Plant Inspector/Technician	$ 100.00
70103	Pile Driving Inspector	$ 100.00
70101	Soils Technician	$ 100.00
10107	Concrete Quality Control (ACI/Caltrans Technician)	$ 100.00
10122	Wood Framing Inspector	$ 100.00
60001	Roofing/Waterproofing Inspector	$ 122.00
10515	Mechanical Inspector	$ 140.00
10519	Electrical Inspector	$ 140.00
10521	Plumbing Inspector	$ 140.00
10523	Building Inspector	$ 135.00
30002	Vibration Monitoring Technician	$ 108.00
50003	Field Engineering Technician	$ 120.00

Task Code	Shop Inspection Personnel	Rate
10301	Structural Steel Fabrication Inspector	$ 110.00
10309	Batch Plant Quality Control Technician/Inspector	$ 110.00
10325	Glue-Laminated Fabrication Inspector	Quotation
10328	Pre-Cast Concrete/Pipe Fabrication Inspector	$ 116.00

Task Code	Non-Destructive Testing Personnel	Rate
10401	NDE Ultrasonic Testing Technician	$ 115.00
10403	NDE Magnetic Particle Testing Technician	$ 115.00
10405	NDE Dye Penetrant Testing Technician	$ 115.00
10305	Combination NDE Technician/Welding Inspector	$ 115.00
10409	Radiographic Testing (crew of 2)	$ 315.00
10020	NDE Engineer	$ 180.00

Task Code	Equipment Usage (Daily Unless Otherwise Noted)	Rate
95318	Skidmore	$ 40.00
95309	Torque Wrench, Small	$ 15.00
95312	Torque Wrench, Large	$ 25.00
95315	Torque Multiplier	$ 40.00
95321	Air Meter	$ 20.00
95324	Brass Mold	$ 20.00
95343	Nuclear Gauge (Per Hour)	WAIVED
95333	Pull Test Equipment	$ 60.00
95348	Concrete/Asphalt Coring Equipment	$ 250.00
95327	Pachometer	$ 55.00
95336	Floor Flatness (Dipstick)	$ 45.00
95330	Schmidt Hammer	$ 20.00
95341	Vapor Emission Test Kits	$ 30.00
95342	Relative Humidity Probe	$ 60.00
95339	UPV (Ultrasonic Pulse Velocity) Meter	$ 350.00
95351	Fireproofing Adhesion/Cohesion (Per Test)	$ 35.00
95300	A Scan Ultrasonic Equipment and Consumables	$ 75.00
95303	Magnetic Particle Equipment and Consumables	$ 40.00
95306	Liquid Penetrant Consumables	$ 35.00
95307	Phased Array Ultrasonic Equipment (Per Hour)	$ 60.00
95347	Ground Penetrating Radar	$ 300.00
95345	Impact Echo	$ 350.00
95362	Ultrasonic Tomography	$ 450.00
95349	Inertial Profiler (Per Hour)	$ 260.00
95357	Project Dedicated Vehicle	$ 110.00
95364	Roller Compacted Concrete Vibrating Hammer/Tampling Plate	$ 70.00
95367	Half-cell Potential Equipment Set	$ 350.00
95368	Concrete Electrical Resistivity Meter	$ 160.00
95369	Field Hardness (Steel)	$ 100.00
95370	Coating Thickness Gauge	$ 100.00
95371	Temperature Control Curing Box (Per Month)	$ 450.00
95372	Temperature Matching Curing Box (Per Month)	$ 520.00

Task Code	Specimen Pick-Up	Rate
20102	Standard Sample: Concrete Cylinders (Each)	WAIVED,
20101	Standard Sample: Mortar/Grout Cubes and Cores, Fireproofing, Rebar, and Epoxy Prisms (Each)	WAIVED
20103/ 20104	Oversize Sample: Masonry Prisms, Shotcrete Panels, Flexural Beams (Each)	$ 50.00
20107	Technician for Specimen Pick-Up Not Listed Above (Per Hour, 2-Hour Minimum)	$ 95.00
20109	Technician for Specimen Pick-Up Before 5:00 a.m. or After 5:00 p.m. Monday thru Friday, or All Day Saturday (Per Hour, 2-Hour Minimum Plus Mileage)	$ 120.00

Task Code	Jobsite Trailer, Mobile or On-site Laboratory	Rate
95360	Mobile laboratory for rapid strength concrete (per shift not exceeding 12 hours) All others by quotation	$ 450.00

Task Code	Concrete Tests (Field Made Specimens)	Rate
20201	6" x 12" Cylinder: Compression Strength (ASTM C39)	$ 25.00
20202	4" x 8" Cylinder: Compression Strength (ASTM C39)	$ 25.00
20203	Density of Structural Lightweight Concrete Equilibrium or Oven Dry Method (ASTM C567)	$ 77.00
20205	Core Compression including Trimming (ASTM C42)	$ 62.00
20207	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523)	$ 85.00
20209	Splitting Tensile Strength (ASTM C496)	$ 90.00
20211	Modulus of Elasticity Test (ASTM C469)	$ 240.00
80003	Rapid Chloride Permeability Test: Cylinders or Cores (ASTM C1202)	$ 490.00
80006	Density, Absorption, and Voids in Hardened Concrete (ASTM C642)	$ 450.00

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Task Code	Concrete Tests (Field Made Specimens), Continued	Rate
40005	Flexural Toughness (ASTM C1609, Formerly ASTM C1018)	$ 800.00
40006	Double Punch Strength of Fiber Reinforced Concrete	$ 450.00
40009	Coefficient of Thermal Expansion of Concrete (CRD 39, AASHTO T336)	$ 500.00

Task Code	Concrete Specimen Preparation	Rate
20151	Sawing of Specimens (Each)	$ 32.00
20157	Coring of Specimens in Lab (Each)	$ 32.00

Task Code	Laboratory Trial Batch: Concrete, Cement and Mortar	Rate
30217	Compression Test Cylinders Made and Tested in Laboratory (ASTM C192, C35)	$ 50.00
30219	6" x 6" x 18" Flexural Beams Made and Tested in Laboratory (ASTM C192, C78)	$ 90.00
30223	Splitting Tensile Strength Cylinders Made and Tested in Laboratory (ASTM C192, C496)	$ 110.00
30225	Modulus of Elasticity Test Cylinders Made and Tested in Laboratory (ASTM C192, C469)	$ 260.00
30227	Density of Structural Lightweight Concrete Made in the Laboratory, Equilibrium or Oven Dry Method (ASTM C567)	$ 95.00
30201	Laboratory Trial Batch (ASTM C192)	$ 475.00
30203	Laboratory Trial Batch: Packaged Dry Concrete Including Verification of Slump, Air Content, Plastic Unit Weight, Six Cylinders for Compressive Strength (ASTM C387 and C192)	$ 950.00
30205	Drying Shrinkage Up to 28 Days: Three 3" x 3" or 4" x 4" Bars, Five Readings up to 28 Dry Days (ASTM C157)	$ 490.00
30230	Additional Reading, Per Set of Three Bars	$ 45.00
30231	Storage over Ninety (90) Days, Per Set of Three Bars, Per Month	$ 30.00
30207	Setting Time Up to 7 Hours (ASTM C403)	$ 130.00
30209	Bleeding (ASTM C232)	$ 130.00
30229	Concrete Restrained Expansion (ASTM C878)	$ 520.00
30211	Mix, Make and Test Mortar or Grout Specimens for Compressive Strength: Set of 6 (ASTM C878)	$ 450.00
20263	Non-Shrink Grout: Height Change after Final Set (ASTM C1090)	$ 450.00
20265	Non-Shrink Grout: Height Change at Early Age (ASTM C827)	$ 800.00
30232	Cracking Resistance, Set of Three Rings, Laboratory Trial Batching, Test Until Cracking or up to 28 Days (ASTM 1581)	$ 5,000.00
30233	Evaluation of Pre-Packaged Masonry Mortars (ASTM C270)	$ 1,100.00
30234	Creep, ASTM C512 (One Age of Loading, 12 Months Duration of Testing)	$ 7,000.00

Task Code	Chemical Analysis and Petrographic Examination of Concrete	Rate
80123	Chemical Analysis for Acid Soluble Chlorides (ASTM C1152) (includes sample prep)	$ 250.00
80193	Chloride Diffusion Coefficient of Cementitious Mixtures by Bulk Diffusion (ASTM C1556)	$ 2,200.00
80129	Petrographic Examination of Hardened Concrete (ASTM 856) (Comprehensive)	$ 1,700.00

Task Code	Physical and Chemical Analysis of Cement	Rate
80195	Physical Testing and Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	$ 1,200.00
80100	Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	$ 650.00
80103	Physical Testing of Portland Cement per Standard Requirements (ASTM C150)	$ 650.00
80194	Physical Testing of Type K Cement, Mortar Expansion (ASTM C806)	$ 650.00
80106	Partial Analysis or Specific Physical Tests	Quotation
80110	Sulfates Resistance of Hydraulic Cement (ASTM C1012) - 6 months	$ 2,400.00
80111	Sulfates Resistance of Hydraulic Cement (ASTM C1012) - 12 months	$ 2,600.00

Task Code	Physical and Chemical Analysis of Fly Ash	Rate
80140	Chemical Analysis of Fly Ash per Standard Requirements (ASTM C618)	$ 650.00
80143	Physical Testing of Fly Ash per Standard Requirements (ASTM C618)	$ 650.00
80146	Partial Analysis or Specific Physical Tests	Quotation
80147	Chemical Analysis and Physical Testing of Fly Ash per Standard Requirements (ASTM C1618)	$ 1,100.00

Task Code	Physical Testing of Chemical Admixtures for Concrete	Rate
80196	Qualification of Admixture per ASTM C494	Quotation

Task Code	Soils and Aggregate Tests	Rate
30503	Abrasion: LA Rattler (ASTM C131)	$ 195.00
30505	Abrasion: LA Rattler (ASTM C535)	$ 195.00
70301	Atterberg Limits/Plasticity Index (ASTM D4318, CTM204)	$ 150.00
70303	California Bearing Ratio Excluding Maximum Density (ASTM D1883): Soil	$ 550.00
70304	California Bearing Ratio Excluding Maximum Density (ASTM D1883): Cement-Treated Soil	$ 650.00
70344	Cement-Treated Soil/Base Mix Design: includes three trial cement contents with three unconfined compressive strength specimens per cement content	$ 3,200.00
70305	Chloride and Sulfate Content (CTM 417, CTM 422)	$ 150.00
30403	Clay Lumps and Friable Particles (ASTM C142)	$ 175.00
30321	Cleanness Value: 1" x #4 (CTM 227)	$ 175.00
30322	Cleanness Value: 1.5" x .75" (CTM 227)	$ 275.00
70393	Collapse Potential/Index (ASTM D5333)	$ 175.00
70396	Compressive Strength of Molded Soil-Cement Cylinders (ASTM D1633)	$ 105.00
70309	Consolidation Test: Full Cycle (ASTM 2435, CTM 219)	$ 195.00
70311	Consolidation Test: Time Rate per Load Increment (ASTM D2435, CTM 219)	$ 45.00
70313	Corrosivity Series: Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422)	$ 245.00
70315	Crushed/Fractured Particles (ASTM D5821, CTM 205)	$ 175.00
70317	Direct Shear Test: Remolded and/or Residual (ASTM D3080)	$ 245.00
70319	Direct Shear Test: Undisturbed - Slow [CD] (ASTM D3080)	$ 225.00
70321	Direct Shear Test: Undisturbed - Fast [CU] (ASTM D3080)	$ 195.00
70378	Durability Index: Per Method - A,B,C, or D (CTM 229, ASTM D3744)	$ 210.00
70325	Expansion Index (ASTM D4829, UBC 18-2)	$ 150.00
75004	Fine Aggregate Angularity (AASHTO T304, ASTM C1252, CTM 234)	$ 190.00
30507	Flat and Elongated Particle (ASTM D4791)	$ 225.00
30508	Flat or Elongated Particle (ASTM D4791)	$ 195.00
70331	Maximum Density: Methods A/B/C (ASTM D1557, D698, CTM 216)	$ 175.00
70333	Maximum Density: Check Point (ASTM D1557, D698)	$ 65.00
70335	Maximum Density: AASHTO C [Modified] (AASHTO T-180)	$ 195.00
70337	Moisture Content (ASTM D2216,CTM 226)	$ 25.00
70339	Moisture and Density: Ring Sample (ASTM D2937)	$ 30.00
70341	Moisture and Density: Shelby Tube Sample (ASTM D2937)	$ 40.00
70340	Moisture-Density Relations of Soil-Cement Mixtures Premixed in the Field (ASTM D558)	$ 275.00
70342	Moisture-Density Relations of Soil-Cement Mixtures Mixed in the Lab (ASTM D558)	$ 350.00
30401	Organic Impurities (ASTM C40, CTM 213)	$ 90.00
70343	Permeability (ASTM D5084)	Quotation
80001	Potential Reactivity: Chemical Method (ASTM C289 - Discontinued Method)	$ 525.00
70394	Potential Reactivity: Mortar Bar Expansion Method, 14-Day Exposure (ASTM C1260)	$ 825.00
70391	Potential Reactivity: Mortar Bar Expansion Method, 28-Day Exposure (ASTM C1260)	$ 875.00
70398	Potential Reactivity: Concrete Bar Expansion, Method (ASTM C1293), 12 month	$ 2,600.00
70399	Potential Reactivity: Concrete Bar Expansion, Method (ASTM C1293), 24 month	$ 2,800.00

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Task Code	Soils and Aggregate Tests, Continued	Rate
70397	Potential Reactivity of Aggregate Combination, 14-Day Exposure, Mortar (ASTM C1567)	$ 950.00
70392	Potential Reactivity of Aggregate Combination, 28-Day Exposure, Mortar (ASTM C1567)	$ 1,000.00
70345	R-Value: Soil (ASTM 2844, CTM 301)	$ 375.00
70347	R-Value: Aggregate Base (ASTM D2844, CTM 301)	$ 400.00
70349	Sand Equivalent (ASTM D2419, CTM 217)	$ 125.00
70351	Sieve #200 Wash Only (ASTM D1140, CTM 202)	$ 90.00
70353	Sieve with Hydrometer: 3/4" Gravel to Clay (ASTM D422, CTM 203)	$ 250.00
70355	Sieve with Hydrometer: Sand to Clay (ASTM D422, CTM 203)	$ 240.00
70357	Sieve Analysis Including Wash (ASTM C136, CTM 202)	$ 140.00
70359	Sieve Analysis Without Wash (ASTM C136, CTM 202)	$ 100.00
70360	Sieve Analysis: Split Sieve (ASTM C136, CTM 202)	$ 200.00
70361	Sieve Analysis Without Wash: With Cobbles (ASTM C136, CTM 202)	$ 225.00
70363	Soundness: Sodium or Magnesium Sulfate, 5 Cycles (ASTM C88)	$ 450.00
70365	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206)	$ 100.00
70367	Specific Gravity and Absorption: Fine (ASTM C128, CTM 207)	$ 165.00
70369	Swell/Settlement Potential: One Dimensional (ASTM D4546)	$ 105.00
70371	Triaxial	Quotation
70373	Unconfined Compression (ASTM D2166, CTM 221)	$ 135.00
30317	Unit Weight Per Cubic Foot (ASTM C29, CTM 212)	$ 125.00
30319	Voids in Aggregate with Known Specific Gravity (ASTM C29, CTM 212)	$ 125.00
30411	Lightweight Particle: Coarse (ASTM C123)	$ 400.00
30412	Lightweight Particle: Fine (ASTM C123)	$ 400.00

Task Code	Asphalt Concrete Tests	Rate
75031	HMA Mixing and Preparation	$ 125.00
75032	HMA Mixing and Preparation with Aggregate Treatment	$ 175.00
75033	Bulk Specific Gravity of Compacted Sample or Core: SSD (CTM 308C and ASTM D2726)	$ 55.00
75036	Bulk Specific Gravity of Compacted Sample or Core: Parafin Coated (CTM 308A and ASTM D1188)	$ 80.00
75040	Emulsion Residue, Evaporation (ASTM D244)	$ 150.00
75024	Extraction: % Bitumen (CTM 382, ASTM D6307)	$ 150.00
75027	Extraction: % Bitumen and Gradation (CTM 382, CTM 202, ASTM D6307, ASTM D5444)	$ 200.00
75028	Extraction: % Bitumen, Correction Factor (CTM 382, ASTM D6307)	$ 350.00
75030	Chemical Extraction: % Bitumen and Sieve Analysis (ASTM D2172 Method A or B, ASTM D5444)	$ 245.00
75042	Lab Tested Maximum Density: Hveem, 3 briquettes (CTM 304, CTM 308, ASTM D1561, ASTM D1188)	$ 200.00
75057	Hveem Stabilometer Test, Premixed, 3 briquettes (CTM 304, CTM 366, ASTM D1560, ASTM D1561)	$ 200.00
75048	Lab Tested Maximum Density: Marshall, 3 briquettes (ASTM D6926,ASTM D2726)	$ 210.00
75049	Lab Tested Maximum Density: Marshall 6" Specimen, 3 briquettes (ASTM D5581, ASTM D2726)	$ 215.00
75050	Lab Tested Maximum Density: Superpave Gyratory Compacted Briquette, SSD, 1 briquette (ASTM D6925, ASTM D2726)	$ 80.00
75052	Lab Tested Maximum Density: Superpave Gyratory Compacted Briquette, Parafin, 1 briquette (ASTM D6925, ASTM D1188)	$ 90.00
75051	Maximum Theoretical Specific Gravity [RICE] (CTM 309, ASTM D2041)	$ 150.00
75066	Marshall Stability and Flow, Cored Sample, each (ASTM D6927)	$ 80.00
75069	Marshall Stability and Flow, Premixed, 3 briquettes (ASTM D6926, ASTM D6927)	$ 230.00
75106	Marshall Stability and Flow, Gyratory Compacted Specimen Pre-Mixed, 3 briquettes (ASTM D6925, ASTM D5581)	$ 230.00
75107	Marshall Stability and Flow 6" Specimen, Premixed, 3 briquettes (ASTM D5581)	$ 230.00
75063	Moisture Content (CTM 370)	$ 85.00

Task Code	Asphalt Concrete Tests, Continued	Rate
75005	Wet Track Abrasion Test (ASTM D3910)	$ 160.00
75093	Hveem Mix Design (Excluding Aggregate Quality Tests)	$ 3,400.00
75096	Hveem Mix Design, with RAP (Excluding Aggregate Quality Tests, RAP Qualification)	$ 3,800.00
75099	Hveem Mix Design, with Lime (Excluding Aggregate Quality Tests)	$ 3,800.00
75094	Hveem Mix Design Caltrans Untreated Mix (Including Aggregate Quality Tests)	$ 4,650.00
75095	Hveem Mix Design Caltrans Lime Treated Mix (Including Aggregate Quality Tests)	$ 4,650.00
75084	Marshall Mix Design (Excluding Aggregate Quality Tests)	$ 3,400.00
75087	Marshall Mix Design with RAP (Excluding Aggregate Quality Tests)	$ 3,800.00
75090	Marshall Mix Design with Lime (Excluding Aggregate Quality Tests)	$ 3,800.00
75083	Open Grade Asphalt Concrete Mix Design (CTM 368, ASTM D7064)	$ 1,700.00
75109	Superpave Mix Design (Excluding Aggregate Quality Tests)	$ 4,900.00
75113	Superpave Mix Design, with RAP (Excluding Aggregate Quality Tests)	$ 6,500.00
75075	Effect of Moisture on Asphalt Paving Mixtures, Pre-Mixed (AASHTO T283, ASTM D4867)	$ 1,000.00
75111	Hamburg Wheel Track Test, 20,000 passes, 4 briquettes (AASHTO T324)	$ 1,100.00
75039	Raveling Test of Cold Mixed Emulsified Asphalt (ASTM D7196)	$ 200.00
75067	Marshall Stability, wet set, 3 replicates (AASHTO T245)	$ 350.00
75068	Marshall Stability, dry set, 3 replicates (AASHTO T245)	$ 300.00
75070	Cold Recycled Asphalt Mix Design: 2 gradings each, 3 emulsion content (Caltrans LP-8)	$ 10,500.00
75114	Superpave Mix Design, with Rubber (Excluding Aggregate Quality Tests)	$ 6,600.00
75115	Superpave Mix Design, with Additives (Excluding Aggregate Quality Tests)	$ 5,790.00

Task Code	Brick Masonry Tests, ASTM C67	Rate
20301	Modulus of Rupture: Flexural	$ 75.00
20303	Compression Strength	$ 55.00
20305	Absorption: 5 Hour or 24 Hour	$ 60.00
20307	Absorption (Boil): 1, 2 or 5 Hours	$ 70.00
20309	Initial Rate of Absorption	$ 50.00
20311	Efflorescence	$ 70.00
20313	Cores: Compression	$ 65.00
20315	Shear Test on Brick Cores: 2 Faces	$ 90.00

Task Code	Concrete Block, ASTM C140	Rate
20321	Compression	$ 85.00
20323	Absorption/Moisture Content/Oven Dry Density	$ 85.00
20327	Linear Shrinkage (ASTM C426)	$ 225.00
20335	Web and Face Shell Measurements	$ 45.00
20329	Tension Test	$ 155.00
20331	Core Compression	$ 65.00
20333	Shear Test of Masonry Cores: 2 Faces	$ 85.00
20339	Efflorescence Tests	$ 45.00

Task Code	Masonry Prisms, ASTM C1314	Rate
20341	Compression Test: Composite Masonry Prisms Up To 8" x 16"	$ 185.00
20343	Compression Test: Composite Masonry Prisms Larger Than 8" x 16"	$ 245.00
20346	Prism Cord Modulus of Elasticity	$ 525.00
20347	Prism Cord Modulus of Elasticity with Transverse Strain (for double-wythe specimen)	$ 650.00

Task Code	Mortar and Grout	Rate
20351	Compression: 2" x 4" Mortar Cylinders (ASTM C780)	$ 55.00
20353	Compression: 3" x 3" x 6" Grout Prisms, Includes Trimming (ASTM C119)	$ 37.00
20355	Compression: 2" Cubes (ASTM C109)	$ 55.00
20357	Compression: Cores (ASTM C42)	$ 65.00

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Task Code	Masonry Specimen Preparation	Rate
20155	Cutting of Cubes or Prisms	$ 65.00

Task Code	Fireproofing Tests	Rate
20401	Oven Dry Density (ASTM E605)	$ 65.00

Task Code	Gunite and Shotcrete Tests	Rate
20361	Core Compression Including Trimming (ASTM C42)	$ 65.00
20365	Compression: Cubes (Includes Saw Cutting)	$ 85.00

Task Code	Concrete Roof Fill: Gypsum, Vermiculite, Perlite, Lightweight Insulating Concrete, Etc.	Rate
20371	Compression Test (ASTM C495 and C472)	$ 47.00
20373	Air Dry Density (ASTM C472)	$ 37.00
20379	Oven Dry Density (ASTM C495)	$ 62.00

Task Code	Reinforcing Steel, ASTM A615, A706	Rate
20501	Tensile Test: # 11 or Smaller	$ 60.00
20503	Bend Test: # 11 or Smaller	$ 55.00
20504	Bend Test #14 or #18	$ 325.00
20505	Tensile Test: # 14	$ 225.00
20507	Tensile Test: # 18	$ 325.00

Task Code	Reinforcing Steel - Welded or Coupled Specimens	Rate
20521	Tensile Test: Welded/Coupled #11 and Smaller	$ 70.00
20523	Tensile Test: Welded/Coupled #14	$ 250.00
20525	Tensile Test: Welded/Coupled #18	$ 375.00
20529	Weld: Macroetch	$ 75.00
20531	Slippage Test - Caltrans (CTM 670)	$ 190.00
20532	Tensile Test: Welded Hoops #11 and Smaller	$ 145.00

Task Code	Metal and Steel Testing	Rate
20601	Tensile Strength: Up to 100K Pounds (Each)	$ 60.00
20603	Tensile Strength: Up to 200K Pounds (Each)	$ 70.00
20605	Tensile Strength: Up to 300K Pounds (Each)	$ 85.00
20607	Tensile Strength: Up to 400K Pounds (Each)	$ 135.00
20609	Tensile Strength: 400K to 600K Pounds (Each)	$ 325.00
20611	Tensile Strength: Stress-Strain Percent Offset	$ 170.00
20545	Weld: Macroetch	$ 75.00
20547	Weld: Fracture	$ 40.00
20615	Bend Test	$ 55.00
20617	Flattening Test	$ 70.00
20619	Hardness Test (ASTM E18)	$ 80.00
20630	Bolt: Axial Tensile Test (Up to 7/8" diameter)	$ 45.00
20631	Bolt: Wedge Tensile Test (Up to 7/8" diameter)	$ 60.00
20632	Bolt: Axial Tensile Test (Greater than 7/8" up to 1" diameter)	$ 65.00
20633	Bolt: Wedge Tensile Test (Greater than 7/8" up to 1" diameter)	$ 80.00
20634	Bolt: Axial Tensile Test (Greater than 1" diameter)	Quotation
20635	Bolt: Wedge Tensile Test (Greater than 1" diameter)	Quotation
20636	Bolt: Proof Load Test (Up to 7/8")	$ 70.00
20637	Bolt: Proof Load Test (Greater than 7/8" up to 1" diameter)	$ 90.00
20638	Bolt: Proof Load Test (Greater than 1")	Quotation
20639	Nut: Proof Load Test (Up to 7/8")	$ 50.00
20640	Nut: Proof Load Test (Greater than 7/8" up to 1" diameter)	$ 70.00
20641	Nut: Proof Load Test (Greater than 1")	Quotation

Task Code	Chemical Testing of Metal and Steel	Rate
80170	Steel Chemical Analysis	$ 155.00
80173	Weight of Galvanized Coating (ASTM A90)	$ 75.00
80176	Epoxy Coating Thickness	$ 80.00

Task Code	Machining and Preparation of Tensile and Bend Sample: Carbon Steel	Rate
20751	Machinist: Initial Preparation from Mock-up, Etc. (Per Hour)	$ 95.00
20753	Sawcut to Overall Width (Per 0.5" Thickness or Fraction Thereof)	$ 50.00
		$ 55.00
20755	Machine to Test Configuration: Milled Specimens	$ 70.00
20757	Machine to Test Configuration: Turned Specimens (Per 0.5" Thickness or Fraction Thereof)	$ 135.00
20759	Prepare Subsize Specimens (Per 0.5" Thickness or Fraction Thereof)	$ 85.00

Task Code	Charpy Impact	Rate
20621	Charpy Impact Ambient Temperature	$ 90.00
20623	Charpy Impact Reduced Temperature	$ 110.00

Task Code	Machining of Charpy Samples: Carbon Steel	Rate
20780	Cutting and Milling (Per 0.5" or Fraction Thereof)	$ 80.00
20783	Final Machining to Sample Configuration	$ 90.00

Task Code	Prestressing Wires and Tendons, (ASTM A416)	Rate
20701	Stress-Strain Analysis: Wire or Strands (Including Chart and Percent Offset)	$ 180.00
20703	Tensile Test Only	$ 135.00
20705	Tendons	

Task Code	Polymer Matrix Composite Materials (Fiberwrap)	Rate
20706	Tensile Strength – Set of 5 Specimens/batch/ direction (ASTM D3039)	$ 1,350.00
20707	Tensile Strength – Additional Specimens (ASTM D3039)	$ 250.00
20708	Heating Chamber Time – Per 24 hr period	$ 95.00

Task Code	Calibration Services and Universal Machine Usage	Rate
20801	Calibration/Verification Services	Quotation
20803	Universal Test Machine Usage (Per Hour)	$ 350.00

Ceramic Tile Testing Division	Rate
The Ceramic Tile Institute of America (CTIOA) and Twining worked together to advance and develop technology designed to enhance the quality of materials and workmanship in the ceramic tile industry. A separate schedule of fees for these services is available upon request.	
Cylic and Fatigue Testing Programs on Special Products/Parts	Quotation
Engineering and Technical supports/Design of Prototypes and Special Test Set-Up	Quotation
Fastener/Coupling Full Testing Program Per New Regulations: Tension, Tension/Bend, Shear, Double Shear, 8 Compressions	Quotation
Fiberglass/Composite Materials Field Testing Program (ASTM D4065, D1143, D4923, D2584, D4476, D1242, D7901, D7921, and D732)	Quotation
Field Testing of Structures and Structural Elements	Quotation
In-Place Shear Testing	Quotation
Materials and/or Product Evaluation Per Specifications	Quotation
Structural Dynamic Testing and Durability Analysis	Quotation

MASTER AGREEMENT FOR AS NEEDED MATERIALS TESTING SERVICES
BARNETT QUALITY CONTROL SERVICES DBA NOVA SERVICES, INC.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between the CITY OF CARLSBAD, a municipal corporation, hereinafter referred to as "City", and BARNETT QUALITY CONTROL SERVICES DBA NOVA SERVICES, INC., a California corporation, hereinafter referred to as "Contractor."

RECITALS

A. City requires the professional services of an engineering firm that is experienced in materials testing.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as needed materials testing services.

D. Contractor has submitted a proposal to City under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The City Manager may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by City and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by the City Manager or the Division Director as authorized by the City Manager ("Director"). The City Manager or Director will give allowance for documented and substantiated unforeseeable and unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused

by City inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Six Hundred Thousand Dollars ($600,000)** per Agreement year. If the City extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2%, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, City shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for City, the City Manager or Director, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys

fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the city.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement are:

For City:		For Contractor:	
Name	Jennifer Chapman	Name	James E. Parker
Title	Contract Administrator	Title	Project Manager
Dept	Public Works/CM&I	Address	4373 Viewridege Avenue, Suite B
	CITY OF CARLSBAD		San Diego, CA 92123
Address	1635 Faraday Avenue	Phone	858-292-7575 x 405
	Carlsbad, CA 92008	Email	jparker@usa-nova.com
Phone	760-602-2735		

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding

upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City at the address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor

and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

BARNETT QUALITY CONTROL SERVICES DBA NOVA SERVICES, INC., a California corporation

By:

Danny Barnett

(sign here)

Danny Barnett, President / CFO

(print name/title)

By:

(sign here)

(print name/title)

CITY OF CARLSBAD, a municipal corporation of the State of California

By:

Matt Hall, Mayor

ATTEST:

Barbara Engleson, City Clerk

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CITY OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, City Attorney

BY: _____
Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed materials testing services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto. For field services, the client will be charged for the hours actually worked in 2, 4, 6 and 8 hour increments.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

FEE SCHEDULE

STAFF			
	NAME	TITLE	HOURLY RATE
1.	James E. Parker, PE	Project Manager/Principal Engineer	$200.00
2.	Matthew S. Bovee, PE	Project Engineer	$155.00
3.	John F. O'Brien, PE, GE	Principal Geotechnical Engineer	$200.00
4.	Melissa Stayner, PG, CEG	Senior Engineering Geologist	$175.00
5.	Wail Mokhtar	Project Engineer	$155.00
6.	Kevin Conner	Laboratory Manager	$ 75.00
7.	Adam Greening	Assistant Laboratory Manager	$ 65.00
8.	Armando Gonzalez	Laboratory Technician	$ 55.00
9.	Rene Solano Jr.	Laboratory Technician/Field Technician	$ 45.00/100.00
10.	Brian Gillespie	Field Technician	$100.00
11.	Dustin Jasper	Field Technician	$100.00
12.	Rick Patton	Field Technician	$100.00
13.	Robert Rocha	Ultrasonic Testing Technician	$104.00

EXPENSES			
	DESCRIPTION	COST	% MARKUP
1.	Coring Two Man Crew	$265.00/day	0
2.	Pachometer (reinforcing steel)	$ 50.00/day	0
3.	Skidmore/Wilhelm	$100.00/day	0
4.	Manometer	$ 50.00/day	0
5.	Schmidt Hammer	$ 25.00/day	0
6.	Technical Drafter (CAD)	$ 85.00/hour	0
7.	Word Processing/Administrative	$ 55.00/day	0
8.	Pick-Up/Delivery within San Diego County	$ 85.00/trip	0
9.	Monthly Electronic Reporting	$325.00/month	0

TRAVEL TIME AND MILEAGE

For projects that are greater than 50 miles from NOVA's Office, $0.85/per excess mile to and from the project will be charged for inspectors and technicians.

EXPENSES AND OUTSIDE SERVICES

Outside services not included in this fee schedule (samples sent to outside laboratory for testing, samples sent to outside fabricator or machine shop, equipment and subcontractors) are all charged at cost plus 10%. Per Diem (meals only) charged at $65 per day.

FEE SCHEDULE

Based on CA DIR Determination SD-23-63-3-2019-1D – Expiration Date 6/30/2020.

LABORATORY TESTING		
Test	**ASTM/Caltrans**	**Fee**
Soil and Aggregate, Primary Testing		
Compaction Curve, Modified, 6"	D 1557	$195.00
Compaction Curve, Modified, 4"	D 1557	$190.00
Compaction Curve, Standard, 6"	D 698	$195.00
Compaction Curve, Standard, 4"	D 698	$190.00
Compaction Check Point		$ 75.00
California Impact	CT-216	$220.00
Oversize Rock Correction	D 4718	$ 70.00
Sieve Analysis, with Wash	C 136, CT-202	$130.00
Sieve Analysis, coarse, w/o Wash	C 136, CT-202	$ 55.00
Sieve Analysis, fine with Hydrometer	D 422, CT-203	$210.00
#200 Sieve Wash	D 1140	$ 85.00
Specific Gravity and Absorption, Coarse	C 127, CT-206	$ 75.00
Specific Gravity and Absorption, Fine	C 128, CT-207	$ 85.00
Unit Weight and Voids in Aggregate	C 29, CT-212	$ 65.00
Moisture Content	D 2216	$ 35.00
Moisture Content and Dry Density	D 2937	$ 35.00
Atterberg Limits: PL, LL, PI	D 4318, CT-204	$145.00
Atterberg Limits – NP	D 4318, CT-204	$145.00
Sand Equivalent, Average of Three	D 2418, CT-217	$105.00
Sand Equivalent	D 2418	$ 85.00
Durability Index, Coarse	D 3744, CT-229	$255.00
Durability Index, Fine	D 3744, CT-229	$255.00
Cleanness Value	CT-227	$115.00
Los Angeles Abrasion (LA Rattler)	C 131 / C 535, CT-211	$360.00

Soil, Secondary Testing		
Expansion Index	D 4829, UBC 29-2	$160.00
R-Value	D 2844, CT-301	$250.00
Consolidation, per point	D 2435	$ 65.00
Direct Shear, UU, CD, CU	D 3080	$300.00
Sulfate and Chloride Content		$ 90.00
pH and Resistivity	CT-643	$140.00
Unconfined Compression	D 2166	$110.00

Asphalt Concrete		
Hveem Stability and Unit Weight	D 1560, CT-366	$190.00
Maximum Theoretical Specific Gravity (Rice)	D 2041	$ 85.00
Percent Asphalt – Ignition Oven, no gradation	C 6307, CT-382	$ 85.00
Percent Asphalt with Gradation (ignition oven)	C 6307, CT-382	$180.00
Unit Weight Only (compacted sample or core)	D 2726 / D 1188, CT-308	$ 30.00
Unit Weight Requiring Compaction	D 2726, CT-304 / 308	$100.00
Asphalt Mix Design	AASHTO, Caltrans, Greenbook	Quote
Asphalt Mix Design Review		$165.00

FEE SCHEDULE

LABORATORY TESTING		
Test	**ASTM/Caltrans**	**Fee**
Concrete and Masonry		
Concrete Cylinder Compression Test (4x8, 6x12)	C 39, CT-521	$ 25.00
Compression Test, Mortar, Grout	C 780 / C 1019	$ 35.00
Compression Test, High-Strength Grout	C 109	$ 45.00
Compression Test, Core (includes sample prep)	C 42	$ 65.00
Compression Test, Lightweight Concrete (insulating, fill)	C 495	$ 50.00
Compression Test, Shotcrete Panel, set of four cut cores	C 42	$325.00
Flexural Strength, 6X6 beam	C 78 / C 293	$ 75.00
Unit Weight Fresh Concrete	C 138, CT-518	$ 45.00
Unit Weight, Lightweight Concrete	C 567	$ 75.00
Concrete Trial Batch		Quote
Concrete Mix Design		Quote
Concrete Mix Design Review		$185.00
Moisture Vapor Emission Kits	F1869	$ 30.00
Shotcrete Nozzleman Certification-mock up panel, coring, and grading, per nozzleman.		$1,950.00
Composite Prism Masonry Unit – Compression	ASTM C1314	$155.00
Compression Test, Block	C 140	$ 60.00
Compression Test, Brick	C 67	$ 45.00
Absorption, Unit Weight, and Received Moisture, Masonry Block	C 140	$105.00
Linear Shrinkage, Masonry Block	C 426	$130.00
Masonry Block Conformance (absorption, unit weight, compressive strength)	C 90	$550.00
Masonry Brick Rupture		$ 90.00

Steel and Fireproofing		
Bolt-Nut-Washer Conformance Testing	F 606	$645.00
Bolt-Nut-Washer, Hardness Only	F 606	$125.00
Reinforcing Steel, Tensile Test, < No. 11 bar	A 370	$ 75.00
Reinforcing Steel, Tensile Test, 11 to 18 bar	A 370	$125.00
Reinforcing Steel, Bend Test, 11 bar or smaller	A 370	$ 75.00
Fireproofing – Density Test (template/displacement)	E 605	$ 55.00
Fireproofing Adhesion/Cohesion	E736	$ 10.00
Structural Steel		$240.00

Miscellaneous		
Additional Sample Preparation, per hour		$ 65.00
Lab Technician, per hour		$ 65.00

RESOLUTION NO._____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CARLSBAD MUNICIPAL WATER DISTRICT (CMWD), APPROVING THE EXECUTION OF MASTER SERVICE AGREEMENTS WITH CMWD FOR AS-NEEDED HORIZONTAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES WITH KLEINFELDER CONSTRUCTION SERVICES, INC., INFRASTRUCTURE ENGINEERING CORPORATION, HARRIS & ASSOCIATES, INC., AND VALLEY CM, INC. DBA VALLEY CONSTRUCTION MANAGEMENT; AS-NEEDED VERTICAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES WITH SCHNEIDERCM, INC., GRIFFIN STRUCTURES, INC., KITCHELL/CEM, INC., AND ANSER ADVISORY MANAGEMENT, LLC DBA ANSER ADVISORY; AND AS-NEEDED MATERIALS TESTING SERVICES WITH ATLAS TECHNICAL CONSULTANTS LLC (FORMERLY SCST, INC.), LEIGHTON CONSULTING, INC., TWINING, INC., AND BARNETT QUALITY CONTROL SERVICES DBA NOVA SERVICES, INC.

WHEREAS, the Board of Directors of the Carlsbad Municipal Water District (CMWD) has determined that construction management and inspection service agreements requested by the Public Works Branch, Construction Management & Inspection (CM&I) Department, for CMWD construction projects are necessary on an ongoing, as-needed basis in order to maintain service levels; and

WHEREAS, the purchasing officer authorized competitive negotiations for these services pursuant to Carlsbad Municipal Code Section No. 3.28.070; and

WHEREAS, CMWD solicited, received and reviewed responses to a Request for Qualifications for horizontal construction management and inspection services, vertical construction management and inspection services, and materials testing; and

WHEREAS, based on evaluation of the proposals received, staff recommends that CMWD enter into agreements for horizontal construction management and inspection services with Kleinfelder Construction Services, Inc., Infrastructure Engineering Corporation, Harris & Associates, Inc., and Valley CM Inc. dba Valley Construction Management for an initial agreement term of three years with two possible one-year extensions for a total agreement term of up to five years; and

WHEREAS, based on evaluation of the proposals received, staff recommends CMWD enter into agreements for vertical construction management and inspection services with SchneiderCM, Inc., Griffin Structures, Inc., Kitchell/CEM, Inc., and Anser Advisory Management, LLC dba Anser Advisory for an initial agreement term of three years with two possible one-year extensions for a total agreement term of up to five years; and

WHEREAS, based on evaluation of the proposals received, staff recommends CMWD enter into agreements for materials testing services with Atlas Technical Consultants LLC (formerly SCST, Inc.), Leighton Consulting, Inc., Twining, Inc., and Barnett Quality Control Services dba NOVA Services, Inc. for an initial agreement term of three years with two possible one-year extensions for a total agreement term of up to five years; and

WHEREAS, staff recommends that each agreement for horizontal and vertical construction management and inspection services shall not exceed $800,000 per agreement year; and

WHEREAS, staff recommends that each agreement for materials testing shall not exceed $600,000 per agreement year; and

WHEREAS, the CMWD Board of Directors approved sufficient funds with the fiscal year 2020-21 Operating and Capital Improvement Program (CIP) Budgets to cover the first agreement year; and

WHEREAS, expenditures for these professional services in subsequent fiscal years are subject to availability of Board of Directors-approved funding from the Public Works Operating Budget and the CIP.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carlsbad Municipal Water District, as follows that:

1. The above recitations are true and correct.
2. The president or designee is hereby authorized and directed to execute the master service agreements for horizontal construction management and inspection services, attached hereto, with Kleinfelder Construction Services, Inc. (Attachment A.1), Infrastructure Engineering Corporation (Attachment A.2), Harris & Associates, Inc. (Attachment A.3), and Valley CM Inc. dba Valley Construction Management (Attachment A.4) for an initial agreement term of three years with two possible one-year extensions for a total agreement term of up to five years.
3. The president or designee is hereby authorized and directed to execute the master service agreements for vertical construction management and inspection services, attached hereto, with SchneiderCM, Inc. (Attachment A.5), Griffin Structures, Inc. (Attachment A.6), Kitchell/CEM, Inc. (Attachment A.7), and Anser Advisory Management, LLC dba Anser Advisory (Attachment A.8) for an initial agreement term of

three years with two possible one-year extensions for a total agreement term of up to five years.

4. The president or designee is hereby authorized and directed to execute the master service agreements for materials testing services, attached hereto, with Atlas Technical Consultants LLC (formerly SCST, Inc., Attachment A.9), Leighton Consulting, Inc. (Attachment A.10), Twining, Inc. (Attachment A.11), and Barnett Quality Control Services dba NOVA Services, Inc. (Attachment A.12) for an initial agreement term of three years with two possible one-year extensions for a total agreement term of up to five years.

5. The executive manager is hereby authorized to execute amendments to extend the agreements for two additional one-year periods or parts thereof in an amount not-to-exceed $800,000 per agreement year for both horizontal and vertical construction management and inspection services, and $600,000 per agreement year for materials testing services.

PASSED, APPROVED AND ADOPTED at a Special Meeting of the Board of Directors of the Carlsbad Municipal Water District of the City of Carlsbad on the __ day of _____, 2020, by the following vote, to wit:

AYES:

NAYS:

ABSENT:

_____

MATT HALL, President

_____

BARBARA ENGLESON, Secretary

(SEAL)

MASTER AGREEMENT FOR AS-NEEDED HORIZONTAL CONSTRUCTION MANAGEMENT AND INSPECTION KLEINFELDER CONSTRUCTION SERIVCES, INC.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between Carlsbad Municipal Water District, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad, hereinafter referred to as "CMWD", and KLEINFELDER CONSTRUCTION SERIVCES, INC., a California corporation, hereinafter referred to as "Contractor."

RECITALS

A. CMWD requires the professional services of a firm that is experienced in construction management and inspection for horizontal projects.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as-needed horizontal construction management & inspection.

D. Contractor has submitted a proposal to CMWD under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CMWD and Contractor agree as follows:

1. SCOPE OF WORK

CMWD retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The Executive Manager of CMWD ("Executive Manager") may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, CMWD needs, and appropriation of funds by the CMWD Board of Directors. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by CMWD and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by

the Executive Manager (or designee) or General Manager of CMWD as authorized by the Executive Manager ("General Manager"). The Executive Manager (or designee) or General Manager will give allowance for documented and substantiated unforeseeable and unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by CMWD inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Eight Hundred Thousand Dollars ($800,000)** per Agreement year. If CMWD extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2%, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, CMWD shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for CMWD, the Executive Manager (or designee) or General Manager, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of CMWD. Contractor will be under control of CMWD only as to the result to be accomplished, but will consult with CMWD as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of CMWD for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. CMWD will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. CMWD will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify CMWD within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which CMWD may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the CMWD's election, CMWD may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of CMWD. If Contractor subcontracts any of the Services, Contractor will be fully responsible to CMWD for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and CMWD. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by CMWD.

8. OTHER CONTRACTORS

The CMWD reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the CMWD and the City of Carlsbad and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense CMWD incurs or makes to or on behalf of an injured employee under the CMWD's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or Executive Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. CMWD, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the CMWD as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for CMWD). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to CMWD's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The CMWD will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the CMWD.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to CMWD sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the City/CMWD.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then CMWD will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by CMWD to obtain or maintain insurance and CMWD may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. CMWD reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of CMWD during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of CMWD. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this

Agreement will be delivered at once to CMWD. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in CMWD and Contractor relinquishes all claims to the copyrights in favor of CMWD.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of CMWD and on behalf of Contractor under this Agreement are:

For CMWD/City:

Name	Jennifer Chapman
Title	Contract Administrator
Dept	Public Works
	CITY OF CARLSBAD/CMWD
Address	1635 Faraday Avenue
	Carlsbad, CA 92008
Phone	760-602-2735

For Contractor:

Name	Mark Plotnikiewicz
Title	Project Manager
Address	5761 Copley Drive, Suite 100
	San Diego, CA 92111
Phone	858-223-8480
Email	mplotnikiewicz@kleinfelder.com

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the CMWD Clerk in accordance with the requirements of the CMWD of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all four categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or CMWD will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both

parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the Executive Manager. The Executive Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the Executive Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, CMWD may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If CMWD decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, CMWD may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by CMWD and all work in progress to CMWD at the address contained in this Agreement. CMWD will make a determination of fact based upon the work product delivered to CMWD and of the percentage of work that Contractor has performed which is usable and of worth to CMWD in having the Agreement completed. Based upon that finding CMWD will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of CMWD, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to CMWD. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. CMWD will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, CMWD will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to CMWD must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to CMWD, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If CMWD seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for CMWD to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right

or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon CMWD and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of CMWD, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

KLEINFELDER CONSTRUCTION SERIVCES, INC., a California corporation

By:

Deborah Butera
(sign here)

Deborah Butera, Secretary
(print name/title)

By:

Louis Armstrong
(sign here)

Louis Armstrong, President
(print name/title)

CARLSBAD MUNICIPAL WATER DISTRICT, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad

By:

Matt Hall, President

ATTEST:

Barbara Engleson, Secretary

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CMWD OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, General Counsel

BY: _____
Assistant General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed horizontal construction management and inspection services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

KLIENFELDER CONSTRUCTION SERVICES 2020 BILLING RATES
CITY OF CARLSBAD
AS-NEEDED HORIZONTAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

(NON-PREVAILING WAGE)

Field Staffing Position	Straight Time ($/Hr Range)		Overtime Rate ($/HR Range)		Double Time Rate ($/HR Range)	
Project Manager	$195		$195		$195	
Safety Inspector	$145	$165	$145	$165	$145	$165
Construction Manager	$180	$195	$180	$195	$180	$195
Schedule Engineer	$130	$195	$130	$195	$130	$195
Resident Engineer	$170	$195	$170	$195	$170	$195
Senior Inspector - Non PW	$157	$167	$236	$251	$314	$334
Office Engineer	$95	$125	$95	$125	$95	$125
Structures Representative	$157	$167	$157	$167	$157	$167
Special Inspector	$150	$160	$225	$240	$300	$320

(PREVAILING WAGE)

Field Staffing Position	Straight Time		Overtime Rate ($/HR	Double Time Rate
Safety Inspector - PW	$165	$170	$248	$330
Senior Inspector - PW	$165	$170	$248	$330
Structures Inspector- PW	$165	$170	$248	$330
Special Inspector - PW	$165	$170	$248	$330

Hourly charges include provisions for normal overhead costs such as fringe benefits, insurance, clerical services, equipment, normal supplies and materials. Field personnel are equiped with work trucks, cell phone/radios, laptop computers and basic tools. All other direct costs shall be reimbursed at a rate of costs plus 10%.

Prevailing Wage rates based on California DIR SD County Determination No. SD-23-63-3-2020-1D including the two predetermined rate increases scheduled for July 1 of both 2020 and 2021.

Mileage costs for construction managers and inspectors are included in our hourly rate, and we will not be billing separately for mileage expenses for work performed in those classifications. Also, all equipment, cell phones, laptops, insurance, and vehicle charges are included in the hourly rates as well, for all classifications.

MASTER AGREEMENT FOR AS-NEEDED HORIZONTAL CONSTRUCTION MANAGEMENT AND INSPECTION INFRASTRUCTURE ENGINEERING CORPORATION

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between Carlsbad Municipal Water District, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad, hereinafter referred to as "CMWD", and INFRASTRUCTURE ENGINEERING CORPORATION, a California corporation, hereinafter referred to as "Contractor."

RECITALS

A. CMWD requires the professional services of a firm that is experienced in construction management and inspection for horizontal projects.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as-needed horizontal construction management & inspection.

D. Contractor has submitted a proposal to CMWD under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CMWD and Contractor agree as follows:

1. SCOPE OF WORK

CMWD retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The Executive Manager of CMWD ("Executive Manager") may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, CMWD needs, and appropriation of funds by the CMWD Board of Directors. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by CMWD and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by

the Executive Manager (or designee) or General Manager of CMWD as authorized by the Executive Manager ("General Manager"). The Executive Manager (or designee) or General Manager will give allowance for documented and substantiated unforeseeable and unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by CMWD inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Eight Hundred Thousand Dollars ($800,000)** per Agreement year. If CMWD extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2%, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, CMWD shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for CMWD, the Executive Manager (or designee) or General Manager, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of CMWD. Contractor will be under control of CMWD only as to the result to be accomplished, but will consult with CMWD as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of CMWD for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. CMWD will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. CMWD will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify CMWD within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which CMWD may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the CMWD's election, CMWD may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of CMWD. If Contractor subcontracts any of the Services, Contractor will be fully responsible to CMWD for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and CMWD. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by CMWD.

8. OTHER CONTRACTORS

The CMWD reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the CMWD and City of Carlsbad and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense CMWD incurs or makes to or on behalf of an injured employee under the CMWD's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or Executive Manager for CMWD approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. CMWD, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the CMWD as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for CMWD). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to CMWD's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The CMWD will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the CMWD.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to CMWD sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to CMWD/City.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then CMWD will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by CMWD to obtain or maintain insurance and CMWD may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. CMWD reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of CMWD during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of CMWD. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this

Agreement will be delivered at once to CMWD. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in CMWD and Contractor relinquishes all claims to the copyrights in favor of CMWD.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of CMWD and on behalf of Contractor under this Agreement are:

For CMWD/City:		For Contractor:	
Name	Jennifer Chapman	Name	Scott Adamson
Title	Contract Administrator	Title	Project Manager
Dept	Public Works	Address	14271 Danielson Street
	CITY OF CARLSBAD		Poway, CA 92064
Address	1635 Faraday Avenue	Phone	858-842-6979
	Carlsbad, CA 92008	Email	sadamson@iecorporation.com
Phone	760-602-2735		

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the CMWD Clerk in accordance with the requirements of the CMWD of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or CMWD will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to

both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the Executive Manager. The Executive Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the Executive Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, CMWD may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If CMWD decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, CMWD may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by CMWD and all work in progress to CMWD at the address contained in this Agreement. CMWD will make a determination of fact based upon the work product delivered to CMWD and of the percentage of work that Contractor has performed which is usable and of worth to CMWD in having the Agreement completed. Based upon that finding CMWD will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of CMWD, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to CMWD. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. CMWD will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, CMWD will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to CMWD must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to CMWD, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If CMWD seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for CMWD to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right

or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon CMWD and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of CMWD, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

INFRASTRUCTURE ENGINEERING CORPORATION, a California corporation

By: Robert Weber

(sign here)

Robert Weber, President

(print name/title)

By:

(sign here)

(print name/title)

CARLSBAD MUNICIPAL WATER DISTRICT, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad

By:

Matt Hall, President

ATTEST:

Barbara Engleson, Secretary

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CMWD OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, General Counsel

BY: _____
Assistant General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed horizontal construction management and inspection services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

FEE SCHEDULE

MASTER AGREEMENT RATE SCHEDULE

The rates provided below are inclusive of all equipment, cell phones, laptops, insurance, vehicle charges, and mileage associated with field personnel services and will be valid through Term of Agreement.

IEC STAFF			
	NAME	TITLE	HOURLY RATE
1.	Scott Adamson, PE, QSD/P	Principal Engineer	$200.00
2.	Rob Fitzgerald/TBD	Construction Manager	$175.00
3.	TBD	Resident Engineer	$165.00
4.	TBD	Senior Construction Inspector	$155.00
5.	Nancy Cambra/TBD	Labor Compliance/Construction Administration	$115.00

SUBCONSULTANT			
	NAME/FIRM	TITLE	HOURLY RATE
1.	Rockwell Construction Services (RCS)	Electrical/SCADA Inspector	$195.00

MASTER AGREEMENT FOR AS-NEEDED HORIZONTAL CONSTRUCTION MANAGEMENT AND INSPECTION HARRIS & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between Carlsbad Municipal Water District, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad, hereinafter referred to as "CMWD", and HARRIS & ASSOCIATES, INC., a California corporation, hereinafter referred to as "Contractor."

RECITALS

A. CMWD requires the professional services of a firm that is experienced in construction management and inspection for horizontal projects.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as-needed horizontal construction management & inspection.

D. Contractor has submitted a proposal to CMWD under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CMWD and Contractor agree as follows:

1. SCOPE OF WORK

CMWD retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The Executive Manager of CMWD ("Executive Manager") may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, CMWD needs, and appropriation of funds by the CMWD Board of Directors. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by CMWD and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by

the Executive Manager (or designee) or General Manager of CMWD as authorized by the Executive Manager ("General Manager"). The Executive Manager (or designee) or General Manager will give allowance for documented and substantiated unforeseeable and unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by CMWD inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Eight Hundred Thousand Dollars ($800,000)** per Agreement year. If CMWD extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2 percent, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, CMWD shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for CMWD, the Executive Manager (or designee) or General Manager, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of CMWD. Contractor will be under control of CMWD only as to the result to be accomplished, but will consult with CMWD as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of CMWD for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. CMWD will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. CMWD will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify CMWD within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which CMWD may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the CMWD's election, CMWD may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of CMWD. If Contractor subcontracts any of the Services, Contractor will be fully responsible to CMWD for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and CMWD. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by CMWD.

8. OTHER CONTRACTORS

The CMWD reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the CMWD and City of Carlsbad and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense CMWD incurs or makes to or on behalf of an injured employee under the CMWD's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

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10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or Executive Manager for CMWD approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. CMWD, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the CMWD as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for CMWD). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to CMWD's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

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10.2.1 The CMWD will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the CMWD.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to CMWD sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the City/CMWD.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

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10.5 Submission of Insurance Policies. CMWD reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

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Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

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Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of CMWD during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

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Agreement will be delivered at once to CMWD. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in CMWD and Contractor relinquishes all claims to the copyrights in favor of CMWD.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of CMWD and on behalf of Contractor under this Agreement are:

For CMWD/City:		For Contractor:	
Name	Jennifer Chapman	Name	Mahmoud Akhavaian
Title	Contract Administrator	Title	Project Manager
Dept	Public Works	Address	600 B Street, Suite 2000
	CITY OF CARLSBAD		San Diego, CA 92101
Address	1635 Faraday Avenue	Phone	619-236-1778
	Carlsbad, CA 92008	Email	mahmoud.akhavian@weareharris.com
Phone	760-602-2735		

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the CMWD Clerk in accordance with the requirements of the CMWD of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or CMWD will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both

parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the Executive Manager. The Executive Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the Executive Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, CMWD may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If CMWD decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, CMWD may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by CMWD and all work in progress to CMWD at the address contained in this Agreement. CMWD will make a determination of fact based upon the work product delivered to CMWD and of the percentage of work that Contractor has performed which is usable and of worth to CMWD in having the Agreement completed. Based upon that finding CMWD will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of CMWD, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to CMWD. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. CMWD will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, CMWD will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to CMWD must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to CMWD, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If CMWD seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for CMWD to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right

or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon CMWD and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of CMWD, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

HARRIS & ASSOCIATES, INC., a California corporation

By: John Kuprenas
(sign here)

John Kuprenas, Division President
(print name/title)

By:

(sign here)

(print name/title)

CARLSBAD MUNICIPAL WATER DISTRICT, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad

By:

Matt Hall, President

ATTEST:

Barbara Engleson, Secretary

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CMWD OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, General Counsel

BY: _____
Assistant General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed horizontal construction management and inspection services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

MASTER AGREEMENT RATE SCHEDULE

Prices valid through Term of Agreement. Harris & Associates, inc. is not proposing subconsultants for this contract.

Staff			
Number	Name	Title	Hourly Rate
1.	Lara Jennings	Principal-in-Charge	$225
2.	Mahmoud Akhavain	Senior Project Manager	$220
3.	Scott Giannini	Senior Construction Manager	$210
4.	Anton Handal	Senior Construction Manager	$210
5.	Jamal Hanna	Construction Manager/Senior Inspector	$175
6.	Christopher Kelley	Construction Manager/Senior Inspector	$175
7.	Rick Skinner	Construction Manager/Senior Inspector	$175
8.	Ralph Roberts	Construction Manager/Senior Inspector	$175
9.	David Gulczynski	Construction Manager/Senior Inspector	$175
10.	Alberta Mata	Senior Scheduler	$175

Please note that that all equipment, cell phones, laptops, insurance, and vehicle charges are included in the hourly rates as well as mileage, for all classifications.

MASTER AGREEMENT FOR AS-NEEDED HORIZONTAL CONSTRUCTION MANAGEMENT AND INSPECTION VALLEY CM INC. DBA VALLEY CONSTRUCTION MANAGEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between Carlsbad Municipal Water District, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad, hereinafter referred to as "CMWD", and VALLEY CM INC. DBA VALLEY CONSTRUCTION MANAGEMENT, a California corporation, hereinafter referred to as "Contractor."

RECITALS

A. CMWD requires the professional services of a firm that is experienced in construction management and inspection for horizontal projects.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as-needed horizontal construction management & inspection.

D. Contractor has submitted a proposal to CMWD under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CMWD and Contractor agree as follows:

1. SCOPE OF WORK

CMWD retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The Executive Manager of CMWD ("Executive Manager") may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, CMWD needs, and appropriation of funds by the CMWD Board of Directors. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by CMWD and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for

a specific Task Description may be granted if requested by Contractor and agreed to in writing by the Executive Manager (or designee) or General Manager of CMWD as authorized by the Executive Manager ("General Manager"). The Executive Manager (or designee) or General Manager will give allowance for documented and substantiated unforeseeable and unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by CMWD inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Eight Hundred Thousand Dollars ($800,000)** per Agreement year. If CMWD extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2%, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, CMWD shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for CMWD, the Executive Manager (or designee) or General Manager, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of CMWD. Contractor will be under control of CMWD only as to the result to be accomplished, but will consult with CMWD as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of CMWD for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. CMWD will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. CMWD will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify CMWD within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which CMWD may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the CMWD's election, CMWD may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of CMWD. If Contractor subcontracts any of the Services, Contractor will be fully responsible to CMWD for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and CMWD. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by CMWD.

8. OTHER CONTRACTORS

The CMWD reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the CMWD and the City of Carlsabd its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense CMWD incurs or makes to or on behalf of an injured employee under the CMWD's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or Executive Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. CMWD, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the CMWD as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for CMWD). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to CMWD's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The CMWD will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the CMWD.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to CMWD sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the City/CMWD.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then CMWD will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by CMWD to obtain or maintain insurance and CMWD may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. CMWD reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of CMWD during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of CMWD. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this

Agreement will be delivered at once to CMWD. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in CMWD and Contractor relinquishes all claims to the copyrights in favor of CMWD.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of CMWD and on behalf of Contractor under this Agreement are:

For CMWD/City:

Name	Jennifer Chapman
Title	Contract Administrator
Dept	Public Works
	CITY OF CARLSBAD
Address	1635 Faraday Avenue
	Carlsbad, CA 92008
Phone	760-602-2735

For Contractor:

Name	Paul Mochel
Title	Project Manager
Address	3525 Del Mar Heights Road #192
	San Diego, CA 92130
Phone	866-966-2720
Email	paul.mochel@valleycm.com

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the CMWD Clerk in accordance with the requirements of the CMWD of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all four categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or CMWD will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both

parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the Executive Manager. The Executive Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the Executive Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, CMWD may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If CMWD decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, CMWD may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by CMWD and all work in progress to CMWD at the address contained in this Agreement. CMWD will make a determination of fact based upon the work product delivered to CMWD and of the percentage of work that Contractor has performed which is usable and of worth to CMWD in having the Agreement completed. Based upon that finding CMWD will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of CMWD, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to CMWD. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. CMWD will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, CMWD will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to CMWD must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to CMWD, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If CMWD seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for CMWD to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right

or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon CMWD and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of CMWD, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

VALLEY CM INC. DBA VALLEY CONSTRUCTION MANAGEMENT, a California corporation

By:
Paul Mochel
(sign here)

Paul Mochel, Secretary
(print name/title)

By:
Galina R. Mochel
(sign here)

Galina R. Mochel, President
(print name/title)

CARLSBAD MUNICIPAL WATER DISTRICT, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad

By:

Matt Hall, President

ATTEST:

Barbara Engleson, Secretary

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CMWD OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, General Counsel

BY: _____
Assistant General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed horizontal construction management and inspection services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

Master Agreement Rate Schedule

The following rates are firm for three (3) years and based on prevailing wage rates. The hourly rates for all classifications include all typical direct costs (mileage, equipment including cell phone, laptop, insurance, vehicle charges, etc.).

Name	Title	Hourly Rate
Paul Mochel, PE, CCM	Principal Construction Manager	$175
Jeff Moody, PE, CCM	Construction Manager	$165
Lisa Laszlo, CCM, CWI	Construction Manager	$165
Chris Marquardt, CCM, ICC	Construction Manager	$165
Matt Luttrell	Senior Inspector	$145
James Gaddis	Senior Inspector	$145

MASTER AGREEMENT FOR AS-NEEDED VERTICAL CONSTRUCTION MANAGEMENT AND INSPECTION SCHNEIDER CM, INC.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between Carlsbad Municipal Water District, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad, hereinafter referred to as "CMWD", and SCHNEIDER CM, INC., a California corporation, hereinafter referred to as "Contractor."

RECITALS

A. CMWD requires the professional services of a firm that is experienced in construction management and inspection for vertical projects.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as-needed vertical construction management & inspection.

D. Contractor has submitted a proposal to CMWD under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CMWD and Contractor agree as follows:

1. SCOPE OF WORK

CMWD retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The Executive Manager of CMWD ("Executive Manager") may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, CMWD needs, and appropriation of funds by the CMWD Board of Directors. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by CMWD and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by

the Executive Manager (or designee) or General Manager of CMWD as authorized by the Executive Manager ("General Manager"). The Executive Manager (or designee) or General Manager will give allowance for documented and substantiated unforeseeable and unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by CMWD inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Eight Hundred Thousand Dollars ($800,000)** per Agreement year. If CMWD extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2%, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, CMWD shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for CMWD, the Executive Manager (or designee) or General Manager, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of CMWD. Contractor will be under control of CMWD only as to the result to be accomplished, but will consult with CMWD as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of CMWD for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. CMWD will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. CMWD will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify CMWD within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which CMWD may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the CMWD's election, CMWD may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of CMWD. If Contractor subcontracts any of the Services, Contractor will be fully responsible to CMWD for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and CMWD. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by CMWD.

8. OTHER CONTRACTORS

The CMWD reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the CMWD and the City of Carlsbad and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense CMWD incurs or makes to or on behalf of an injured employee under the CMWD's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or Executive Manager for CMWD approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. CMWD, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the CMWD as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for CMWD). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to CMWD's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The CMWD will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the CMWD.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to CMWD sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the City/CMWD.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then CMWD will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by CMWD to obtain or maintain insurance and CMWD may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. CMWD reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of CMWD during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of CMWD. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this

Agreement will be delivered at once to CMWD. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in CMWD and Contractor relinquishes all claims to the copyrights in favor of CMWD.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of CMWD and on behalf of Contractor under this Agreement are:

For CMWD/City:

Name	Jennifer Chapman
Title	Contract Administrator
Dept	Public Works
	CITY OF CARLSBAD
Address	1635 Faraday Avenue
	Carlsbad, CA 92008
Phone	760-602-2735

For Contractor:

Name	Robert Polley
Title	Project Manager
Address	7459 Circulo Sequoia
	Carlsbad, CA 92009
Phone	760-717-0535
Email	robert.polley@schneidercm.net

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the CMWD Clerk in accordance with the requirements of the CMWD of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or CMWD will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both

parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the Executive Manager. The Executive Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the Executive Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, CMWD may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If CMWD decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, CMWD may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by CMWD and all work in progress to CMWD at the address contained in this Agreement. CMWD will make a determination of fact based upon the work product delivered to CMWD and of the percentage of work that Contractor has performed which is usable and of worth to CMWD in having the Agreement completed. Based upon that finding CMWD will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of CMWD, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to CMWD. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. CMWD will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, CMWD will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to CMWD must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to CMWD, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If CMWD seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for CMWD to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right

or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon CMWD and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of CMWD, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

SCHNEIDER CM, INC., a California corporation

By:

Carl Schneider

(sign here)

Carl Schneider / CEO, President & CFO

(print name/title)

By:

(sign here)

(print name/title)

CARLSBAD MUNICIPAL WATER DISTRICT, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad

By:

Matt Hall, President

ATTEST:

Barbara Engleson, Secretary

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CMWD OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, General Counsel

BY: _____
Assistant General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed vertical construction management and inspection services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

DocuSign Envelope ID: 11934638-303B-48C3-89DB-938136A759C7

SchneiderCM

7459 Circulo Sequoia
Carlsbad, CA 92009
Tel: 619-905-5522
Fax: 888-638-1504

13 July 2020

Attn: Janean Hawney
Contract Administrator
City of Carlsbad
1635 Faraday Avenue
Carlsbad, CA 92008

Subject: FEE PROPOSAL for the City of Carlsbad's Master Agreement for Vertical Construction Management and Inspection Services, RFQ #20-1031CMI

Dear Ms. Hawney,

SchneiderCM's Fee Proposal is based on the services provided in our written proposal and is broken down as follows:

Scope	Position	Hourly Fee
Project Management	Sr. CM	$155
Construction Management	Sr. CM	$155
Program Management	Sr. CM	$155
Program Controls	Sr. CM	$155
Quality Assurance	Sr. CM	$155
On-Site Inspection	Sr. CM	$155
Constructability Review	Sr. CM	$155
Value Engineering	Sr. CM	$155
Cost Estimating	Sr. CM	$155
Scheduling & Pull Planning	Sr. CM	$155
Detailed Cost Estimating	Estimating	$155
Document Management	Technical Assistant	$85
Project Administrative Support	Technical Assistant	$85

Quality assurance and inspection are provided by the Senior Construction Manager as outlined above.

Firm Principal involvement in the above categories, where required is $180/hr.

Costs are in dollars per hour, fully burdened (inclusive of mileage, travel expenses, all equipment, cell phones, laptops, insurance, and vehicle charges, etc.).

Reimbursable expenses: Procore management software at approximately $15,000/year if required and on consultation with the City of Carlsbad.

Thank you for your consideration. Please contact me on 619-905-5522 if there are any questions or clarifications needed.

Yours Sincerely,

Carl Schneider
CEO, SchneiderCM, Inc.

Attachment A.6

PSA21-1221CMI

MASTER AGREEMENT FOR AS-NEEDED VERTICAL CONSTRUCTION MANAGEMENT AND INSPECTION GRIFFIN STRUCTURES, INC.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between Carlsbad Municipal Water District, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad, hereinafter referred to as "CMWD", and GRIFFIN STRUCTURES, INC., a California Corporation, hereinafter referred to as "Contractor."

RECITALS

A. CMWD requires the professional services of a firm that is experienced in construction management and inspection for vertical projects.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as-needed vertical construction management & inspection.

D. Contractor has submitted a proposal to CMWD under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CMWD and Contractor agree as follows:

1. SCOPE OF WORK

CMWD retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The Executive Manager of CMWD ("Executive Manager") may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, CMWD needs, and appropriation of funds by the CMWD Board of Directors. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by CMWD and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by

the Executive Manager (or designee) or General Manager of CMWD as authorized by the Executive Manager ("General Manager"). The Executive Manager (or designee) or General Manager will give allowance for documented and substantiated unforeseeable and unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by CMWD inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Eight Hundred Thousand Dollars ($800,000)** per Agreement year. If CMWD extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2%, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, CMWD shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for CMWD, the Executive Manager (or designee) or General Manager, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of CMWD. Contractor will be under control of CMWD only as to the result to be accomplished, but will consult with CMWD as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of CMWD for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. CMWD will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. CMWD will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify CMWD within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which CMWD may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the CMWD's election, CMWD may deduct the indemnification amount from any balance owing to Contractor.

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Contractor will not subcontract any portion of the Services without prior written approval of CMWD. If Contractor subcontracts any of the Services, Contractor will be fully responsible to CMWD for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and CMWD. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by CMWD.

8. OTHER CONTRACTORS

The CMWD reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the CMWD and the City of Carlsbad and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense CMWD incurs or makes to or on behalf of an injured employee under the CMWD's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

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Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or Executive Manager for CMWD approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. CMWD, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the CMWD as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for CMWD). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to CMWD's satisfaction, a declaration stating this.

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10.2.1 The CMWD will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the CMWD.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to CMWD sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the City/CMWD.

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10.5 Submission of Insurance Policies. CMWD reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

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Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

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Agreement will be delivered at once to CMWD. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in CMWD and Contractor relinquishes all claims to the copyrights in favor of CMWD.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of CMWD and on behalf of Contractor under this Agreement are:

For CMWD/City:		For Contractor:	
Name	Jennifer Chapman	Name	Jon Hughes
Title	Contract Administrator	Title	Project Manager
Dept	Public Works	Address	2 Technology Drive, Suite 150
	CITY OF CARLSBAD		Irvine, CA 92618
Address	1635 Faraday Avenue	Phone	949-497-9000 x 208
	Carlsbad, CA 92008	Email	jhughes@griffinstructures.com
Phone	760-602-2735		

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the CMWD Clerk in accordance with the requirements of the CMWD of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

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If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or CMWD will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both

parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the Executive Manager. The Executive Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the Executive Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, CMWD may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If CMWD decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, CMWD may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by CMWD and all work in progress to CMWD at the address contained in this Agreement. CMWD will make a determination of fact based upon the work product delivered to CMWD and of the percentage of work that Contractor has performed which is usable and of worth to CMWD in having the Agreement completed. Based upon that finding CMWD will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of CMWD, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to CMWD. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. CMWD will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, CMWD will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to CMWD must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to CMWD, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If CMWD seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for CMWD to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right

or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon CMWD and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of CMWD, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

GRIFFIN STRUCTURES, INC., a California corporation

By:

Mark Hoglund
(sign here)

Mark Hoglund, CFO
(print name/title)

By:

(sign here)

Jon Hughes, Vice President
(print name/title)

CARLSBAD MUNICIPAL WATER DISTRICT, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad

By:

Matt Hall, President

ATTEST:

Barbara Engleson, Secretary

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CMWD OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, General Counsel

BY: _____
Assistant General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed vertical construction management and inspection services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

MASTER AGREEMENT RATE SCHEDULE

Prices valid through Term of Agreement

STAFF			
	NAME	TITLE	HOURLY RATE
1.	Roger Torriero	Principal-in-Charge	$240.00
2.	Jon Hughes, CCM, DBIA	Project Executive	$210.00
3.	Lance Solomon, CCM	Sr. PMCM Manager	$190.00
4.	Tom Ottenstein, DBIA	Sr. PMCM Manager	$190.00
5.	Tim Shaw, RLA	Sr. PMCM Manager	$190.00
6.	Robert Echavarria	Sr. PMCM Manager	$190.00
7.	Robert Godfrey, CCM	Sr. PMCM Manager	$190.00
8.	Sally Armanious, CCM	Sr. PMCM Manager	$190.00
9.	Dustin Alamo, CCM, LEED AP	Pre-Construction Manager	$190.00
10.	Sarah Brunzell	Assistant Construction Manager	$175.00
11.	Cody Roth	Assistant Construction Manager	$175.00
12.	Kelly Chen	Sr. Program Analyst	$175.00
13.	Ryan Craven, CPE	Cost Estimator	$160.00
14.	Susan Harden, LEED AP	Public Outreach Facilitator	$160.00

** All rates include mileage, equipment, cell phones, laptops, insurance and vehicle charges*

SUB-CONSULTANTS			
	NAME/FIRM	TITLE	HOURLY RATE
1.	N/A		
2.			
3.			
9.			
10.			

**IF needed, all sub-consultants will be billed at cost with no mark up*

EXPENSES			
	DESCRIPTION	COST	% MARKUP
1.	Insurance	$8/$1,000	0%
2.	Misc. Office Supplies	At Cost	0%
3.	Submittal Exchange	.25%/$1,000 of Construction Cost	0%
4.			
5.			

MASTER AGREEMENT FOR AS-NEEDED VERTICAL CONSTRUCTION MANAGEMENT AND INSPECTION KITCHELL/CEM, INC.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between Carlsbad Municipal Water District, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad, hereinafter referred to as "CMWD", and **KITCHELL/CEM, INC.**, a California corporation, hereinafter referred to as "Contractor."

RECITALS

A. CMWD requires the professional services of a firm that is experienced in construction management and inspection for vertical projects.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as-needed vertical construction management & inspection.

D. Contractor has submitted a proposal to CMWD under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CMWD and Contractor agree as follows:

1. SCOPE OF WORK

CMWD retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The Executive Manager of CMWD ("Executive Manager") may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, CMWD needs, and appropriation of funds by the CMWD Board of Directors. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by CMWD and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by

the Executive Manager (or designee) or General Manager of CMWD as authorized by the Executive Manager ("General Manager"). The Executive Manager (or designee) or General Manager will give allowance for documented and substantiated unforeseeable and unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by CMWD inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Eight Hundred Thousand Dollars ($800,000)** per Agreement year. If CMWD extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2 percent, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, CMWD shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for CMWD, the Executive Manager (or designee) or General Manager, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of CMWD. Contractor will be under control of CMWD only as to the result to be accomplished, but will consult with CMWD as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of CMWD for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. CMWD will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. CMWD will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify CMWD within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which CMWD may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the CMWD's election, CMWD may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of CMWD. If Contractor subcontracts any of the Services, Contractor will be fully responsible to CMWD for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and CMWD. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by CMWD.

8. OTHER CONTRACTORS

The CMWD reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the CMWD and the City of Carlsbad and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense CMWD incurs or makes to or on behalf of an injured employee under the CMWD's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or Executive Manager for CMWD approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. CMWD, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the CMWD as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for CMWD). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to CMWD's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The CMWD will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the CMWD.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to CMWD sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the City/CMWD.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then CMWD will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by CMWD to obtain or maintain insurance and CMWD may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. CMWD reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of CMWD during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of CMWD. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this

Agreement will be delivered at once to CMWD. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in CMWD and Contractor relinquishes all claims to the copyrights in favor of CMWD.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of CMWD and on behalf of Contractor under this Agreement are:

For CMWD/City:

Name	Jennifer Chapman
Title	Contract Administrator
Dept	Public Works
	CITY OF CARLSBAD
Address	1635 Faraday Avenue
	Carlsbad, CA 92008
Phone	760-602-2735

For Contractor:

Name	Kevin Pokrywa
Title	Project Manager
Address	2450 Venture Oaks Way, Suite 500
	Sacramento, CA 95833
Phone	619-895-9031
Email	kpokrywa@kitchell.com

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the CMWD Clerk in accordance with the requirements of the CMWD of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or CMWD will reduce such questions, and

their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the Executive Manager. The Executive Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the Executive Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, CMWD may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If CMWD decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, CMWD may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by CMWD and all work in progress to CMWD at the address contained in this Agreement. CMWD will make a determination of fact based upon the work product delivered to CMWD and of the percentage of work that Contractor has performed which is usable and of worth to CMWD in having the Agreement completed. Based upon that finding CMWD will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of CMWD, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to CMWD. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. CMWD will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, CMWD will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to CMWD must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to CMWD, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If CMWD seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for CMWD to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon CMWD and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of CMWD, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

KITCHELL/CEM, INC., a California corporation

By:

Michael Bruggeman

(sign here)

Michael Bruggeman, Assistant Secretary

(print name/title)

By:

Wendy Cohen

(sign here)

Wendy Cohen, President

(print name/title)

CARLSBAD MUNICIPAL WATER DISTRICT, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad

By:

Matt Hall, President

ATTEST:

Barbara Engleson, Secretary

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CMWD OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, General Counsel

BY: _____
Assistant General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed vertical construction management and inspection services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

Fee Schedule

The hourly rates below are fully burdened with employee benefits, statutory requirements, mileage and travel within San Diego County, equipment, cell phones, laptops, insurance, vehicle charges, and overhead and profit. These rates are applicable to services requested on an individualized hourly billing basis. Our fees for comprehensive services take advantage of savings such as resource allocations and economies of scale, which can result in improved hourly rate calculations.

Role	Hourly Rate
Senior Construction Manager/Inspector	$158
Construction Manager/Inspector	$140
Project Engineer	$115
Support Services	$140

Subconsultant	Hourly Rate
Acrostic: Senior Construction Manager/Inspector	$158

Reimbursable Expenses

Reimbursable expenses are billed at actual cost plus 5% markup. Reimbursable costs vary from project to project, and will only be incurred when specifically requested by the City of Carlsbad. Following are categories of possible reimbursable expenses.

- Construction Trailer and equipment, if required
- Postal and delivery services
- Document reproduction
- Plans, prints, photographs
- Travel outside of San Diego County

Expenses	Rate	Markup
Mileage	Current Federal Rate	5%
Reproduction	Cost	5%

MASTER AGREEMENT FOR AS-NEEDED VERTICAL CONSTRUCTION MANAGEMENT AND INSPECTION ANSER ADVISORY MANAGEMENT, LLC

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between Carlsbad Municipal Water District, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad, hereinafter referred to as "CMWD", and ANSER ADVISORY MANAGEMENT, LLC, a California limited liability company, hereinafter referred to as "Contractor."

RECITALS

A. CMWD requires the professional services of a firm that is experienced in construction management and inspection for vertical projects.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as-needed vertical construction management & inspection.

D. Contractor has submitted a proposal to CMWD under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CMWD and Contractor agree as follows:

1. SCOPE OF WORK

CMWD retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The Executive Manager of CMWD ("Executive Manager") may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, CMWD needs, and appropriation of funds by the CMWD Board of Directors. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by CMWD and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by

the Executive Manager (or designee) or General Manager of CMWD as authorized by the Executive Manager ("General Manager"). The Executive Manager (or designee) or General Manager will give allowance for documented and substantiated unforeseeable and unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by CMWD inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Eight Hundred Thousand Dollars ($800,000)** per Agreement year. If the City extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2 percent, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, CMWD shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for CMWD, the Executive Manager (or designee) or General Manager, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of CMWD. Contractor will be under control of CMWD only as to the result to be accomplished, but will consult with CMWD as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of CMWD for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. CMWD will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. CMWD will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify CMWD within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which CMWD may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the CMWD's election, CMWD may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of CMWD. If Contractor subcontracts any of the Services, Contractor will be fully responsible to CMWD for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and CMWD. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by CMWD.

8. OTHER CONTRACTORS

The CMWD reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the CMWD and the City of Carlsbad and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense CMWD incurs or makes to or on behalf of an injured employee under the CMWD's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or Executive Manager for CMWD approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. CMWD, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the CMWD as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for CMWD). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to CMWD's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The CMWD will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the CMWD.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to CMWD sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the City/CMWD.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then CMWD will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by CMWD to obtain or maintain insurance and CMWD may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. CMWD reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of CMWD during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of CMWD. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this

Agreement will be delivered at once to CMWD. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in CMWD and Contractor relinquishes all claims to the copyrights in favor of CMWD.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of CMWD and on behalf of Contractor under this Agreement are:

For CMWD/City:		For Contractor:	
Name	Jennifer Chapman	Name	Stephen Mutch
Title	Contract Administrator	Title	Project Manager
Dept	Public Works	Address	3111 Camino Del Rio North, Suite 340
	CITY OF CARLSBAD		San Diego, CA 92108
Address	1635 Faraday Avenue	Phone	714-209-7671
	Carlsbad, CA 92008	Email	stephen.mutch@anseradvisory.com
Phone	760-602-2735		

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the CMWD Clerk in accordance with the requirements of the CMWD of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or CMWD will reduce such questions, and

their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the Executive Manager. The Executive Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the Executive Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, CMWD may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If CMWD decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, CMWD may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by CMWD and all work in progress to CMWD at the address contained in this Agreement. CMWD will make a determination of fact based upon the work product delivered to CMWD and of the percentage of work that Contractor has performed which is usable and of worth to CMWD in having the Agreement completed. Based upon that finding CMWD will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of CMWD, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to CMWD. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. CMWD will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, CMWD will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to CMWD must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to CMWD, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If CMWD seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for CMWD to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon CMWD and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of CMWD, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

ANSER ADVISORY MANAGEMENT, LLC, a California limited liability company

By:

Ed Imparato

(sign here)

Ed Imparato, CFO

(print name/title)

By:

Sudhir Damle

(sign here)

Sudhir Damle, President

(print name/title)

CARLSBAD MUNICIPAL WATER DISTRICT, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad

By:

Matt Hall, President

ATTEST:

Barbara Engleson, Secretary

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CMWD OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, General Counsel

BY: _____
Assistant General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed vertical construction management and inspection services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

Fee Schedule

The table below includes a fee schedule for each discipline that indicates the title and hourly billing rates for each team member.

Revised Fee's for CM & Sr. Inspector to include mileage.

Role/Job Category	Team Member	Hourly Rate
Principal-in-Charge	Paul Buckley	$248
Project Executive	Stephen Mutch	$221
Senior Project Engineer	Dennis Phinney	$182
Senior Construction Manager	Chris Heidel,Tony Gatoff	$182 / $190 (w/mileage)
Construction Manager	-	$177
Project Engineer	Duygu Ustun	$160
Office Engineer	Marina Young-Meyers	$145
Senior Inspector	Nagi Abdelsayed, Daniel Stewart, Aaron Greene, Mike Villamil	$130 / $138 (w/mileage)

Reimbursable Expenses	
Mileage	Federal IRS Rate

The hourly rates for staff members include cell phones, lap top computers, insurance and PPE. The rates shall remain fixed for the three (3) year term, if the City elects to extend the Agreement, the Costs of services will be increased a maximum of 2%, if agreed by both parties.

The Mileage reimbursement rate for Construction Staff will be set annually in accordance with the rate allowed by the IRS and will include any vehicle expenses/charges.

Markup of any sub-consultants will not exceed 10% as stated in the RFP.

As of 7-13-2020, Anser has provided hourly rates inclusive of mileage for the Construction Manager (CM) and Sr. Inspector rates as requested by City of Carlsbad)

MASTER AGREEMENT FOR AS NEEDED MATERIALS TESTING SERVICES
ATLAS TECHNICAL CONSULTANTS, LLC

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between Carlsbad Municipal Water District, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad, hereinafter referred to as "CMWD", and ATLAS TECHNICAL CONSULTANTS, LLC, a Delaware limited liability company, hereinafter referred to as "Contractor."

RECITALS

A. City requires the professional services of an engineering firm that is experienced in materials testing.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as needed materials testing services.

D. In November 2018 SCST, Inc. reorganized to SCST, LLC as a wholly owned subsidiary of Atlas Technical Consultants LLC ("Atlas").

E. Effective May 5, 2020, SCST, LLC was converted to Atlas Engineering West, Inc. a wholly owned subsidiary of Atlas Technical Consultants, LLC, in anticipation of merging into Atlas Technical Consultants LLC at a later date.

F. Also on May 5, 2020, the City published notice of RFQ20-1030CMI, to which Contractor responded as "Atlas Technical Consultants LLC."

G. Contractor has submitted a proposal to City under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CMWD and Contractor agree as follows:

1. SCOPE OF WORK

CMWD retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The Executive Manager of CMWD ("Executive Manager") may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, CMWD needs, and appropriation of funds by the CMWD Board of Directors. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by CMWD and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by the Executive Manager (or designee) or General Manager of CMWD as authorized by the Executive Manager ("General Manager"). The Executive Manager (or designee) or General Manager will give allowance for documented and substantiated unforeseeable and unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by CMWD inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Six Hundred Thousand Dollars ($600,000)** per Agreement year. If the City extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2%, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, CMWD shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for CMWD, the Executive Manager (or designee) or General Manager, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of CMWD. Contractor will be under control of CMWD only as to the result to be accomplished, but will consult with CMWD as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of CMWD for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. CMWD will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. CMWD will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify CMWD within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which CMWD may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the CMWD's election, CMWD may deduct the indemnification amount from any balance owing to Contractor.

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Contractor will not subcontract any portion of the Services without prior written approval of CMWD. If Contractor subcontracts any of the Services, Contractor will be fully responsible to CMWD for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons

directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and CMWD. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by CMWD.

8. OTHER CONTRACTORS

The CMWD reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the CMWD and the City of Carlsbad and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense CMWD incurs or makes to or on behalf of an injured employee under the CMWD's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or Executive Manager for CMWD approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. CMWD, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the CMWD as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

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10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

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10.2.1 The CMWD will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the CMWD.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to CMWD sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the city.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then CMWD will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by CMWD to obtain or maintain insurance and CMWD may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. CMWD reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of CMWD during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all

work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

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14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in CMWD and Contractor relinquishes all claims to the copyrights in favor of CMWD.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of CMWD and on behalf of Contractor under this Agreement are:

For CMWD/City:

Name	Jennifer Chapman
Title	Contract Administrator
Dept	Public Works
	CITY OF CARLSBAD
Address	1635 Faraday Avenue
	Carlsbad, CA 92008
Phone	760-602-2735

For Contractor:

Name	Thomas Higginbotham
Title	Project Manager
Address	6280 Riverdale Street
	San Diego, CA 92120
Phone	619-528-4763
Email	higgy@oneatlas.com

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the CMWD Clerk in accordance with the requirements of the CMWD of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or CMWD will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the Executive Manager. The Executive Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the Executive Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, CMWD may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If CMWD decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, CMWD may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by CMWD and all work in progress to CMWD at the address contained in this Agreement. CMWD will make a determination of fact based upon the work product delivered to CMWD and of the percentage of work that Contractor has performed which is usable and of worth to CMWD in having the Agreement completed. Based upon that finding CMWD will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of CMWD, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to CMWD. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. CMWD will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, CMWD will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to CMWD must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to CMWD, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of

information. If CMWD seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for CMWD to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon CMWD and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of CMWD, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

ATLAS TECHNICAL CONSULTANTS, LLC, a Delaware limited liability company

By:
Phillip Schneider
(sign here)

Phillip Schneider,
Western Region Manager
(print name/title)

By:
Mehrnoush Yavary
(sign here)

Mehrnoush Yavary, Branch Manager
(print name/title)

CARLSBAD MUNICIPAL WATER DISTRICT, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad

By:

Matt Hall, President

ATTEST:

Barbara Engleson, Secretary

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CMWD OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, General Counsel

BY: _____
Assistant General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed materials testing services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto. For field services, the client will be charged for the hours actually worked in 2, 4, 6 and 8 hour increments.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

MASTER AGREEMENT RATE SCHEDULE
City of Carlsbad

PROFESSIONAL STAFF	TITLE	PREVAILING WAGE CLASSIFICATION	HOURLY RATE
Thomas Canady	Senior Professional	N/A	$160
Thomas Higginbotham	Project Manager	N/A	$130
Ron Baudour	Field Supervisor/CMT	N/A	$115
Dan Ferguson	Field Supervisor/Soils	N/A	$115
Darren Hicks	Laboratory Technician	N/A	$72
Rocco Brunetti	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Sam Carbajal	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Andy Molina	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Gary Pitonyak	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Edwin Rosete	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Joey Urette	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Brad Chitwood	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Mike Flowers	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Ismael Gonzalez	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Roger Jimenez	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Tony Stewart	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Raul Tena	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Adam Thomas	Field Technician	Group 1 (Geotechnical, Concrete Sampling	$100
Nate Bachour	Special Inspector	Group 2 (Special Inspection)	$104
Dan Broyles	Special Inspector	Group 2 (Special Inspection)	$104
Rocco Brunetti	Special Inspector	Group 2 (Special Inspection)	$104
Sam Carbajal	Special Inspector	Group 2 (Special Inspection)	$104
Andy Molina	Special Inspector	Group 2 (Special Inspection)	$104
Duc Nguyen	Special Inspector	Group 2 (Special Inspection)	$104
Gary Pitonyak	Special Inspector	Group 2 (Special Inspection)	$104
Edwin Rosete	Special Inspector	Group 2 (Special Inspection)	$104
Joey Urette	Special Inspector	Group 2 (Special Inspection)	$104
Dan Broyles	Special Inspector	Group 3 (NDT Testing)	$107
Duc Nguyen	Special Inspector	Group 3 (NDT Testing)	$107

*Modified Schedule B

ATLAS

PSA21-1203CMI
Exhibit "A" (continued)

SCHEDULE OF FEES

California Prevailing Wage
Effective July 1, 2019

PROFESSIONAL SERVICES

Professional (Engineering, Geology, Environmental)

Principal Professional	$180
Senior Professional	160
Project Professional	140
Staff Professional	115
Drafter	87

Field Services (Geotechnical, Inspection)

Field Supervisor	$115
LA Certified Grading Inspector	120
Off Site Inspector	65
Laboratory Technician	72
Group 1 (Geotechnical, Concrete Sampling)	100*
Group 2 (Special Inspection)	102*
Group 3 (NDT Testing)	107*
Coring	162

Field Services (Utility/Rebar Locating)

Hourly Rate (A Mob/Demob charge of $300 applies to projects billed on hourly rates)	$215
Full Day	1,950
Letter Report	300
Map (per day of field work)	350

Field Services (Geophysical Studies: UST, Landfill, Well, Void, UXO, Groundwater)

Ground Penetrating Radar, Electromagnetics, Magnetics

Full Day	$2,350
Hourly Rate (A Mob/Demob charge of $325 applies to projects billed on hourly rates.)	265

Seismic (Refraction, MASW, Downhole/Crosshole), Resistivity (Sting, Standard, Wenner 4-Pin)

Full Day	$3,000
Hourly Rate (A Mob/Demob charge of $550 applies to projects billed on hourly rates.)	325

Seismic ReMi

One Line	$1,500
Each Additional Line	300
For Pavement/Requires Drilling	300

Project Management

Senior Project Manager	$158
Project Manager	130
Administrative Assistant	67

Travel and Miscellaneous

Pick Up	$55/hr
Travel Time	Hourly Rate (or $125/hr beyond 2 hours from San Diego for Geophysical Crews)
Per Diem (variable, depending on location)	Quote
Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq	Quote
Overtime and Saturday Rate	1.5 x Regular Hourly Rate
Sunday and Nationally Recognized Holiday Rate (including the day after Thanksgiving)	2 x Regular Hourly Rate
Rush Surcharge	Normal Rate plus 50%
Specialty Equipment Surcharge	Quote

LABORATORY TESTS

Soil and Aggregate

California Bearing Ratio (ASTM D854)	$418
California Impact (Cal 216)	206
Chloride Ion Testing (Cal 422)	150
Clay Lumps in Aggregate (ASTM C142)	150
Cleanness Value (Cal 227)	200
Consolidation (ASTM D2435)	200
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity)	187
Crushed Particles (Cal 205, ASTM D693)	150
Direct Shear (ASTM D3080)	260
Durability Factor (Cal 229, ASTM D3744)	97
Durability Index (Cal 229, ASTM D3744)	224
Expansion Index (ASTM D4289)	177
Fine Aggregate Angularity (AASHTO T304)	200
Fineness Modulus (ASTM C136)	24
Flat & Elongated Pieces (ASTM D4791)	175
Light Weight Pieces (ASTM C123)	175
Liquid Limit (Cal 204, ASTM D4318)	75
Los Angeles Abrasion - 1 1/2" and smaller (Cal 211, ASTM C131)	224
Maximum Density Check Point (ASTM D698/D1557)	88
Maximum Density/Optimum Moisture – 4" (ASTM D698, D1557)	200
Maximum Density/Optimum Moisture – 6" (ASTM D698, D1557)	220
Minimum Density (ASTM D1556)	74
Moisture Content (Cal 226, ASTM C566, ASTM D2216)	35
Natural Density - Chunk Sample (ASTM D2937)	41
Natural Moisture/Density Ring or Core Sample (ASTM D2937)	35
Organic Impurities (Cal 213, ASTM C40)	90
Organic Matter (ASTM D2974)	75
Percent Finer than #200 (ASTM C117, ASTM D1140)	70
Permeability Remold Sample (ASTM D2434)	200
Permeability Remold Sample (ASTM D5084)	Quote
Permeability Undisturbed Sample (ASTM D5084)	Quote
Petrographic Analysis (Cal 215, ASTM C295)	Quote
pH & Resistivity (Cal 643, ASTM G51)	126
Plasticity Index (Cal 204, ASTM 4318)	127
Potential Reactivity (ASTM C289)	220
Residual Shear (ASTM D6467)	442
Rock Correction (ASTM D4718)	26
R-Value (Cal 301, ASTM D2844)	276
Sand Castle Test (USACE)	195
Sand Equivalent (Cal 217, ASTM D2419)	88
Sieve Analysis (ASTM C136, ASTM D6913, Cal 202)	110
Sieve Analysis with Hydrometer (Cal 203, ASTM D422)	200
Soil Cement Compression Strength (Cal 312, ASTM D1633)	50
Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632)	100
Soluble Chlorides (Cal 422)	62
Soluble Sulfate (Cal 417)	62
Soundness 5 Cycles (Cal 214, ASTM C88)	375
Specific Gravity Coarse Aggregate (Cal 206, ASTM C127)	115
Specific Gravity Fine Aggregate (Cal 207, ASTM C128)	115
Triaxial Shear Consolidated - Undrained (ASTM D4767)	Quote
Triaxial Shear Unconsolidated - Undrained (ASTM D2850)	Quote
Triaxial Staged Consolidated - Undrained (ASTM D4767)	Quote
Triaxial Staged Unconsolidated - Undrained (ASTM D2850)	Quote
Unconfined Compression (ASTM D2166)	162
Unit Weight Aggregate (Cal 212, ASTM C29)	80

Asphalt Concrete

Asphalt Core Specific Gravity (Cal 308, ASTM D2726	$58
Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188)	74
Emulsion Content (CTM 382)	178
Film Stripping (Cal 302)	Quote
Gyratory Compacted Maximum Specific Gravity (AASHTO T312)	350
Hamburg Wheel - Plant Produced HMA (AASHTO T324/Cal-Trans Section 39)	900
Hveem - Maximum Bulk Specific Gravity (Cal 308)	300
Hveem & Stabilometer Value (Cal 366)	400
Ignition Oven Correction Factor (AASHTO T308)	250
Ignition Oven Degradation Factor (AASHTO T308)	250
Marshall Density, Stability & Flow (ASTM D6927)	400
Marshall Density (ASTM D6926)	300
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370)	50
Moisture Vapor Susceptibility (Cal 307)	Quote
Optimum Bitumen Content (AASHTO R35/Cal 367)	3,100
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307)	180
Residue by Evaporation (Cal 331)	178
Rice - Maximum Theoretical Specific Gravity AC (Cal 309, ASTM D2041)	133
Sieve Analysis - Extracted Aggregate (Cal 382, ASTM D5444)	90
Stability and Flow (ASTM D1559)	350
Stabilometer Value (Cal 366)	350
RAP Testing - Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39	Quote
RAP Testing - Not Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39)	Quote
Tensile Strength Ratio - Plant Produced HMA (AASHTO T283)	900
Wet Track Abrasion (ASTM D3910)	185

Concrete

2X2 Cube Compression	$27
Concrete Core Compression (ASTM C42)	59
Concrete Cylinder Compression (Cal 521, ASTM C39)	27
Flex Beam Modulus of Rupture (Cal 523, ASTM C78)	74
Modulus of Elasticity (Cal 522, ASTM C469)	261
Shotcrete Mockup Panel (ASTM C1140)	1,040
Shotcrete Panel, 3 Cores - Compression (CBC)	290
Shrinkage - Hardened Concrete (ASTM C157 - Modified)	371
Split Tensile, Concrete Cylinder (ASTM C496)	74
Time of Set (ASTM C403)	200
Trial Batch Fabrication (ASTM C192)	298
Unit Weight, Hardened Concrete (ASTM C642)	45
Unit Weight, Lightweight Concrete (ASTM C567)	59

Masonry

Absorption Block (ASTM C140)	$115
Compression Adobe	155
Compression Block, Standard (ASTM C140)	150
Compression, Brick (ASTM C67)	115
Efflorescence Block	175
Efflorescence, Brick (ASTM C67)	175
Grout Prism Compression (ASTM C1019)	27
Masonry Core Compression (ASTM C42)	51
Masonry Core Shear (CBC 2105A.4)	95
Masonry Prism Compression (ASTM E447)	150
Mortar Bond Strength - Pull Test (ASTM C482)	62
Mortar Cylinder Compression	27
Mortar Shear Strength (ANSI 118)	53

Masonry - Continued

Relative Mortar Strength (Cal 515)	$850
Shrinkage - Masonry Block (ASTM C426)	250
Trial Grout Prisms (ASTM C942)	38
Water Retention and Air Content (ASTM C270)	470

Metal

Bolt Assembly - Hardness Test	$74
Bolt Assembly - Tensile & Proof Load Test	125
Modulus of Elasticity (Steel)	146
Post-Tension Tendon Tensile Testing	185
Tensile Strength & Bend Test, Reinforcing Steel (ASTM A615/A706)	125
Tensile Strength #14 - #18 Bar (ASTM A615)	Quote
Tensile Strength - Mechanical Splices #9 and Smaller (Cal 670)	Quote
Tensile Strength - Mechanical Splices #10 to #14 (Cal 670)	Quote
Tensile Strength - Mechanical Splices #18 (Cal 670)	Quote
Tensile Strength and Bend Test, Structural Steel (ASTM A370)	180

Miscellaneous

Fire Proofing Density Test (ASTM E605)	$69
Fiber Reinforced Polymer, Tensile (ASTM D3039)	520
Material Preparation	70/hr
Relative Humidity Test (ASTM F2170)	80/kit
Concrete Vapor Emission Kits (ASTM F1869)	72/kit
Test Chamber and Water Spray Rack (ASTM E1105)	275/hour
Miscellaneous Charges	Various
Default Expense	Various

MASTER AGREEMENT FOR AS NEEDED MATERIALS TESTING SERVICES LEIGHTON CONSULTING, INC.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between Carlsbad Municipal Water District, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad, hereinafter referred to as "CMWD", and LEIGHTON CONSULTING, INC., a California corporation, hereinafter referred to as "Contractor."

RECITALS

A. CMWD requires the professional services of an engineering firm that is experienced in materials testing services.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as needed materials testing services.

D. Contractor has submitted a proposal to CMWD under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CMWD and Contractor agree as follows:

1. SCOPE OF WORK

CMWD retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The Executive Manager of CMWD ("Executive Manager") may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, CMWD needs, and appropriation of funds by the CMWD Board of Directors. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by CMWD and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by the Executive Manager (or designee) or General Manager of CMWD as authorized by the

Executive Manager ("General Manager"). The Executive Manager (or designee) or General Manager will give allowance for documented and substantiated unforeseeable and unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by CMWD inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Six Hundred Thousand Dollars ($600,000)** per Agreement year. If CMWD extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2 percent, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, CMWD shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for CMWD, the Executive Manager (or designee) or General Manager, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of CMWD. Contractor will be under control of CMWD only as to the result to be accomplished, but will consult with CMWD as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of CMWD for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. CMWD will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. CMWD will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify CMWD within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which CMWD may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the CMWD's election, CMWD may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of CMWD. If Contractor subcontracts any of the Services, Contractor will be fully responsible to CMWD for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and CMWD. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by CMWD.

8. OTHER CONTRACTORS

The CMWD reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the CMWD and the City of Carlsbad and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense CMWD incurs or makes to or on behalf of an injured employee under the CMWD's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or Executive Manager for CMWD approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. CMWD, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the CMWD as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for CMWD). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to CMWD's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The CMWD will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the CMWD.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to CMWD sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the City/CMWD.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then CMWD will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by CMWD to obtain or maintain insurance and CMWD may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. CMWD reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of CMWD during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of CMWD. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this

Agreement will be delivered at once to CMWD. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in CMWD and Contractor relinquishes all claims to the copyrights in favor of CMWD.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of CMWD and on behalf of Contractor under this Agreement are:

For CMWD/City:		For Contractor:	
Name	Jennifer Chapman	Name	William "Dave" Olson
Title	Contract Administrator	Title	Project Manager
Dept	Public Works	Address	17781 Cowan
	CITY OF CARLSBAD		Irvine, CA 92614
Address	1635 Faraday Avenue	Phone	858-300-8491
	Carlsbad, CA 92008	Email	dolson@leightongroup.com
Phone	760-602-2735		

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the CMWD Clerk in accordance with the requirements of the CMWD of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or CMWD will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both

parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the Executive Manager. The Executive Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the Executive Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, CMWD may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If CMWD decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, CMWD may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by CMWD and all work in progress to CMWD at the address contained in this Agreement. CMWD will make a determination of fact based upon the work product delivered to CMWD and of the percentage of work that Contractor has performed which is usable and of worth to CMWD in having the Agreement completed. Based upon that finding CMWD will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of CMWD, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to CMWD. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. CMWD will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, CMWD will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to CMWD must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to CMWD, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If CMWD seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for CMWD to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right

or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon CMWD and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of CMWD, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

LEIGHTON CONSULTING, INC., a California corporation

By: Joseph A. DEAN

(sign here)

Joseph Dean, Secretary

(print name/title)

By:

(sign here)

Thomas C. Benson, Jr., President / CEO

(print name/title)

CARLSBAD MUNICIPAL WATER DISTRICT, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad

By:

Matt Hall, President

ATTEST:

Barbara Engleson, Secretary

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CMWD OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, General Counsel

BY: _____
Assistant General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed materials testing services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto. For field services, the client will be charged for the hours actually worked in 2, 4, 6 and 8 hour increments.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

Leighton

CARLSBAD PROFESSIONAL FEE SCHEDULE

CLASSIFICATION	$/HR
Technician I	78
Technician II / Special Inspector	89
Senior Technician / Senior Special Inspector	99
Prevailing Wage (field soils / materials tester) *	134
Prevailing Wage (Special Inspector) *	134
Prevailing Wage (Source Inspector, NDT and soil remediation O&M)*	139
System Operation & Maintenance (O&M) Specialist	129
Non Destructive Testing (NDT)	139
Deputy Inspector	99
Field / Laboratory Supervisor	132
Source Inspector	122
City of Los Angeles Deputy Building (including Grading) Inspector	140

CLASSIFICATION	$/HR
Project Administrator/Word Processor/Dispatcher	72
Information Specialist	99
CAD Operator	113
GIS Specialist	126
GIS Analyst	149
Staff Engineer / Geologist / Scientist	105
Senior Staff Engineer / Geologist / Scientist / ASMR	120
Operations / Laboratory Manager	162
Project Engineer / Geologist / Scientist	167
Senior Project Engineer / Geologist / Scientist / SMR	185
Associate	203
Principal	221

* See Prevailing Wages in Terms and Conditions

GEOTECHNICAL LABORATORY TESTING

METHOD	$/TEST
CLASSIFICATION & INDEX PROPERTIES	
Photograph of sample	10
Moisture content (ASTM D2216)	20
Moisture & density (ASTM D2937) ring samples	30
Moisture & density (ASTM D2937) Shelby tube or cutting	40
Atterberg limits (ASTM D4318) 3 points:	150
- Single point, non-plastic	85
- Atterberg limits (organic ASTM D2487 / D4318)	180
- Visual classification as non-plastic (ASTM D2488)	10
Particle size:	
- Sieve only 1½ inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	135
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	175
- Hydrometer only (ASTM D7928)	110
- Sieve + hydrometer (≤3 inch sieve, ASTM 7928)	185
- Percent passing #200 sieve, wash only (ASTM D1140)	70
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207)	125
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206)	100
- Total porosity - on Shelby tube sample (calculated)	165
- Total porosity - on other sample (calculated)	155
Shrinkage limits (wax method, ASTM D4943)	126
Pinhole dispersion (ASTM D4647)	210
Dispersive characteristics (double hydrometer ASTM D4221)	90
As-received moisture & density (chunk/carved samples)	60
Sand Equivalent (SE, AASHTO T176/ASTM D2419/CTM 217)	105
COMPACTION & PAVEMENT SUBGRADE TESTS	
Standard Proctor compaction, (ASTM D698) 4 points:	
- 4 inch diameter mold (Methods A & B)	160
- 6 inch diameter mold (Method C)	215
Modified Proctor compaction (ASTM D1557) 4 points:	
- 4 inch diameter mold (Methods A & B)	220
- 6 inch diameter mold (Method C)	245
Check point (per point)	65
Relative compaction of untreated/treated soils/aggregates (CTM 216)	250
Relative density (0.1 ft mold, ASTM D4253, D4254)	235

METHOD	$/TEST
California Bearing Ratio (CBR, ASTM D1883) – 3 point	
- 3 point	500
- 1 point	185
R-Value (AASHTO T190/ASTM D2844/CTM 301) untreated soils/aggregates	310
R-Value (AASHTO T190/ASTM D2844/CTM 301) lime or cement treated soils/aggregates	340
SOIL CHEMISTRY & CORROSIVITY	
pH Method A (ASTM D4972 or CTM 643)	45
Electrical resistivity – single point – as received moisture	45
Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	90
pH + minimum resistivity (CTM 643)	130
Sulfate content - gravimetric (CTM 417 B Part 2)	70
Sulfate content - by ion chromatograph (CTM 417 Part 2)	80
Sulfate screen (Hach®)	30
Chloride content (AASHTO T291/CTM 422)	70
Chloride content – by ion chromatograph (AASHTO T291/CTM 422)	80
Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	265
Organic matter content (ASTM D2974)	65
SHEAR STRENGTH	
Pocket penetrometer	15
Direct shear (ASTM D3080, mod., 3 points):	
Consolidated undrained - 0.05 inch/min (CU)	285
Consolidated drained - <0.05 inch/min (CD)	345
Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear)	50
Remolding or hand trimming of specimens (3 points)	90
Oriented or block hand trimming (per hour)	65
Single point shear	105
Torsional shear (ASTM D6467 / ASTM D7608)	820
CONSOLIDATION & EXPANSION/SWELL TESTS	
Consolidation (ASTM D2435):	195
Each additional time curve	45
Each additional load/unload w/o time reading	40
Expansion Index (EI, ASTM D4829)	130
Swell/collapse – Method A (ASTM D4546-A, up to 10 load/unloads w/o time curves)	290
Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only)	105

METHOD	$/TEST
TRIAXIAL TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166)	135
Unconsolidated undrained triaxial compression test on cohesive soils (UU, ASTM D2850, USACE Q test, per confining stress)	170
Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	375
Consolidated drained triaxial compression test (CD, USACE S test), with volume change measurement. Price per soil type below EM 1110-2-1906(X):	
- Sand or silty sand soils (per confining stress)	375
- Silt or clayey sand soils (per confining stress)	500
- Clay soils (per confining stress)	705
- Three-stage triaxial (sand or silty sand soils)	655
- Three-stage triaxial (silt or clayey sand soils)	875
- Three-stage triaxial (clay soils)	1,235
Remolding of test specimens	65

METHOD	$/TEST
HYDRAULIC CONDUCTIVITY TESTS	
Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):	310
- Each additional effective stress	120
- Hand trimming of soil samples for horizontal K	60
Remolding of test specimens	65
Permeability of granular soils (ASTM D2434)	135
Soil suction (filter paper method, ASTM D5298)	400
SOIL-CEMENT	
Moisture-density curve for soil-cement mixtures (ASTM D558)	240
Wet-dry durability of soil-cement mixtures (ASTM D559) [1]	1,205
Compressive strength of molded soil-cement cylinder (ASTM D1633)[1]	60
Soil-cement remolded specimen (for shear strength, consolidation, etc.) [1]	235

[1] Compaction (ASTM D558 maximum density) should also be performed – not included in above price

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	$/TEST
CONCRETE STRENGTH CHARACTERISTICS	
Concrete cylinders compression (ASTM C39) (6" x 12")	25
Concrete cylinders compression (ASTM C39) (4" x 8")	22
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42)	40
Trimming concrete cores (per core)	20
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523)	85
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523)	85
Non shrink grout cubes (2 inch, ASTM C109/C1107)	25
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157)	400
Length of concrete cores (CTM 531)	40
HOT MIX ASPHALT (HMA)	
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371)	2,100
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)	900
Superpave gyratory compaction (AASHTO T312/ASTM D6925)	350
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382)	150
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382)	1,350
Extraction by centrifuge, percent asphalt (ASTM D2172)	150
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202)	135
Stabilometer, S-Value (ASTM D1560/CTM 366)	265
Bituminous mixture preparation (AASHTO R30/CTM 304)	80
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370)	60
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308)	50
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308)	55
Maximum density - Hveem (CTM 308)	200
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309)	130
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549)	40
Wet track abrasion of slurry seal (ASTM D3910)	150
Rubberized asphalt (add to above rates)	+ 25%

METHOD	$/TEST
AGGREGATE PROPERTIES	
Bulk density and voids in aggregates (AASHTO T19/ASTM C29/ CTM 212)	50
Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213)	60
LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/ CTM 211)	200
LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211)	250
Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/ CTM 208)	130
Clay lumps, friable particles (AASHTO T112/ASTM C142)	175
Durability Index (AASHTO T210/ASTM D3744/CTM 229)	200
Moisture content of aggregates by oven drying (AASHTO T255/ ASTM C566/CTM 226)	40
Uncompacted void content of fine aggregate (AASHTO T304/ ASTM C1252/ CTM 234)	130
Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205)	135
Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235)	215
Cleanness value of coarse aggregate (CTM 227)	210
Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214)	225
Soundness, sodium (AASHTO T104/ASTM C88/CTM 214)	650
MASONRY	
Mortar cylinders (2" by 4", ASTM C780)	25
Grout prisms (3" by 6", ASTM C1019)	25
Masonry cores compression, ≤6" diameter (testing only, ASTM C42)	40
Masonry core-shear, Title 24 (test only)	80
Veneer bond strength, cost for each (5 required, ASTM C482)	55
CMU compression to size 8" x 8" x 16" (3 required, ASTM C140)	45
CMU moisture content, absorption & unit weight (6 required, ASTM C140)	40
CMU linear drying shrinkage (ASTM C426)	175
CMU grouted prisms (compression test ≤8" x 8" x 16", ASTM C1314)	180
CMU grouted prisms (compression test > 8" x 8" x 16", ASTM C1314)	250
BRICK	
Compression (cost for each, 5 required, ASTM C67)	40

METHOD	$/TEST
REINFORCING STEEL	
Rebar tensile test up to ≤ No. 10 bars (ASTM A370)	45
Rebar tensile test > No. 10 bars ≤ No. 17 (ASTM A370)	100
Rebar bend test, up to ≤ No. 10 bars (ASTM A370)	45
Rebar bend test > No. 10 bars ≤ No. 17 (ASTM A370)	150
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775)	45
Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775)	65
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775)	55
Tensile strength, ≤100,000 pounds axial load (ASTM A370)	45
Prestressing wire, tension (ASTM A416)	150
Sample preparation (cutting)	50
Resistance butt-welded hoops/bars, up to No. 10 (CTM 670)	180
Post-tensioned bars (ASTM A772)	420

METHOD	$/TEST
SPRAY APPLIED FIREPROOFING	
Unit weight (density, ASTM E605)	60
BEARING PADS/PLATES AND JOINT SEAL	
Elastomeric bearing pads (Caltrans SS 51-3)	990
Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3)	1230
Type A Joint Seals (Caltrans SS 51-2)	1620
Type B Joint Seals (Caltrans SS 51-2)	1530
Bearing plates (A536)	720
STREET LIGHTS/SIGNALS	
100W HPS Lighting (Caltrans RSS 86)	1296
SAMPLE TRANSPORT	**$/TRIP**
Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office)	90

EQUIPMENT, SUPPLIES & MATERIALS

	$/UNIT	
1/4 inch Grab plates	5	each
1/4 inch Tubing (bonded)	0.55	foot
1/4 inch Tubing (single)	0.35	foot
3/8 inch Tubing, clear vinyl	0.55	foot
4-Gas meter (RKI Eagle or similar)/GEM 2000	130	day
Air flow meter and purge pump (200 cc/min)	50	day
Box of 24 soil drive-sample rings	120	box
Brass sample tubes	10	each
Caution tape (1000-foot roll)	20	each
Combination lock or padlock	11	each
Compressed air tank and regulator	50	day
Concrete coring machine (≤6-inch-dia)	150	day
Consumables (gloves, rope, soap, tape, etc.)	35	day
Core sample boxes	11	each
Crack monitor	25	each
Cutoff saws, reciprocating, electric (Sawzall®)	75	day
Disposable bailers	12	each
Disposable bladders	10	each
Dissolved oxygen meter	45	day
DOT 55-gallon containment drum with lid	65	drum
Double-ring infiltrometer	125	day
Dual-stage interface probe	80	day
Dynamic Cone Penetrometer	400	day
Generator, portable gasoline fueled, 3,500 watts	90	day
Global Positioning System/Laser Range Finder	80	day
Hand auger set	90	day
HDPE safety fence (≤100 feet)	40	roll
Horiba U-51 water quality meter	135	day
Light tower (towable vertical mast)	150	day
Magnehelic gauge	15	day
Manometer	25	day

	$/UNIT	
Mileage (IRS Allowable)	0.58	mile
Moisture test kit (excludes labor to perform test, ASTM E1907)	60	test
Nuclear moisture and density gauge	88	day
Pachometer	25	day
Particulate Monitor	125	day
pH/Conductivity/Temperature meter	55	day
Photo-Ionization Detector (PID)	120	day
Pump, Typhoon 2 or 4 stage	50	day
QED bladder pump w/QED control box	160	day
Quire fee – Phase I only	200	each
Resistivity field meter & pins	50	day
Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40	15	each
Slope inclinometer	200	day
Soil sampling T-handle (Encore)	10	day
Soil sampling tripod	35	day
Stainless steel bailer	40	day
Submersible pump, 10 gpm, high powered Grundfos 2-inch with controller	160	day
Submersible pump/transfer pump, 10-25 gpm	50	day
Support service truck usage (well installation, etc.)	200	day
Survey/fence stakes	8	each
Tedlar® bags	18	each
Traffic cones (≤25)/barricades (single lane)	50	day
Turbidity meter	70	day
Tyvek® suit (each)	18	each
Vapor sampling box	55	day
Vehicle usage (carrying equipment)	0	hour
VelociCalc	35	day
Visqueen (20 x 100 feet)	100	roll
Water level indicator (electronic well sounder) <300 feet deep well	60	day
ZIPLEVEL®	15	day

Other specialized geotechnical and environmental testing & monitoring equipment are available, and priced per site

TERMS & CONDITIONS

- **Expiration:** This fee schedule is effective through the term of this agreement.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in the attached proposal.
- **Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, you will be notified and additional fees will be charged.
- **Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Leighton observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate.
- **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or any on-site (field) materials testing services will be charged for worked hours in 2, 4, 6 and 8 hour increments.
- **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 10%, unless billed directly to and paid by client.
- **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Leighton's liability equal to our total fees for a given project.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of $10 per bag and $5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given sample set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting

NICKLAUS ENGINEERING, INC.
8(a) ~ DBE ~ WOSB ~ SBE

● Civil ● Survey ● Architecture
● Environmental ● Geotechnical

SCHEDULE B		
Standard Rate Schedule		
Division	**Description**	**Rate/Hour**
Civil	Project Manager	$165
	Project Engineer- Senior	$155
	Project Engineer- Staff	$130
	Project Engineer- Junior	$95
	Engineering Technician	$85
	Civil Designer	$110
	CAD Technician	$80
	Resident Construction Engineer	$155
Survey	Survey Office Calculations	$110
	Survey Crew and Equipment	$170
Architecture	Project Manager	$165
	Project Architect- Senior	$155
	Project Architect- Staff	$130
	Architectural Designer	$95
	Architectural Technician	$80
Environmental	Certified Industrial Hygienist	$165
	Project Manager	$165
	Project Engineer- Senior	$155
	Project Engineer- Staff	$130
	Project Engineer- Junior	$95
	Geologist- Senior	$155
	Geologist- Staff	$130
	Geologist- Junior	$95
	Environmental Professional/Scientist	$105
	Environmental Technician	$85
Geotechnical	Project Manager	$165
	Lab Manager	$105
	Lab/Field Technician III	$76
	Lab/Field Technician II	$60
	Lab/Field Technician I	$50
	Drill Crew and Equipment	$195
Inspections	Inspector/Assessor- Senior	$110
	Inspector/Assessor- Junior	$85
Construction	Project Manager	$165
	Site Superintendent	$110
	Quality Control Manager/SSHO	$110
Administration	Contracts Manager	$155
	Office Manager	$110
	Administrative Assistant	$60

Updated 2020

Baja Exploration
Fee Schedule

Service	Unit Price
Minimum Half-Day Rate (up to 4 Hours)	
CME 75, minimum drill site charge, including mobilization, up to 4 hours	$ 1,600.00
CME 75, minimum drill site charge, including mobilization, up to 4 hours, with prevailing wages	$ 2,200.00
CME 95, minimum drill site charge, including mobilization, up to 4 hours	$ 1,700.00
CME 95, minimum drill site charge, including mobilization, up to 4 hours, with prevailing wages	$ 2,500.00
Day Rates	
CME 75, day rate drill site charge, including mobilization, up to 8 hours	$ 2,400.00
CME 75, day rate drill site charge, including mobilization, up to 8 hours, with prevailing wages	$ 3,200.00
CME 95, day rate drill site charge, including mobilization, up to 8 hours	$ 2,800.00
CME 95, day rate drill site charge, including mobilization, up to 8 hours, with prevailing wages	$ 3,600.00
Limted Access Rig (LAR), day rate drill site charge, including mobilization, up to 8 hours	$ 2,500.00
Limted Access Rig (LAR), day rate drill site charge, including mobilization, up to 8 hours, with PW	$ 3,300.00
Mobilization Fees	
Mobilization to San Diego, Riverside and SB county sites (up to 1 hour from Escondido, CA)	$ 500.00
Hollow Stem Auger (HSA) Drilling Footage Rates for Permitted or Non-permitted Soil Borings (SB)	
HSA 0'-30' for SB's, including grout and surface restoration	$ 35.00
HSA 31'-50' for SB's, including grout and surface restoration	$ 35.00
HSA 51'-100' for SB's, including grout and surface restoration	$ 50.00
Geotechnical Drilling for permitted PVC Wells	
HSA 0'-30' for 2" MW, including casing, 15' of screen and all annular materials	$ 50.00
HSA 0'-30' for 4" MW	$ 60.00
HSA 31'-50' for 2" MW	$ 50.00
HSA 31'-50' for 4" MW	$ 60.00
HSA 51'-100' for 2" MW	Call for quote
HSA 51'-100' for 4" MW	Call for quote
Brass Ring/SS for CA Modified (CANNISTER QTY)	$ 3.00
Environmental SS Sample Liners-EACH	$ 5.00
Surface Completions, in asphalt or soil (3 foot concrete pad)	$ 600.00
Air Rotary Drilling or Coring	Call for quote
Extra Personnel (3rd man) Hourly Rate (non-prevailing wage)	$ 60.00
Air Rotary Drilling or Coring	
Concrete Cutting or coring for up to 3 foot diameter Well Pads, up to 6" thick concrete, first hole	$ 400.00
Additional holes or cuts	$ 200.00
Well Destruction	
2 inch PVC	Call for quote
4 inch PVC	Call for quote
Additional Vehicles	
Support Truck (day rate)	$ 250.00
Support Truck with Lift Gate (day rate)	$ 500.00
Self Contained Decontamination Trailer (day rate)	$ 450.00
Materials	
Bag of Portland Cement	$ 20.00
Bag of Bentonite Chips	$ 20.00
Bag of Bentonite Grout	$ 25.00
Bag of Concrete	$ 12.00
Bag of Rapidset	$ 25.00
Bucket of Aquaphalt	$ 55.00
55 Gallon Drum	$ 65.00

Phone - (760) 743-7678 • Fax - (760) 737-6044 • Email - dbhogan@bajadrilling.com • C57 License# 804318

6/8/2020

Services Price List

Cut 'N Core, Inc. • 9194 Chesapeake Drive, San Diego, CA. 92123 • **Phone:** 858.560.6627 • **Fax:** 858.560.1841

Service Type	Description	Hourly Rate	Minimum	Note
Flatsaw	44HP Gas Saw 1"-7"	$145.00	2 Hours	Portal to Portal
Flatsaw	60HP	$208.00	2 Hours	Portal to Portal
Flatsaw	Green Cutting	$150.00	2 Hours	Portal to Portal
Flatsaw	Loop Cutting	$150.00	2 Hours	Portal to Portal
Flatsaw	Electric Hi -Cycle	$160.00	2 Hours	Portal to Portal
Flatsaw	Electric Saw (Bull)	$178.00	2 Hours	Portal to Portal
Handsaw	Electric Hi-Cycle	$150.00	2 Hours	Portal to Portal
Handsaw	Handsaw- Skillsaw 2.5" Deep	$150.00	2 Hours	Portal to Portal
Handsaw	Handsaw- Gas Saw 4.5"	$150.00	2 Hours	Portal to Portal
Handsaw	Hand Held Core Drill	$150.00	2 Hours	Portal to Portal
Chainsaw	Gas Powered Chainsaw	$176.00	2 Hours	Portal to Portal
Core Drill	Core Drilling- 1"- 10"	$150.00	2 Hours	Portal to Portal
Core Drill	Core Drilling- 4 Speed 11"- 24"	$190.00	2 Hours	Portal to Portal
Disposal	Wastewater Disposal	$73.00	Barrel	
Loader	Skid Steer Loader	$155.00	3 Hours	
Breaker	Skid Steer Hydraulic Breaker	$168.00	2 Hours	
Skid Steer	Track Skid Steer	$155.00	3 Hours	
Mini Excavator	303 Mini, 303.5 Mini, 305 Mini Excavator	$155.00	3 Hours	
Backhoe	CAT 430F, CAT 430E Backhoe	$145.00	4 Hours	
Backhoe w/ Breaker	CAT 430F, CAT 430E Backhoe w/ Breaker	$223.00	2 Hours	
Compaction Wheel	Shaker Head/Compaction Wheel	$288.00	Per Day	
Move On/Off	Move-On/Move-Off Backhoe	$195.00	Each Move	On and Off
Truck	Labor Truck and Tools	$130.00	2 Hours	Portal to Portal
Compressor	1 Man Compressor w/ Air Tools	$175.00	2 Hours	
Compressor	2 Man Compressor w/ Air Tools	$275.00	2 Hours	
Laborer	Laborer	$105.00	2 Hours	
Bobcat	Bobcat w/ Grinder Attachment/ Sweeper	$200.00	4 Hours	
Move On/Off	Move-On/Move-Off Bobcat w/ attachments	$195.00	Each Move	On and Off
Water Wagon	Water Wagon Rental	$250.00	Per Day	
Delivery/Pickup	Water Wagon Delivery and Pickup	$130.00	Each Way	Delivery and Pickup
Overtime	Time and a Half	$30.00	Per Hour	
Double Time	Double Time	$45.00	Per Hour	

** Prices Effective July 1, 2019

Parameter	Method	Matrix	TAT (bus. days)	Unit Price ($)
Volatile Organics by GC/MS	EPA 8260B	Soil/Aqueous	5	70
BTEX & Fuel Oxygenates by GC/MS	EPA 8260B	Soil/Aqueous	5	40
TPH by GC/FID Gasoline Range	EPA 8015B	Soil/Aqueous	5	25
TPH by GC/FID Diesel Range	EPA 8015B	Soil/Aqueous	5	37
TPH by GC/FID Motor Oil Range	EPA 8015B	Soil/Aqueous	5	35
TPH Carbon Chain C6 to C44	EPA 8015B	Soil/Aqueous	5	45
TPH by GC/FID DRO & MOR (quantitated against Diesel Standard)	EPA 8015B	Soil/Aqueous	5	38
Semivolatile Organics by GC/MS	EPA 8270C	Soil/Aqueous	10	135
Polynuclear Aromatic Hydrocarbons by HPLC	EPA 8310	Soil/Aqueous	10	95
Polynuclear Aromatic Hydrocarbons by GC/MS SIM	EPA 8270C-SIM	Soil/Aqueous	10	90
Organochlorine Pesticides by GC	EPA 8081A	Soil/Aqueous	5	75
Organochlorine Herbicides by GC	EPA 8151A	Soil/Aqueous	10	195
Polychlorinated Biphenyls (PCBs) by GC/ECD	EPA 8082	Soil/Aqueous	5	55
1,4-Dioxane by GC/MS-SIM ID	EPA 8270C-SIM ID	Soil/Aqueous	10	95
1,2,3-Trichloropropane (TCP)	EPA 8260B	Soil/Aqueous	5	80
1,2,3-Trichloropropane (TCP)	EPA 524.2 SRL	Aqueous	5	80
N-Nitrosodimethylamine (NDMA)	EPA 1625CM	Aqueous	10	125
N-Nitrosodimethylamine (NDMA)	EPA 8270C SIM	Soil/Aqueous	10	125
CCR Title 22 Metals by ICP	EPA 6010/7000S	Soil/Aqueous	5	70
CCR Title 22 Metals by ICP/MS	EPA 6020/7000S	Soil/Aqueous	5	70
Metals by ICP, each	EPA 6010B	Soil/Aqueous	5	15
Metals by ICP/MS, each	EPA 6020	Soil/Aqueous	5	17
Chromium, Hexavalent by Colorimetric	EPA 7196A	Soil/Aqueous	5	40
Chromium, Hexavalent by IC	EPA 7199	Soil/Aqueous	5	65
Chromium, Hexavalent by IC	EPA 218.6	Soil/Aqueous	5	70
Mercury	EPA 7470A/7471	Soil/Aqueous	5	22
Ferrous Iron	SM 3500FeD	Aqueous	5	35
Alkalinity (as CaCO3)	SM 2320 B	Aqueous	5	12
Anions by IC (Cl,F,Br,NO2,NO3,PO4,SO4) each	EPA 300.0	Aqueous	5	15
Anions Scan by IC (Cl,F,Br,NO2,NO3,PO4,SO4)	EPA 300.0	Aqueous	5	50
Bicarbonate Alkalinity	SM 2320 B	Aqueous	5	12
Biochemical Oxygen Demand (BOD)	SM 5210 B	Aqueous	5	50
Carbon Dioxide	RSK 175	Aqueous	5	65
Carbonate Alkalinity	SM 2320 B	Aqueous	5	12
Chemical Oxygen Demand (COD)	SM5220D	Aqueous	5	25
Chlorine, Residual	SM 4500 Cl F	Aqueous	5	20
COD (Chemical Oxygen Demand)	EPA 410.4	Aqueous	5	20
Conductivity	SM 2510 B	Aqueous	5	7
Dissolved Oxygen	SM 4500 O G	Aqueous	5	75
Ethane, Ethene, & Methane	RSK 175	Aqueous	5	75
Fluoride General	EPA 300.0	Aqueous	5	15
Hardness, as CaCO3	SM 2340 C	Aqueous	5	15
MBAS (Surfactants)	SM 5540 C	Aqueous	5	40

Nitrate Nitrogen	EPA 300.0	Aqueous	5	15

Parameter	Method	Matrix	TAT (bus. days)	Unit Price ($)
Nitrate/Nitrite Nitrogen	EPA 300.0	Aqueous	5	20
Nitrite Nitrogen	EPA 300.0	Aqueous	5	15
Nitrogen, Ammonia	EPA 350.2/350.3/SM 4500 B/C/F	Aqueous	5	50
Nitrogen, Total Kjeldahl (TKN)	SN 4500 N Org B	Aqueous	5	50
Oil & Grease, Total (HEM.)	EPA 1664A	Aqueous	5	50
Percent Moisture	ASTM D2216	Soil	5	12
Perchlorate	EPA 314.0	Aqueous	5	35
Perchlorate	EPA 314.0	Soil	5	60
Perchlorate	EPA 6850/331.0	Soil/Aqueous	10	135
pH	SM 4500 H+B/9045D	Aqueous	5	7
Phosphate, ortho-	SM 4500 P B/E	Aqueous	5	25
Phosphate, ortho-	EPA 365.1	Aqueous	5	45
Phosphate, Total	SM 4500 P B/E	Aqueous	5	25
Phosphate, Total	EPA 365.1	Aqueous	5	30
Salinity	SM 2520B	Aqueous	5	30
Sieve Analysis	ASTM D422	Soil	5	75
Solids, Settleable	SM 2540 F	Aqueous	5	12
Solids, Total Dissolved	SM 2540 C	Aqueous	5	12
Solids, Total Suspended	SM 2540 D	Aqueous	5	12
Sulfate	EPA 300.0	Aqueous	5	15
Sulfide	SM 4500 S2 D	Aqueous	5	20
Sulfide, Dissolved	SM 4500 S2 D	Aqueous	5	20
Sulfide, Reactive	SW846 Ch.7 1	Soil/Aqueous	5	20
Sulfite	SM 4500 SO3	Aqueous	5	35
Total Dissolved Solids (TDS)	SM 2540 C	Aqueous	5	12
Total Inorganic Carbon	EPA 415.1/SM 5310 D	Aqueous	5	40
Total Organic Carbon	EPA 415.1/SM 5310 D	Aqueous	5	30
Total Organic Carbon	EPA 9060A	Soil	5	70
Total Recoverable Petroleum Hydrocarbons by IR	EPA 418.1	Soil/Aqueous	5	40
Turbidity	SM 2130 B	Aqueous	5	12
Ignitability	EPA 1010	Soil/Aqueous	5	30
Corrosivity as pH	EPA 9040/9045	Soil/Aqueous	5	7
Reactive Sulfides/Cyanides	EPA SW-846	Soil/Aqueous	5	25
TCLP Extraction-Zero Headspace Extraction	EPA 1311	Soil/Aqueous	5	90
TCLP Extraction	EPA 1311	Soil/Aqueous	5	30
STLC Extraction	CCR Title 22	Soil/Aqueous	5	30

Parameter	Method	Matrix	TAT (bus. days)	Unit Price ($)

Toxic Organic Compounds by GC/MS SCAN	EPA TO-15 - SCAN	Air	5	125
Toxic Organic Compounds by GC/MS SIM	EPA TO-15 - SIM	Air	10	175
TPH as Gasoline	EPA TO-3	Air	10	50
Fixed Gases Inorganics Includes: Oxygen, Nitrogen, Carbon Monoxide, & Carbon Dioxide.	ASTM D1946	Air	5	75
Summa Canister Rental (One-liter or six-liter, batch certificatio)				30
Summa Canister Rental (SIM or Individual certification)				75
Flow Controller Rental (Soil gas, batch certification)				15
Flow Controller Rental (Indoor Air or Ambient Air, batch certification)				25
Flow Controller Rental (Indoor Air or Ambient Air, SIM certification)				50
Tedlar bags, one liter (purchase)				25
EnCore sampler (price is for each sampler, need 3 for any VOC test, 5 if VOCs + TPHg)				8
5035 Prep Fee for samples submitted in EnCore samplers				10
5035 Field Sampling Kit for VOCs (3 vials)				14
5035 Field Sampling Kit for VOCs (5 vials)				25
Notes:				
Discount from Standard Fee Schedule (for methods not listed above): 20%				
Rush surcharges: 24-hrs 100% (2.0 multiplier), 48-hrs 50% (1.5 multiplier), 3 days 25% (1.25 multiplier), 4 days 15% (1.15 multiplier				
Surcharge for Data Packages: Level III +10%, Level IV +15%				
requested, is 15 working days				

Project Specific Quotes Available

FEE SCHEDULE

KEHOE TESTING & ENGINEERING

CONE PENETRATION TESTING (CPT) SERVICES/PRICING (portal to portal*):

• CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig	280.00/hr
• CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig (Overtime)	320.00/hr
• CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig (Double time)	360.00/hr
• Minimum Call Out for CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig (4 hrs or less)	1,500.00/day

CPT SERVICES/PRICING INCL. PREVAILING WAGE (portal to portal*):

• CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig	420.00/hr
• CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig (Overtime)	480.00/hr
• CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig (Double time)	540.00/hr
• Minimum Call Out for CPT Soundings w/ CPT Rig, Direct Push, Limited or Track Rig (4 hrs or less)	2,000.00/day

SOIL, GROUNDWATER, VAPOR SAMPLING SERVICES/PRICING (portal to portal*):

• Direct Push, Limited or Track Rig	180.00/hr
• Direct Push, Limited or Track Rig (Overtime)	220.00/hr
• Direct Push, Limited or Track Rig (Double time)	260.00/hr
• Minimum Call Out for Direct Push, Limited or Track Rig (4 hrs or less)	900.00/day

SOIL, GROUNDWATER, VAPOR SAMPLING INCL. PREVAILING WAGE (portal to portal*):

• Direct Push, Limited or Track Rig	300.00/hr
• Direct Push, Limited or Track Rig (Overtime)	360.00/hr
• Direct Push, Limited or Track Rig (Double time)	420.00/hr
• Minimum Call Out for Direct Push, Limited or Track Rig (4 hrs or less)	1,300.00/day

OTHER SERVICES/PRICING:

• Seismic Shear Wave Measurements w/ CPT Rig	30.00/ea
• Pore Pressure Dissipation Testing w/ CPT Rig (no charge w/ daily rate)	no charge
• Pore Pressure Dissipation Testing w/ CPT Rig (no charge w/ daily rate, incl. Prevailing Wage)	no charge
• Concrete Coring (up to 8" thick)	150.00/core
• Per Diem/Two Man	400.00/nt
• Cancellation Fee (less than 24 hrs notice given)	300.00/ea

MATERIALS:

• Acetate Liners (1" dia x 2' length)	3.00/ea
• Acetate Liners (1 ¾" dia x 4' length)	4.50/ea
• PVC Blank (3/4" or 1" dia), Flush Threaded	3.50/ft
• PVC Screen (3/4" or 1" dia), Flush Threaded	4.00/ft
• PVC Caps	1.00/ea
• Bentonite Granules / Portland Cement / Concrete / Sand / Asphalt Patch	15.00/ea
• Bentonite Grout	30.00/ea
• Waste Drum (55 gallon)	50.00/ea
• Polyethylene Tubing for Groundwater (3/8" dia) & Vapor Sampling (1/4" dia)	.25/ft
• Nylon (NylaFlow) Tubing for Vapor Sampling (1/4" dia)	.75/ft
• Teflon Tubing for Vapor Sampling (1/4" dia)	2.00/ft
• Vapor Valves	3.25/ea
• Vapor Filter/Implant (1/4" Polypropolene)	2.00/ea
• Disposable Steel Tips for Groundwater Sampling / Vapor Sampling	10.00/ea
• Other Materials	(cost + 15%)

* Portal to portal time includes travel time & loading/unloading equipment. It is also included in total hours estimated.
** All unit prices are subject to change. Must call for an estimate based on a specific scope of work.

(Rev.02/11/20-1)

5415 Industrial Drive * Huntington Beach, CA 92649-1518 * (714) 901-7270 ofc * (714) 901-7289 fax * www.kehoetesting.com

2020 Fee Schedule
(Geophysical/Utility Locating Services)

SubSurface Surveys & Associates, Inc.
2075 Corte Del Nogal, Suite W | Carlsbad, California 92011
Office: (760) 476-0492
Fax: (760) 476-0493

Description	Billing Unit	Non-Prevailing Wage[1]	Prevailing Wage[1]
Geophysical Services			
Basic Geophysical Surveying* (Cost of Crew)	Hourly	$ 280.00	$ 325.00
Advanced Geophysical Surveying** (Cost of Crew)	Hourly	$ 325.00	$ 430.00
Vibration/Blast Monitoring (Cost of Crew)	Hourly	$ 120.00	$ 120.00
Rebar/Post-Tension Delineation (Cost of Crew)	Hourly	$ 210.00	$ 250.00

*Basic geophysical surveying includes: borehole clearance, utility locating, abandoned oil well and UST detection and locating, Ground Penetrating Radar, Electro-Magnetic, Magnetic and VLF surveys, soil resistivity surveys using the Wenner four electrode array.

**Advanced geophysical surveying includes: seismic surveys (refraction and reflection, surface, down-hole, and cross-hole), Electrical Resistivity Imaging Surveys using the STING.

Description	Billing Unit	Amount	Amount
Mobilizations Within Service Area			
Basic Geophysical Surveying[4]	Daily	$ 280.00	$ 280.00
Advanced Geophysical Surveying[4]	Daily	$ 400.00	$ 400.00
Blast/Vibration Monitoring/Rebar/PT Surveying[4]	Daily	$ 240.00	$ 240.00
Mobilizations Outside Service Area (Driving)			
Basic Geophysical Surveying[4]	Hourly	$ 176.00	$ 175.00
Advanced Geophysical Surveying[4]	Hourly	$ 225.00	$ 225.00
Blast/Vibration Monitoring/Rebar/PT Surveying[4]	Hourly	$ 150.00	$ 150.00
Other Costs			
Weekend, Nighttime[2]	Lump Sum	25% Increase	25% Increase
Overtime[3]	Lump Sum	25% Increase	25% Increase
Presite Visits	Hourly	$ 60.00	$ 60.00
Per Diem (Only charged for out of town projecgs)	Night/person	$140.00	$140.00
Seismic Tomography Processing	Per Line	$ 100.00	$ 100.00

Footnotes

[1]All costs are a turnkey rate, including a professional report with appropriate graphics

[2]Nighttime rates will be applied to all field hours and mobilization rates during the times of 6:00pm to 6:00am.

[3]Overtime rates will be applied to all field hours in excess of 8 field hours worked in any one day.

[4]Mobilization to project sites located within 2 hours of Carlsbad, CA

MASTER AGREEMENT FOR AS NEEDED MATERIALS TESTING SERVICES TWINING, INC.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between Carlsbad Municipal Water District, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad, hereinafter referred to as "CMWD", and TWINING, INC., a California corporation, hereinafter referred to as "Contractor."

RECITALS

A. CMWD requires the professional services of an engineering firm that is experienced in materials testing services.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as needed materials testing services.

D. Contractor has submitted a proposal to CMWD under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CMWD and Contractor agree as follows:

1. SCOPE OF WORK

CMWD retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The Executive Manager of CMWD ("Executive Manager") may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, CMWD needs, and appropriation of funds by the CMWD Board of Directors. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by CMWD and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by the Executive Manager (or designee) or General Manager of CMWD as authorized by the

Executive Manager ("General Manager"). The Executive Manager (or designee) or General Manager will give allowance for documented and substantiated unforeseeable and unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by CMWD inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Six Hundred Thousand Dollars ($600,000)** per Agreement year. If the City extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2%, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, CMWD shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for CMWD, the Executive Manager (or designee) or General Manager, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of CMWD. Contractor will be under control of CMWD only as to the result to be accomplished, but will consult with CMWD as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of CMWD for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. CMWD will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. CMWD will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify CMWD within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which CMWD may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the CMWD's election, CMWD may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of CMWD. If Contractor subcontracts any of the Services, Contractor will be fully responsible to CMWD for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and CMWD. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by CMWD.

8. OTHER CONTRACTORS

The CMWD reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the CMWD and the City of Carlsbad and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense CMWD incurs or makes to or on behalf of an injured employee under the CMWD's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or CMWD Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. CMWD, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the CMWD as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for CMWD). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to CMWD's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The CMWD will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the CMWD.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to CMWD sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the City/CMWD.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then CMWD will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by CMWD to obtain or maintain insurance and CMWD may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. CMWD reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of CMWD during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of CMWD. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this

Agreement will be delivered at once to CMWD. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in CMWD and Contractor relinquishes all claims to the copyrights in favor of CMWD.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of CMWD and on behalf of Contractor under this Agreement are:

For CMWD/City:		For Contractor:	
Name	Jennifer Chapman	Name	Andrew Suarez
Title	Contract Administrator	Title	Project Manager
Dept	Public Works	Address	2883 East Spring Street
	CITY OF CARLSBAD		Long Beach, CA 90806
Address	1635 Faraday Avenue	Phone	858-974-3750
	Carlsbad, CA 92008	Email	asuarez@twininginc.com
Phone	760-602-2735		

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the CMWD Clerk in accordance with the requirements of the CMWD of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or CMWD will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both

parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the Executive Manager. The Executive Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the Executive Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, CMWD may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If CMWD decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, CMWD may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by CMWD and all work in progress to CMWD at the address contained in this Agreement. CMWD will make a determination of fact based upon the work product delivered to CMWD and of the percentage of work that Contractor has performed which is usable and of worth to CMWD in having the Agreement completed. Based upon that finding CMWD will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of CMWD, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to CMWD. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. CMWD will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, CMWD will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to CMWD must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to CMWD, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If CMWD seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for CMWD to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right

or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon CMWD and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of CMWD, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

TWINING, INC., a California corporation

By:

Robert Hathaway
(sign here)

Bob Hathaway, CFO
(print name/title)

By:

Edward M. Twining Jr.
(sign here)

Edward M. Twining, Jr., Chairman
(print name/title)

CARLSBAD MUNICIPAL WATER DISTRICT, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad

By:

Matt Hall, President

ATTEST:

Barbara Engleson, Secretary

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CMWD OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, General Counsel

BY: _____
Assistant General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed materials testing services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto. For field services, the client will be charged for the hours actually worked in 2, 4, 6 and 8 hour increments.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

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Schedule of Fees

Personnel Rates: Per Hour Unless Otherwise Noted

Task Code	Engineering and Consulting Personnel	Rate
10026	Senior Principal Advisor/Consultant	$ 300.00
10001	Principal Engineer/Geologist	$ 200.00
10017	Metallurgical Engineer	$ 190.00
70000	Registered Geotechnical Engineer	$ 195.00
10010	Technical Advisor	$ 195.00
10011	Material Scientist, Welding/NDT Consultant	$ 205.00
70003	Registered Geologist/Certified Engineering Geologist	$ 165.00
10003	Senior Engineer/Geologist	$ 175.00
10009	Registered Civil Engineer	$ 170.00
60003	Roofing/Waterproofing Consultant	$ 195.00
10013	Project Engineer/Manager	$ 135.00
30000	Quality Control Manager	$ 155.00
10005	Senior Staff Engineer/Geologist	$ 150.00
10007	Staff Engineer/Geologist	$ 145.00
10015	Quality Control Administrator	$ 135.00
10019	Metallurgical Technician	$ 110.00
90001	CADD Operator/Draftsperson	$ 97.00
70107	Field Supervisor	$ 130.00
91030	Safety Supervisor	$ 130.00
20000	Laboratory Manager	$ 115.00
98000	Laboratory Technician	$ 95.00
90005	Expert Witness Testimony	$ 525.00
91010	Qualified SWPPP Developer	$ 150.00
91000	Qualified SWPPP Practitioner	$ 135.00
30001	Vibration Engineer	$ 175.00

Task Code	Field Inspection Personnel	Rate
10101	Concrete/Reinforced Steel Inspector	$ 100.00
10103	Prestressed/Post Tensioned Inspector	$ 100.00
10105	Concrete ICC Inspector	$ 100.00
10109	Drilled-In-Anchor Inspector	$ 100.00
10111	Gunite/Shotcrete Inspector	$ 100.00
10113	Masonry Inspector	$ 100.00
10201	Structural Steel/Welding Inspector	$ 100.00
10203	AWS Certified Welding Inspector	$ 100.00
10207	Fireproofing Inspector	$ 100.00
10501	Lead Inspector	$ 110.00
10115	Firestop Special Inspector - IFC Premier	$ 110.00
10117	Firestop Special Inspector - IQP	$ 110.00
70109	L.A. Deputy Grading Inspector	$ 120.00
75001	Asphalt Field and Plant Inspector/Technician	$ 100.00
70103	Pile Driving Inspector	$ 100.00
70101	Soils Technician	$ 100.00
10107	Concrete Quality Control (ACI/Caltrans Technician)	$ 100.00
10122	Wood Framing Inspector	$ 100.00
60001	Roofing/Waterproofing Inspector	$ 122.00
10515	Mechanical Inspector	$ 140.00
10519	Electrical Inspector	$ 140.00
10521	Plumbing Inspector	$ 140.00
10523	Building Inspector	$ 135.00
30002	Vibration Monitoring Technician	$ 108.00
50003	Field Engineering Technician	$ 120.00

Task Code	Shop Inspection Personnel	Rate
10301	Structural Steel Fabrication Inspector	$ 110.00
10309	Batch Plant Quality Control Technician/Inspector	$ 110.00
10325	Glue-Laminated Fabrication Inspector	Quotation
10328	Pre-Cast Concrete/Pipe Fabrication Inspector	$ 116.00

Task Code	Non-Destructive Testing Personnel	Rate
10401	NDE Ultrasonic Testing Technician	$ 115.00
10403	NDE Magnetic Particle Testing Technician	$ 115.00
10405	NDE Dye Penetrant Testing Technician	$ 115.00
10305	Combination NDE Technician/Welding Inspector	$ 115.00
10409	Radiographic Testing (crew of 2)	$ 315.00
10020	NDE Engineer	$ 180.00

Task Code	Equipment Usage (Daily Unless Otherwise Noted)	Rate
95318	Skidmore	$ 40.00
95309	Torque Wrench, Small	$ 15.00
95312	Torque Wrench, Large	$ 25.00
95315	Torque Multiplier	$ 40.00
95321	Air Meter	$ 20.00
95324	Brass Mold	$ 20.00
95343	Nuclear Gauge (Per Hour)	WAIVED
95333	Pull Test Equipment	$ 60.00
95348	Concrete/Asphalt Coring Equipment	$ 250.00
95327	Pachometer	$ 55.00
95336	Floor Flatness (Dipstick)	$ 45.00
95330	Schmidt Hammer	$ 20.00
95341	Vapor Emission Test Kits	$ 30.00
95342	Relative Humidity Probe	$ 60.00
95339	UPV (Ultrasonic Pulse Velocity) Meter	$ 350.00
95351	Fireproofing Adhesion/Cohesion (Per Test)	$ 35.00
95300	A Scan Ultrasonic Equipment and Consumables	$ 75.00
95303	Magnetic Particle Equipment and Consumables	$ 40.00
95306	Liquid Penetrant Consumables	$ 35.00
95307	Phased Array Ultrasonic Equipment (Per Hour)	$ 60.00
95347	Ground Penetrating Radar	$ 300.00
95345	Impact Echo	$ 350.00
95362	Ultrasonic Tomography	$ 450.00
95349	Inertial Profiler (Per Hour)	$ 260.00
95357	Project Dedicated Vehicle	$ 110.00
95364	Roller Compacted Concrete Vibrating Hammer/Tampling Plate	$ 70.00
95367	Half-cell Potential Equipment Set	$ 350.00
95368	Concrete Electrical Resistivity Meter	$ 160.00
95369	Field Hardness (Steel)	$ 100.00
95370	Coating Thickness Gauge	$ 100.00
95371	Temperature Control Curing Box (Per Month)	$ 450.00
95372	Temperature Matching Curing Box (Per Month)	$ 520.00

Task Code	Specimen Pick-Up	Rate
20102	Standard Sample: Concrete Cylinders (Each)	WAIVED
20101	Standard Sample: Mortar/Grout Cubes and Cores, Fireproofing, Rebar, and Epoxy Prisms (Each)	WAIVED
20103/ 20104	Oversize Sample: Masonry Prisms, Shotcrete Panels, Flexural Beams (Each)	$ 50.00
20107	Technician for Specimen Pick-Up Not Listed Above (Per Hour, 2-Hour Minimum)	$ 95.00
20109	Technician for Specimen Pick-Up Before 5:00 a.m. or After 5:00 p.m. Monday thru Friday, or All Day Saturday (Per Hour, 2-Hour Minimum Plus Mileage)	$ 120.00

Task Code	Jobsite Trailer, Mobile or On-site Laboratory	Rate
95360	Mobile laboratory for rapid strength concrete (per shift not exceeding 12 hours) All others by quotation	$ 450.00

Task Code	Concrete Tests (Field Made Specimens)	Rate
20201	6" x 12" Cylinder: Compression Strength (ASTM C39)	$ 25.00
20202	4" x 8" Cylinder: Compression Strength (ASTM C39)	$ 25.00
20203	Density of Structural Lightweight Concrete Equilibrium or Oven Dry Method (ASTM C567)	$ 77.00
20205	Core Compression including Trimming (ASTM C42)	$ 62.00
20207	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523)	$ 85.00
20209	Splitting Tensile Strength (ASTM C496)	$ 90.00
20211	Modulus of Elasticity Test (ASTM C469)	$ 240.00
80003	Rapid Chloride Permeability Test: Cylinders or Cores (ASTM C1202)	$ 490.00
80006	Density, Absorption, and Voids in Hardened Concrete (ASTM C642)	$ 450.00

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Task Code	Concrete Tests (Field Made Specimens), Continued	Rate
40005	Flexural Toughness (ASTM C1609, Formerly ASTM C1018)	$ 800.00
40006	Double Punch Strength of Fiber Reinforced Concrete	$ 450.00
40009	Coefficient of Thermal Expansion of Concrete (CRD 39, AASHTO T336)	$ 500.00

Task Code	Concrete Specimen Preparation	Rate
20151	Sawing of Specimens (Each)	$ 32.00
20157	Coring of Specimens in Lab (Each)	$ 32.00

Task Code	Laboratory Trial Batch: Concrete, Cement and Mortar	Rate
30217	Compression Test Cylinders Made and Tested in Laboratory (ASTM C192, C35)	$ 50.00
30219	6" x 6" x 18" Flexural Beams Made and Tested in Laboratory (ASTM C192, C78)	$ 90.00
30223	Splitting Tensile Strength Cylinders Made and Tested in Laboratory (ASTM C192, C496)	$ 110.00
30225	Modulus of Elasticity Test Cylinders Made and Tested in Laboratory (ASTM C192, C469)	$ 260.00
30227	Density of Structural Lightweight Concrete Made in the Laboratory, Equilibrium or Oven Dry Method (ASTM C567)	$ 95.00
30201	Laboratory Trial Batch (ASTM C192)	$ 475.00
30203	Laboratory Trial Batch: Packaged Dry Concrete Including Verification of Slump, Air Content, Plastic Unit Weight, Six Cylinders for Compressive Strength (ASTM C387 and C192)	$ 950.00
30205	Drying Shrinkage Up to 28 Days: Three 3" x 3" or 4" x 4" Bars, Five Readings up to 28 Dry Days (ASTM C157)	$ 490.00
30230	Additional Reading, Per Set of Three Bars	$ 45.00
30231	Storage over Ninety (90) Days, Per Set of Three Bars, Per Month	$ 30.00
30207	Setting Time Up to 7 Hours (ASTM C403)	$ 130.00
30209	Bleeding (ASTM C232)	$ 130.00
30229	Concrete Restrained Expansion (ASTM C878)	$ 520.00
30211	Mix, Make and Test Mortar or Grout Specimens for Compressive Strength: Set of 6 (ASTM C878)	$ 450.00
20263	Non-Shrink Grout: Height Change after Final Set (ASTM C1090)	$ 450.00
20265	Non-Shrink Grout: Height Change at Early Age (ASTM C827)	$ 800.00
30232	Cracking Resistance, Set of Three Rings, Laboratory Trial Batching, Test Until Cracking or up to 28 Days (ASTM 1581)	$ 5,000.00
30233	Evaluation of Pre-Packaged Masonry Mortars (ASTM C270)	$ 1,100.00
30234	Creep, ASTM C512 (One Age of Loading, 12 Months Duration of Testing)	$ 7,000.00

Task Code	Chemical Analysis and Petrographic Examination of Concrete	Rate
80123	Chemical Analysis for Acid Soluble Chlorides (ASTM C1152) (includes sample prep)	$ 250.00
80193	Chloride Diffusion Coefficient of Cementitious Mixtures by Bulk Diffusion (ASTM C1556)	$ 2,200.00
80129	Petrographic Examination of Hardened Concrete (ASTM 856) (Comprehensive)	$ 1,700.00

Task Code	Physical and Chemical Analysis of Cement	Rate
80195	Physical Testing and Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	$ 1,200.00
80100	Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150)	$ 650.00
80103	Physical Testing of Portland Cement per Standard Requirements (ASTM C150)	$ 650.00
80194	Physical Testing of Type K Cement, Mortar Expansion (ASTM C806)	$ 650.00
80106	Partial Analysis or Specific Physical Tests	Quotation
80110	Sulfates Resistance of Hydraulic Cement (ASTM C1012) - 6 months	$ 2,400.00
80111	Sulfates Resistance of Hydraulic Cement (ASTM C1012) - 12 months	$ 2,600.00

Task Code	Physical and Chemical Analysis of Fly Ash	Rate
80140	Chemical Analysis of Fly Ash per Standard Requirements (ASTM C618)	$ 650.00
80143	Physical Testing of Fly Ash per Standard Requirements (ASTM C618)	$ 650.00
80146	Partial Analysis or Specific Physical Tests	Quotation
80147	Chemical Analysis and Physical Testing of Fly Ash per Standard Requirements (ASTM C1618)	$ 1,100.00

Task Code	Physical Testing of Chemical Admixtures for Concrete	Rate
80196	Qualification of Admixture per ASTM C494	Quotation

Task Code	Soils and Aggregate Tests	Rate
30503	Abrasion: LA Rattler (ASTM C131)	$ 195.00
30505	Abrasion: LA Rattler (ASTM C535)	$ 195.00
70301	Atterberg Limits/Plasticity Index (ASTM D4318, CTM204)	$ 150.00
70303	California Bearing Ratio Excluding Maximum Density (ASTM D1883): Soil	$ 550.00
70304	California Bearing Ratio Excluding Maximum Density (ASTM D1883): Cement-Treated Soil	$ 650.00
70344	Cement-Treated Soil/Base Mix Design: includes three trial cement contents with three unconfined compressive strength specimens per cement content	$ 3,200.00
70305	Chloride and Sulfate Content (CTM 417, CTM 422)	$ 150.00
30403	Clay Lumps and Friable Particles (ASTM C142)	$ 175.00
30321	Cleanness Value: 1" x #4 (CTM 227)	$ 175.00
30322	Cleanness Value: 1.5" x .75" (CTM 227)	$ 275.00
70393	Collapse Potential/Index (ASTM D5333)	$ 175.00
70396	Compressive Strength of Molded Soil-Cement Cylinders (ASTM D1633)	$ 105.00
70309	Consolidation Test: Full Cycle (ASTM 2435, CTM 219)	$ 195.00
70311	Consolidation Test: Time Rate per Load Increment (ASTM D2435, CTM 219)	$ 45.00
70313	Corrosivity Series: Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422)	$ 245.00
70315	Crushed/Fractured Particles (ASTM D5821, CTM 205)	$ 175.00
70317	Direct Shear Test: Remolded and/or Residual (ASTM D3080)	$ 245.00
70319	Direct Shear Test: Undisturbed - Slow [CD] (ASTM D3080)	$ 225.00
70321	Direct Shear Test: Undisturbed - Fast [CU] (ASTM D3080)	$ 195.00
70378	Durability Index: Per Method - A,B,C, or D (CTM 229, ASTM D3744)	$ 210.00
70325	Expansion Index (ASTM D4829, UBC 18-2)	$ 150.00
75004	Fine Aggregate Angularity (AASHTO T304, ASTM C1252, CTM 234)	$ 190.00
30507	Flat and Elongated Particle (ASTM D4791)	$ 225.00
30508	Flat or Elongated Particle (ASTM D4791)	$ 195.00
70331	Maximum Density: Methods A/B/C (ASTM D1557, D698, CTM 216)	$ 175.00
70333	Maximum Density: Check Point (ASTM D1557, D698)	$ 65.00
70335	Maximum Density: AASHTO C [Modified] (AASHTO T-180)	$ 195.00
70337	Moisture Content (ASTM D2216,CTM 226)	$ 25.00
70339	Moisture and Density: Ring Sample (ASTM D2937)	$ 30.00
70341	Moisture and Density: Shelby Tube Sample (ASTM D2937)	$ 40.00
70340	Moisture-Density Relations of Soil-Cement Mixtures Premixed in the Field (ASTM D558)	$ 275.00
70342	Moisture-Density Relations of Soil-Cement Mixtures Mixed in the Lab (ASTM D558)	$ 350.00
30401	Organic Impurities (ASTM C40, CTM 213)	$ 90.00
70343	Permeability (ASTM D5084)	Quotation
80001	Potential Reactivity: Chemical Method (ASTM C289 - Discontinued Method)	$ 525.00
70394	Potential Reactivity: Mortar Bar Expansion Method, 14-Day Exposure (ASTM C1260)	$ 825.00
70391	Potential Reactivity: Mortar Bar Expansion Method, 28-Day Exposure (ASTM C1260)	$ 875.00
70398	Potential Reactivity: Concrete Bar Expansion, Method (ASTM C1293), 12 month	$ 2,600.00
70399	Potential Reactivity: Concrete Bar Expansion, Method (ASTM C1293), 24 month	$ 2,800.00

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Task Code	Soils and Aggregate Tests, Continued	Rate
70397	Potential Reactivity of Aggregate Combination, 14-Day Exposure, Mortar (ASTM C1567)	$ 950.00
70392	Potential Reactivity of Aggregate Combination, 28-Day Exposure, Mortar (ASTM C1567)	$ 1,000.00
70345	R-Value: Soil (ASTM 2844, CTM 301)	$ 375.00
70347	R-Value: Aggregate Base (ASTM D2844, CTM 301)	$ 400.00
70349	Sand Equivalent (ASTM D2419, CTM 217)	$ 125.00
70351	Sieve #200 Wash Only (ASTM D1140, CTM 202)	$ 90.00
70353	Sieve with Hydrometer: 3/4" Gravel to Clay (ASTM D422, CTM 203)	$ 250.00
70355	Sieve with Hydrometer: Sand to Clay (ASTM D422, CTM 203)	$ 240.00
70357	Sieve Analysis Including Wash (ASTM C136, CTM 202)	$ 140.00
70359	Sieve Analysis Without Wash (ASTM C136, CTM 202)	$ 100.00
70360	Sieve Analysis: Split Sieve (ASTM C136, CTM 202)	$ 200.00
70361	Sieve Analysis Without Wash: With Cobbles (ASTM C136, CTM 202)	$ 225.00
70363	Soundness: Sodium or Magnesium Sulfate, 5 Cycles (ASTM C88)	$ 450.00
70365	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206)	$ 100.00
70367	Specific Gravity and Absorption: Fine (ASTM C128, CTM 207)	$ 165.00
70369	Swell/Settlement Potential: One Dimensional (ASTM D4546)	$ 105.00
70371	Triaxial	Quotation
70373	Unconfined Compression (ASTM D2166, CTM 221)	$ 135.00
30317	Unit Weight Per Cubic Foot (ASTM C29, CTM 212)	$ 125.00
30319	Voids in Aggregate with Known Specific Gravity (ASTM C29, CTM 212)	$ 125.00
30411	Lightweight Particle: Coarse (ASTM C123)	$ 400.00
30412	Lightweight Particle: Fine (ASTM C123)	$ 400.00

Task Code	Asphalt Concrete Tests	Rate
75031	HMA Mixing and Preparation	$ 125.00
75032	HMA Mixing and Preparation with Aggregate Treatment	$ 175.00
75033	Bulk Specific Gravity of Compacted Sample or Core: SSD (CTM 308C and ASTM D2726)	$ 55.00
75036	Bulk Specific Gravity of Compacted Sample or Core: Parafin Coated (CTM 308A and ASTM D1188)	$ 80.00
75040	Emulsion Residue, Evaporation (ASTM D244)	$ 150.00
75024	Extraction: % Bitumen (CTM 382, ASTM D6307)	$ 150.00
75027	Extraction: % Bitumen and Gradation (CTM 382, CTM 202, ASTM D6307, ASTM D5444)	$ 200.00
75028	Extraction: % Bitumen, Correction Factor (CTM 382, ASTM D6307)	$ 350.00
75030	Chemical Extraction: % Bitumen and Sieve Analysis (ASTM D2172 Method A or B, ASTM D5444)	$ 245.00
75042	Lab Tested Maximum Density: Hveem, 3 briquettes (CTM 304, CTM 308, ASTM D1561, ASTM D1188)	$ 200.00
75057	Hveem Stabilometer Test, Premixed, 3 briquettes (CTM 304, CTM 366, ASTM D1560, ASTM D1561)	$ 200.00
75048	Lab Tested Maximum Density: Marshall, 3 briquettes (ASTM D6926,ASTM D2726)	$ 210.00
75049	Lab Tested Maximum Density: Marshall 6" Specimen, 3 briquettes (ASTM D5581, ASTM D2726)	$ 215.00
75050	Lab Tested Maximum Density: Superpave Gyratory Compacted Briquette, SSD, 1 briquette (ASTM D6925, ASTM D2726)	$ 80.00
75052	Lab Tested Maximum Density: Superpave Gyratory Compacted Briquette, Parafin, 1 briquette (ASTM D6925, ASTM D1188)	$ 90.00
75051	Maximum Theoretical Specific Gravity [RICE] (CTM 309, ASTM D2041)	$ 150.00
75066	Marshall Stability and Flow, Cored Sample, each (ASTM D6927)	$ 80.00
75069	Marshall Stability and Flow, Premixed, 3 briquettes (ASTM D6926, ASTM D6927)	$ 230.00
75106	Marshall Stability and Flow, Gyratory Compacted Specimen Pre-Mixed, 3 briquettes (ASTM D6925, ASTM D5581)	$ 230.00
75107	Marshall Stability and Flow 6" Specimen, Premixed, 3 briquettes (ASTM D5581)	$ 230.00
75063	Moisture Content (CTM 370)	$ 85.00

Task Code	Asphalt Concrete Tests, Continued	Rate
75005	Wet Track Abrasion Test (ASTM D3910)	$ 160.00
75093	Hveem Mix Design (Excluding Aggregate Quality Tests)	$ 3,400.00
75096	Hveem Mix Design, with RAP (Excluding Aggregate Quality Tests, RAP Qualification)	$ 3,800.00
75099	Hveem Mix Design, with Lime (Excluding Aggregate Quality Tests)	$ 3,800.00
75094	Hveem Mix Design Caltrans Untreated Mix (Including Aggregate Quality Tests)	$ 4,650.00
75095	Hveem Mix Design Caltrans Lime Treated Mix (Including Aggregate Quality Tests)	$ 4,650.00
75084	Marshall Mix Design (Excluding Aggregate Quality Tests)	$ 3,400.00
75087	Marshall Mix Design with RAP (Excluding Aggregate Quality Tests)	$ 3,800.00
75090	Marshall Mix Design with Lime (Excluding Aggregate Quality Tests)	$ 3,800.00
75083	Open Grade Asphalt Concrete Mix Design (CTM 368, ASTM D7064)	$ 1,700.00
75109	Superpave Mix Design (Excluding Aggregate Quality Tests)	$ 4,900.00
75113	Superpave Mix Design, with RAP (Excluding Aggregate Quality Tests)	$ 6,500.00
75075	Effect of Moisture on Asphalt Paving Mixtures, Pre-Mixed (AASHTO T283, ASTM D4867)	$ 1,000.00
75111	Hamburg Wheel Track Test, 20,000 passes, 4 briquettes (AASHTO T324)	$ 1,100.00
75039	Raveling Test of Cold Mixed Emulsified Asphalt (ASTM D7196)	$ 200.00
75067	Marshall Stability, wet set, 3 replicates (AASHTO T245)	$ 350.00
75068	Marshall Stability, dry set, 3 replicates (AASHTO T245)	$ 300.00
75070	Cold Recycled Asphalt Mix Design: 2 gradings each, 3 emulsion content (Caltrans LP-8)	$ 10,500.00
75114	Superpave Mix Design, with Rubber (Excluding Aggregate Quality Tests)	$ 6,600.00
75115	Superpave Mix Design, with Additives (Excluding Aggregate Quality Tests)	$ 5,790.00

Task Code	Brick Masonry Tests, ASTM C67	Rate
20301	Modulus of Rupture: Flexural	$ 75.00
20303	Compression Strength	$ 55.00
20305	Absorption: 5 Hour or 24 Hour	$ 60.00
20307	Absorption (Boil): 1, 2 or 5 Hours	$ 70.00
20309	Initial Rate of Absorption	$ 50.00
20311	Efflorescence	$ 70.00
20313	Cores: Compression	$ 65.00
20315	Shear Test on Brick Cores: 2 Faces	$ 90.00

Task Code	Concrete Block, ASTM C140	Rate
20321	Compression	$ 85.00
20323	Absorption/Moisture Content/Oven Dry Density	$ 85.00
20327	Linear Shrinkage (ASTM C426)	$ 225.00
20335	Web and Face Shell Measurements	$ 45.00
20329	Tension Test	$ 155.00
20331	Core Compression	$ 65.00
20333	Shear Test of Masonry Cores: 2 Faces	$ 85.00
20339	Efflorescence Tests	$ 45.00

Task Code	Masonry Prisms, ASTM C1314	Rate
20341	Compression Test: Composite Masonry Prisms Up To 8" x 16"	$ 185.00
20343	Compression Test: Composite Masonry Prisms Larger Than 8" x 16"	$ 245.00
20346	Prism Cord Modulus of Elasticity	$ 525.00
20347	Prism Cord Modulus of Elasticity with Transverse Strain (for double-wythe specimen)	$ 650.00

Task Code	Mortar and Grout	Rate
20351	Compression: 2" x 4" Mortar Cylinders (ASTM C780)	$ 55.00
20353	Compression: 3" x 3" x 6" Grout Prisms, Includes Trimming (ASTM C119)	$ 37.00
20355	Compression: 2" Cubes (ASTM C109)	$ 55.00
20357	Compression: Cores (ASTM C42)	$ 65.00

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Task Code	Masonry Specimen Preparation	Rate
20155	Cutting of Cubes or Prisms	$ 65.00

Task Code	Fireproofing Tests	Rate
20401	Oven Dry Density (ASTM E605)	$ 65.00

Task Code	Gunite and Shotcrete Tests	Rate
20361	Core Compression Including Trimming (ASTM C42)	$ 65.00
20365	Compression: Cubes (Includes Saw Cutting)	$ 85.00

Task Code	Concrete Roof Fill: Gypsum, Vermiculite, Perlite, Lightweight Insulating Concrete, Etc.	Rate
20371	Compression Test (ASTM C495 and C472)	$ 47.00
20373	Air Dry Density (ASTM C472)	$ 37.00
20379	Oven Dry Density (ASTM C495)	$ 62.00

Task Code	Reinforcing Steel, ASTM A615, A706	Rate
20501	Tensile Test: # 11 or Smaller	$ 60.00
20503	Bend Test: # 11 or Smaller	$ 55.00
20504	Bend Test #14 or #18	$ 325.00
20505	Tensile Test: # 14	$ 225.00
20507	Tensile Test: # 18	$ 325.00

Task Code	Reinforcing Steel - Welded or Coupled Specimens	Rate
20521	Tensile Test: Welded/Coupled #11 and Smaller	$ 70.00
20523	Tensile Test: Welded/Coupled #14	$ 250.00
20525	Tensile Test: Welded/Coupled #18	$ 375.00
20529	Weld: Macroetch	$ 75.00
20531	Slippage Test - Caltrans (CTM 670)	$ 190.00
20532	Tensile Test: Welded Hoops #11 and Smaller	$ 145.00

Task Code	Metal and Steel Testing	Rate
20601	Tensile Strength: Up to 100K Pounds (Each)	$ 60.00
20603	Tensile Strength: Up to 200K Pounds (Each)	$ 70.00
20605	Tensile Strength: Up to 300K Pounds (Each)	$ 85.00
20607	Tensile Strength: Up to 400K Pounds (Each)	$ 135.00
20609	Tensile Strength: 400K to 600K Pounds (Each)	$ 325.00
20611	Tensile Strength: Stress-Strain Percent Offset	$ 170.00
20545	Weld: Macroetch	$ 75.00
20547	Weld: Fracture	$ 40.00
20615	Bend Test	$ 55.00
20617	Flattening Test	$ 70.00
20619	Hardness Test (ASTM E18)	$ 80.00
20630	Bolt: Axial Tensile Test (Up to 7/8" diameter)	$ 45.00
20631	Bolt: Wedge Tensile Test (Up to 7/8" diameter)	$ 60.00
20632	Bolt: Axial Tensile Test (Greater than 7/8" up to 1" diameter)	$ 65.00
20633	Bolt: Wedge Tensile Test (Greater than 7/8" up to 1" diameter)	$ 80.00
20634	Bolt: Axial Tensile Test (Greater than 1" diameter)	Quotation
20635	Bolt: Wedge Tensile Test (Greater than 1" diameter)	Quotation
20636	Bolt: Proof Load Test (Up to 7/8")	$ 70.00
20637	Bolt: Proof Load Test (Greater than 7/8" up to 1" diameter)	$ 90.00
20638	Bolt: Proof Load Test (Greater than 1")	Quotation
20639	Nut: Proof Load Test (Up to 7/8")	$ 50.00
20640	Nut: Proof Load Test (Greater than 7/8" up to 1" diameter)	$ 70.00
20641	Nut: Proof Load Test (Greater than 1")	Quotation

Task Code	Chemical Testing of Metal and Steel	Rate
80170	Steel Chemical Analysis	$ 155.00
80173	Weight of Galvanized Coating (ASTM A90)	$ 75.00
80176	Epoxy Coating Thickness	$ 80.00

Task Code	Machining and Preparation of Tensile and Bend Sample: Carbon Steel	Rate
20751	Machinist: Initial Preparation from Mock-up, Etc. (Per Hour)	$ 95.00
20753	Sawcut to Overall Width (Per 0.5" Thickness or Fraction Thereof)	$ 50.00
		$ 55.00
20755	Machine to Test Configuration: Milled Specimens	$ 70.00
20757	Machine to Test Configuration: Turned Specimens (Per 0.5" Thickness or Fraction Thereof)	$ 135.00
20759	Prepare Subsize Specimens (Per 0.5" Thickness or Fraction Thereof)	$ 85.00

Task Code	Charpy Impact	Rate
20621	Charpy Impact Ambient Temperature	$ 90.00
20623	Charpy Impact Reduced Temperature	$ 110.00

Task Code	Machining of Charpy Samples: Carbon Steel	Rate
20780	Cutting and Milling (Per 0.5" or Fraction Thereof)	$ 80.00
20783	Final Machining to Sample Configuration	$ 90.00

Task Code	Prestressing Wires and Tendons, (ASTM A416)	Rate
20701	Stress-Strain Analysis: Wire or Strands (Including Chart and Percent Offset)	$ 180.00
20703	Tensile Test Only	$ 135.00
20705	Tendons	

Task Code	Polymer Matrix Composite Materials (Fiberwrap)	Rate
20706	Tensile Strength – Set of 5 Specimens/batch/ direction (ASTM D3039)	$ 1,350.00
20707	Tensile Strength – Additional Specimens (ASTM D3039)	$ 250.00
20708	Heating Chamber Time – Per 24 hr period	$ 95.00

Task Code	Calibration Services and Universal Machine Usage	Rate
20801	Calibration/Verification Services	Quotation
20803	Universal Test Machine Usage (Per Hour)	$ 350.00

Ceramic Tile Testing Division — Rate

The Ceramic Tile Institute of America (CTIOA) and Twining worked together to advance and develop technology designed to enhance the quality of materials and workmanship in the ceramic tile industry. A separate schedule of fees for these services is available upon request.

Cylic and Fatigue Testing Programs on Special Products/Parts	Quotation
Engineering and Technical supports/Design of Prototypes and Special Test Set-Up	Quotation
Fastener/Coupling Full Testing Program Per New Regulations: Tension, Tension/Bend, Shear, Double Shear, 8 Compressions	Quotation
Fiberglass/Composite Materials Field Testing Program (ASTM D4065, D1143, D4923, D2584, D4476, D1242, D7901, D7921, and D732)	Quotation
Field Testing of Structures and Structural Elements	Quotation
In-Place Shear Testing	Quotation
Materials and/or Product Evaluation Per Specifications	Quotation
Structural Dynamic Testing and Durability Analysis	Quotation

MASTER AGREEMENT FOR AS NEEDED MATERIALS TESTING SERVICES
BARNETT QUALITY CONTROL SERVICES DBA NOVA SERVICES, INC.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between Carlsbad Municipal Water District, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad, hereinafter referred to as "CMWD", and BARNETT QUALITY CONTROL SERVICES DBA NOVA SERVICES, INC., a California Corporation, hereinafter referred to as "Contractor."

RECITALS

A. CMWD requires the professional services of an engineering firm that is experienced in materials testing services.

B. The professional services are required on a non-exclusive, project-by-project basis.

C. Contractor has the necessary experience in providing professional services and advice related to as needed materials testing services.

D. Contractor has submitted a proposal to CMWD under Request for Qualifications (RFQ) 20-1030CMI and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CMWD and Contractor agree as follows:

1. SCOPE OF WORK

CMWD retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

Contractor's obligations with respect to any project granted to Contractor under this Agreement will be as specified in the Task Description for the project (see paragraph 5 below).

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from date written above. The Executive Manager of CMWD ("Executive Manager") may amend the Agreement to extend it for two (2) additional one (1) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, CMWD needs, and appropriation of funds by the CMWD Board of Directors. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. PROGRESS AND COMPLETION

The work for any project granted to Contractor pursuant to this Agreement will begin within ten (10) days after receipt of notification to proceed by CMWD and be completed within the time specified in the Task Description for the project (see paragraph 5 below). Extensions of time for a specific Task Description may be granted if requested by Contractor and agreed to in writing by the Executive Manager (or designee) or General Manager of CMWD as authorized by the

Executive Manager ("General Manager"). The Executive Manager (or designee) or General Manager will give allowance for documented and substantiated unforeseeable and unavoidable delays not caused by a lack of foresight on the part of Contractor, or delays caused by CMWD inaction or other agencies' lack of timely action. In no event shall a specific Task Description exceed the term of this Agreement.

5. COMPENSATION

The cumulative total for all projects allowed pursuant to this Agreement will not exceed **Six Hundred Thousand Dollars ($600,000)** per Agreement year. If CMWD extends the Agreement pursuant to Section 3, the costs of services may increase by a maximum of 2%, if agreed to by both parties. Contractor shall not receive annual adjustments to Contractor's Schedule of Rates specified in Exhibit "A". Fees will be paid on a project-by-project basis and will be based on Contractor's Schedule of Rates specified in Exhibit "A". Prior to initiation of any project work by Contractor, CMWD shall prepare a Project Task Description and Fee Allotment (the "Task Description") which, upon signature by Contractor and for CMWD, the Executive Manager (or designee) or General Manager, will be considered a part of this Agreement. The Task Description will include a detailed scope of services for the particular project being considered and a statement of Contractor's fee to complete the project in accordance with the specified scope of services. The Task Description will also include a description of the method of payment and will be based upon an hourly rate, percentage of project complete, completion of specific project tasks or a combination thereof.

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of CMWD. Contractor will be under control of CMWD only as to the result to be accomplished, but will consult with CMWD as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of CMWD for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. CMWD will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. CMWD will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify CMWD within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which CMWD may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the CMWD's election, CMWD may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of CMWD. If Contractor subcontracts any of the Services, Contractor will be fully responsible to CMWD for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and CMWD. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by CMWD.

8. OTHER CONTRACTORS

The CMWD reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the CMWD and the City of Carlsbad and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense CMWD incurs or makes to or on behalf of an injured employee under the CMWD's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or Executive Manager for CMWD approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. CMWD, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the CMWD as an additional insured.

10.1.1 Commercial General Liability Insurance. $2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. The limits for Commercial General Liability can be achieved through a combination of primary and excess or umbrella liability insurance, provided that such coverage will result in the same or greater coverage as the coverage required under this Section.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for CMWD). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to CMWD's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The CMWD will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the CMWD.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to CMWD sent by certified mail pursuant to the Notice provisions of this Agreement. In the case of non-payment of premium to the Broker, the Contractor shall provide ten (10) days' written notice to the City/CMWD.

10.3 Providing Certificates of Insurance, Endorsements and Waiver of Subrogation. Prior to CMWD's execution of this Agreement, Contractor will furnish certificates of insurance, endorsements and waiver of subrogation endorsement to CMWD/City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then CMWD will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by CMWD to obtain or maintain insurance and CMWD may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. CMWD reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of CMWD during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of CMWD. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this

Agreement will be delivered at once to CMWD. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in CMWD and Contractor relinquishes all claims to the copyrights in favor of CMWD.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of CMWD and on behalf of Contractor under this Agreement are:

For CMWD/City:		For Contractor:	
Name	Jennifer Chapman	Name	James E. Parker
Title	Contract Administrator	Title	Project Manager
Dept	Public Works	Address	4373 Viewridege Avenue, Suite B
	CITY OF CARLSBAD		San Diego, CA 92123
Address	1635 Faraday Avenue	Phone	858-292-7575 x 405
	Carlsbad, CA 92008	Email	jparker@usa-nova.com
Phone	760-602-2735		

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the CMWD Clerk in accordance with the requirements of the CMWD of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes ☒ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or CMWD will reduce such questions, and

their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the Executive Manager. The Executive Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the Executive Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, CMWD may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If CMWD decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, CMWD may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by CMWD and all work in progress to CMWD at the address contained in this Agreement. CMWD will make a determination of fact based upon the work product delivered to CMWD and of the percentage of work that Contractor has performed which is usable and of worth to CMWD in having the Agreement completed. Based upon that finding CMWD will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of CMWD, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to CMWD. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. CMWD will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, CMWD will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to CMWD must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to CMWD, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If CMWD seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for CMWD to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon CMWD and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of CMWD, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

BARNETT QUALITY CONTROL SERVICES DBA NOVA SERVICES, INC., a California corporation

By: Danny Barnett

(sign here)

Danny Barnett, President / CFO

(print name/title)

By:

(sign here)

(print name/title)

CARLSBAD MUNICIPAL WATER DISTRICT, a Public Agency organized under the Municipal Water Act of 1911, and a Subsidiary District of the City of Carlsbad

By:

Matt Hall, President

ATTEST:

Barbara Engleson, Secretary

Proper notarial acknowledgment of execution by Contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups:

Group A	Group B
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

CMWD OF CARLSBAD, a municipal corporation of the State of California
APPROVED AS TO FORM:
CELIA A. BREWER, General Counsel

BY: _____
Assistant General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform as-needed materials testing services in accordance with the city's Request for Qualifications (RFQ20-1030CMI) with Fee Proposal dated June 12, 2020. The agreed upon billing rates for services outlined in said proposal are attached hereto. For field services, the client will be charged for the hours actually worked in 2, 4, 6 and 8 hour increments.

If the use of subcontractors is approved by the city, they shall be billed at cost plus no more than 10%.

NOVA

FEE SCHEDULE

STAFF			
	NAME	TITLE	HOURLY RATE
1.	James E. Parker, PE	Project Manager/Principal Engineer	$200.00
2.	Matthew S. Bovee, PE	Project Engineer	$155.00
3.	John F. O'Brien, PE, GE	Principal Geotechnical Engineer	$200.00
4.	Melissa Stayner, PG, CEG	Senior Engineering Geologist	$175.00
5.	Wail Mokhtar	Project Engineer	$155.00
6.	Kevin Conner	Laboratory Manager	$ 75.00
7.	Adam Greening	Assistant Laboratory Manager	$ 65.00
8.	Armando Gonzalez	Laboratory Technician	$ 55.00
9.	Rene Solano Jr.	Laboratory Technician/Field Technician	$ 45.00/100.00
10.	Brian Gillespie	Field Technician	$100.00
11.	Dustin Jasper	Field Technician	$100.00
12.	Rick Patton	Field Technician	$100.00
13.	Robert Rocha	Ultrasonic Testing Technician	$104.00

EXPENSES			
	DESCRIPTION	COST	% MARKUP
1.	Coring Two Man Crew	$265.00/day	0
2.	Pachometer (reinforcing steel)	$ 50.00/day	0
3.	Skidmore/Wilhelm	$100.00/day	0
4.	Manometer	$ 50.00/day	0
5.	Schmidt Hammer	$ 25.00/day	0
6.	Technical Drafter (CAD)	$ 85.00/hour	0
7.	Word Processing/Administrative	$ 55.00/day	0
8.	Pick-Up/Delivery within San Diego County	$ 85.00/trip	0
9.	Monthly Electronic Reporting	$325.00/month	0

TRAVEL TIME AND MILEAGE

For projects that are greater than 50 miles from NOVA's Office, $0.85/per excess mile to and from the project will be charged for inspectors and technicians.

EXPENSES AND OUTSIDE SERVICES

Outside services not included in this fee schedule (samples sent to outside laboratory for testing, samples sent to outside fabricator or machine shop, equipment and subcontractors) are all charged at cost plus 10%. Per Diem (meals only) charged at $65 per day.

NOVA

FEE SCHEDULE

Based on CA DIR Determination SD-23-63-3-2019-1D – Expiration Date 6/30/2020.

LABORATORY TESTING		
Test	**ASTM/Caltrans**	**Fee**
Soil and Aggregate, Primary Testing		
Compaction Curve, Modified, 6"	D 1557	$195.00
Compaction Curve, Modified, 4"	D 1557	$190.00
Compaction Curve, Standard, 6"	D 698	$195.00
Compaction Curve, Standard, 4"	D 698	$190.00
Compaction Check Point		$ 75.00
California Impact	CT-216	$220.00
Oversize Rock Correction	D 4718	$ 70.00
Sieve Analysis, with Wash	C 136, CT-202	$130.00
Sieve Analysis, coarse, w/o Wash	C 136, CT-202	$ 55.00
Sieve Analysis, fine with Hydrometer	D 422, CT-203	$210.00
#200 Sieve Wash	D 1140	$ 85.00
Specific Gravity and Absorption, Coarse	C 127, CT-206	$ 75.00
Specific Gravity and Absorption, Fine	C 128, CT-207	$ 85.00
Unit Weight and Voids in Aggregate	C 29, CT-212	$ 65.00
Moisture Content	D 2216	$ 35.00
Moisture Content and Dry Density	D 2937	$ 35.00
Atterberg Limits: PL, LL, PI	D 4318, CT-204	$145.00
Atterberg Limits – NP	D 4318, CT-204	$145.00
Sand Equivalent, Average of Three	D 2418, CT-217	$105.00
Sand Equivalent	D 2418	$ 85.00
Durability Index, Coarse	D 3744, CT-229	$255.00
Durability Index, Fine	D 3744, CT-229	$255.00
Cleanness Value	CT-227	$115.00
Los Angeles Abrasion (LA Rattler)	C 131 / C 535, CT-211	$360.00

Soil, Secondary Testing		
Expansion Index	D 4829, UBC 29-2	$160.00
R-Value	D 2844, CT-301	$250.00
Consolidation, per point	D 2435	$ 65.00
Direct Shear, UU, CD, CU	D 3080	$300.00
Sulfate and Chloride Content		$ 90.00
pH and Resistivity	CT-643	$140.00
Unconfined Compression	D 2166	$110.00

Asphalt Concrete		
Hveem Stability and Unit Weight	D 1560, CT-366	$190.00
Maximum Theoretical Specific Gravity (Rice)	D 2041	$ 85.00
Percent Asphalt – Ignition Oven, no gradation	C 6307, CT-382	$ 85.00
Percent Asphalt with Gradation (ignition oven)	C 6307, CT-382	$180.00
Unit Weight Only (compacted sample or core)	D 2726 / D 1188, CT-308	$ 30.00
Unit Weight Requiring Compaction	D 2726, CT-304 / 308	$100.00
Asphalt Mix Design	AASHTO, Caltrans, Greenbook	Quote
Asphalt Mix Design Review		$165.00

NOVA

FEE SCHEDULE

LABORATORY TESTING		
Test	**ASTM/Caltrans**	**Fee**
Concrete and Masonry		
Concrete Cylinder Compression Test (4x8, 6x12)	C 39, CT-521	$ 25.00
Compression Test, Mortar, Grout	C 780 / C 1019	$ 35.00
Compression Test, High-Strength Grout	C 109	$ 45.00
Compression Test, Core (includes sample prep)	C 42	$ 65.00
Compression Test, Lightweight Concrete (insulating, fill)	C 495	$ 50.00
Compression Test, Shotcrete Panel, set of four cut cores	C 42	$325.00
Flexural Strength, 6X6 beam	C 78 / C 293	$ 75.00
Unit Weight Fresh Concrete	C 138, CT-518	$ 45.00
Unit Weight, Lightweight Concrete	C 567	$ 75.00
Concrete Trial Batch		Quote
Concrete Mix Design		Quote
Concrete Mix Design Review		$185.00
Moisture Vapor Emission Kits	F1869	$ 30.00
Shotcrete Nozzleman Certification-mock up panel, coring, and grading, per nozzleman.		$1,950.00
Composite Prism Masonry Unit – Compression	ASTM C1314	$155.00
Compression Test, Block	C 140	$ 60.00
Compression Test, Brick	C 67	$ 45.00
Absorption, Unit Weight, and Received Moisture, Masonry Block	C 140	$105.00
Linear Shrinkage, Masonry Block	C 426	$130.00
Masonry Block Conformance (absorption, unit weight, compressive strength)	C 90	$550.00
Masonry Brick Rupture		$ 90.00

Steel and Fireproofing		
Bolt-Nut-Washer Conformance Testing	F 606	$645.00
Bolt-Nut-Washer, Hardness Only	F 606	$125.00
Reinforcing Steel, Tensile Test, < No. 11 bar	A 370	$ 75.00
Reinforcing Steel, Tensile Test, 11 to 18 bar	A 370	$125.00
Reinforcing Steel, Bend Test, 11 bar or smaller	A 370	$ 75.00
Fireproofing – Density Test (template/displacement)	E 605	$ 55.00
Fireproofing Adhesion/Cohesion	E736	$ 10.00
Structural Steel		$240.00

Miscellaneous		
Additional Sample Preparation, per hour		$ 65.00
Lab Technician, per hour		$ 65.00