

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is made and entered into as of March 27, 2024, by and between the CITY OF IRVINE, a municipal corporation ("City"), and ANSER ADVISORY MANAGEMENT, LLC, a California limited liability company ("Consultant"). Consultant is a member of the City of Irvine 2024 On-Call Program.

PART I

FUNDAMENTAL TERMS

- A. Location of Project:** The City of Irvine location(s) as set forth in PART IV, Scope of Services, included herein.
- B. Description of Services/Goods to be Provided:** Professional Consulting Services as a City of Irvine On-Call Program Member for the specialty area(s) set forth below in accordance with PART IV, Scope of Services, included herein (reference RFP 24-3394).

- **CM4. Grant Services**
- **PM1. Project Management and Construction Management**
- **PM2. Inspection Services**
- **S2. Sustainability & Environmental Services**

- C. Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on April 1, 2024 ("Commencement Date") and shall continue through June 30, 2027, with an option for an extension until June 30, 2029, upon mutual agreement of the parties (or later to allow for completion of the project).

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf:
Vien Nguyen, email: VienNguyen@cityofirvine.org

D.2. The Consultant designates the following person to act on Consultant's behalf:
Craig Halvorson, email: craig.halvorson@anseradvisory.com

Consultant Information

Address for Notices and Payments:

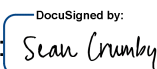
300 Spectrum Center Drive, Suite 1400, 14th
Floor
Irvine, CA 92618

Attn: Craig Halvorson
Telephone: 714-404-5465
Email: craig.halvorson@anseradvisory.com

- E. Notices:** Consultant shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II (“General Provisions”). The City shall deliver all notices and other writings required to be delivered to Consultant at the address set forth following Consultant’s signature below.
- F. Attachments:** This Agreement incorporates by reference the following Attachments to this Agreement:
- F.1. Part I: Fundamental Terms
 - F.2. Part II: General Provisions
 - F.3. Part III: Special Provisions
 - F.4. Part IV: Scope of Services
 - F.5. Part V: Budget
- G. Integration:** This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

CITY OF IRVINE

By: 
Sean Crumby


Its: Director of Public Works & Sustainability

ANSER ADVISORY MANAGEMENT, LLC

By: 
Craig Halvorson

Its: Regional Managing Director EVP

Attest:

By: 
Carl Petersen

Its: City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

By: 
Jeffrey Melching

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Consultant, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. City approval and/or payment for work claimed by Consultant as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Consultant without additional consideration due. It is expressly understood by Consultant that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Consultant agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Consultant agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Consultant to review the quality of the work and resolve matters of concern; (ii) requiring Consultant to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Consultant for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Consultant shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If

the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact in writing and shall not proceed except at Consultant's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

- A.** Consultant represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.
- B.** Consultant represents that the tasks and services required hereunder will be performed by Consultant or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Consultant will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.
- C.** This Agreement contemplates the personal services of Consultant and Consultant's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. Neither this Agreement nor any interest therein may be assigned by Consultant, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Consultant of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Consultant's indemnification obligations, Consultant shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees, and/or subconsultants. In the event that Consultant subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Consultant and such subconsultant shall require the subconsultant to maintain the same policies of insurance that the consultant is required to maintain pursuant to this Section 2.1.

2.1.1 Insurance Coverage Required. The Insurance obligations under this agreement shall be (1) all the Insurance coverage and/or limits carried by or available to the Consultant;

or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Consultant under this agreement.

The policies and minimum amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate for liability arising out of Consultant's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Consultant's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Consultant's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Consultant providing any service in the performance of this Agreement. Such insurance shall be endorsed to:

- (1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

In the performance of the work under this Agreement, if Consultant does not employ any person in any manner so as to become subject to the workers' compensation laws of California, Consultant agrees to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of Consultants failure to provide such worker's compensation insurance. Consultant agrees that, if firm should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, firm shall forthwith comply with those provisions, immediately furnish insurance certificates evidencing such coverage as set forth herein, and notify the City of the change in status.

- D. Professional Liability Insurance** with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.
- E.** If the consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the consultant.
- F. Evidence of Insurance:** Consultant shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided. The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Consultant an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder: City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

- G. Endorsements:** A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements **shall not:**

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Consultant
4. Contain any other exclusion contrary to the Agreement.

- H. Any Deductible in Excess of \$100,000 and/or Self-Insured Retentions** must be approved in writing by the City.

- I. Acceptability of Insurers.** Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

- J. Insurance of Subconsultants.** Consultant shall be responsible for causing Subconsultants to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subconsultant's policies.

2.2 Indemnification. Consultant shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Consultant, its employees, agents, representatives or subconsultants which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

2.2.1 Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

2.2.2 Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

2.2.3 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

These Indemnification provisions are independent of, and shall not in any way be limited by, the Insurance Requirements of this Agreement. City approval of the insurance contracts required by this Agreement does not in any way relieve the Consultant from liability under this section.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Consultant. When applicable, Consultant shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

3.3 Covenant against Discrimination. Consultant covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Consultant further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Nondiscrimination in City Contracts. Any business that enters into a contract for goods or services with the City of Irvine or any of its boards, agencies, or departments shall:

- (a) Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- (b) Not discriminate in the performance of the contract on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- (c) Incorporate the foregoing provisions in all subcontracts hereunder.

3.5 Independent Consultant. Consultant shall perform all services required herein as an independent consultant of City and shall remain at all times as to City a wholly independent consultant. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Consultant nor any of its employees shall be paid by City time and

one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.6 Covenant against Contingent Fees. Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person 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 shall 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 such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.7 Use of Patented Materials. Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Consultant under this Agreement. Consultant shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.8 Proprietary Information. All proprietary information developed specifically for City by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Consultant's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Consultant's services under this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Consultant under this Agreement shall be made to City, and that Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.9 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Consultant's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Consultant's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Consultant, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Consultant's obligation to pay City any sums Consultant owes City.

3.10 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Consultant. Upon receipt of any notice of termination from City, Consultant shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Consultant shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by

City thereafter. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement consultant and similar expenses, exceeds the Budget.

3.11 Right to Stop Work; Termination by Consultant. Consultant shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Consultant shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Consultant shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Consultant shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Consultant terminates this Agreement because of an error, omission, or a fault of Consultant, or Consultant's willful misconduct, the terms of Section 3.10 relating to City's right to take over and finish the work and Consultant's liability shall apply.

3.12 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.13 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Consultant agrees to submit to the personal jurisdiction of such court.

3.14 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.15 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.16 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Consultant, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Consultant is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services

for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Consultant's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.

3.17 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

3.18 Conflicts of Interest.

- A.** No officer, official, employee, agent, representative or volunteer of City shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. Consultant shall not employ, contract for, or receive consulting services from any such person, whether for compensation or not, while this Agreement is in effect.
- B.** Consultant represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement.
- C.** Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 et seq.), City may determine Consultant to be a "Consultant" as that term is defined by the Act. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

3.19 Consultant Ethics. Consultant represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Consultant shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Consultant as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Consultant shall not possess or maintain any business relationship with the applicant or any other person or entity which Consultant knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Consultant shall not advocate either for or against said project and/or application, and (iii) Consultant shall immediately notify City in the event Consultant determines that Consultant has or acquires any such business relationship with the applicant or other person or entity which has a personal stake

in said project and/or application. The provisions in this Section shall be applicable to all of Consultant's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.20 Compliance with California Unemployment Insurance Code Section 1088.8.

If Consultant is a Sole Proprietor, then prior to signing the Agreement, Consultant shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Consultant understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.21 CalPERS Annuitants. If Consultant is a California Public Employees' Retirement System ("CalPERS") annuitant, Consultant must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Consultant. If this Agreement remains in place, Consultant shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

3.22 Levine Act. California Government Code section 84308, commonly referred to as the Levine Act, precludes an Irvine City Councilmember from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Councilmember, or received by the officer on behalf of any other Councilmember, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires a Councilmember that has received such a contribution to disclose the contribution on the record of the proceeding. Review California Government Code section 84308 for more information.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Consultant agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Consultant's commercially reasonable hourly rate for services, Consultant agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Consultant shall prepare and submit to City any reports concerning Consultant's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Consultant, to the books and records of Consultant related to Consultant's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Consultant in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Consultant shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To City: City of Irvine
One Civic Center Plaza (92606) (Hand Deliveries)
P. O. Box 19575
Irvine, CA 92623-9575

Notices to Consultant shall be delivered to the address set forth below Consultant's signature on Part I of this Agreement, to the attention of Consultant's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows:

Part III

Part II

Part IV

Part V

Part I

PART III

SPECIAL PROVISIONS

1. **Business License Requirement.** Consultants who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of issuance of a purchase order for services to be performed hereunder and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.
2. **Consultant Office Location.** Consultant must have a full-time service office in Southern California, preferably in Orange County, during the entire duration of this Agreement, including a physical address and applicable business license(s), where key staff such as project managers are located to ensure availability for meetings at City facilities as requested within a reasonable timeframe during normal business hours.
3. **Use of Subconsultants.** Consultant must perform the majority of the primary work set forth in the scope of services for the specialty area(s) for which the Consultant has been approved as set forth herein with its own workforce (versus using subconsultants). The City may allow the use of subconsultants provided they are delineated at the time of proposal submittal, or at the time of project award if expressly included in the project proposal. Contactor shall disclose in the project proposal any and all proposed subconsultant(s), including details regarding which tasks they would perform.
4. **Insurance Requirements.** PART II, GENERAL PROVISIONS, Section 2.1.1 - A. Comprehensive General Liability, and B. Automobile Liability Insurance shall be endorsed to: is replaced with the following:
 - (1) Name the City of Irvine and the Great Park Corporation and their Officers, employees, agents, volunteers and representatives (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.
 - (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.
5. **PART II, GENERAL PROVISIONS, Section 2.1.1, Section D. Professional Liability Insurance, is modified for Design Professionals only.**

D. Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed. **Business Entities performing those professional services as set forth in California Civil Code 2782.8, as excerpted below, shall retain their Professional Liability Insurance in full force and effect for a minimum period of three (3) years after completion of any project performed hereunder.**
6. **PART II, GENERAL PROVISIONS, Section 2.2 is modified as follows:**

The following modified Indemnification section 2.2 applies **only to Design Professional as set forth in California Civil Code 2782.8, excerpted below.**

"Design Professionals" include all of the following:

(A) An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.

(B) An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.

(C) An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.

(D) An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

2.2 Indemnification. Consultant shall, to the fullest extent permitted by law (including without limitation California Civil Code Sections 2782 et seq.), defend (with legal counsel reasonably acceptable to the City), indemnify and hold free and harmless the City and City Personnel (collectively, the "Indemnitees") from and against any and all claims, losses, costs, damages, injuries (including without limitation injury to or death of Consultant or Consultant's officers, agents, employees, representatives)(collectively, the "Consultant Entities"), expenses and liabilities of every kind, nature and description (including without limitation incidental damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, the negligence, recklessness or willful misconduct of Consultant, any of the Consultant Entities, anyone directly or indirectly employed by any of them, or anyone that they control (collectively, "claims or liabilities").

2.2.1 Such obligation to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such claims or liabilities are caused in part by the negligence, active negligence or willful misconduct of such Indemnitee.

2.2.2 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such claims or liabilities, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

2.2.3 Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

7. Disadvantaged Business Enterprise (DBE) Program. In accordance with the City of Irvine's federal financial assistance agreements with the U.S. Department of Transportation and Caltrans, the City of Irvine must comply with Title 49 CFR Part 26, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Further DBE requirements and forms shall be provided to Consultant on a per project basis for applicable projects. Should a subsequent let project include a DBE goal the proposer would be required to be responsive to the goal and all DBE submittal requirements.

It is the policy of the City of Irvine to ensure that minority, women, and other disadvantaged and small businesses can fairly compete for and perform on all the City of Irvine's contracts and subcontracts.

8. **Non-Discrimination.** In compliance with state and federal anti-discrimination laws, Consultant affirms that it shall not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, Consultant affirms that it will consider, and utilize subconsultants, bidders, and vendors in a manner consistent with non-discrimination objectives.
9. PART II, GENERAL PROVISIONS, Section 2.1, Insurance, the last sentence is replaced in its entirety with the following:

In the event that Consultant subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Consultant and such subconsultant shall require the subconsultant to maintain the same policies of insurance that the consultant is required to maintain pursuant to this Section 2.1 to the extent set forth herein and to the extent applicable to the individual subconsultant's scope of work and trade.

PART IV

SCOPE OF SERVICES

The Scope of Services shall be established on a per-project basis and as set forth below which is in accordance with the Scope of Services set forth in RFP 24-3394 for the specialty area(s) for which Consultant has been awarded. Upon request by City, Consultant shall provide a detailed project proposal including pricing consistent with, or less than, those hourly rates set forth herein; such proposal shall become an exhibit to a City issued Purchase Order. Consultant shall not commence work until a Purchase Order is issued by the City authorizing such work.

CM4. GRANT SERVICES

The scope of work includes financial consulting services for grant writing, submittal, management and related services. Consultant shall perform tasks related to projects' financial needs for a variety of departments including, but not limited to the following:

- Funding needs analysis and strategic outreach
- Grant funding research
- Grant proposal development and submittal, including exhibits for grant applications, cost estimates, greenhouse gas calculations, cost benefit analysis and economic impact analysis
- Legislative advocacy
- Reporting and management

PM1. PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT

The scope of work includes project management and construction management for streets, bridges, bike trails, drainage improvements, parks, buildings, open space amenities, landscaping, traffic signals, playground equipment, shade structures and sports fields.

Consultant shall provide all related services including but not limited to the following:

- Be proficient in preparing Requests for Proposals for design consultant selection
- Develop criteria for design consultant selection, evaluate candidates and make recommendations
- Prepare contracts for the selected design consultants
- Prepare a project risk register
- Prepare a master project budget and schedule
- Monitor and review design consultants' progress, budget and schedule, review plans and technical specifications for completeness and constructability
- Perform a pre-construction survey, prepare bidding documents; monitor and facilitate design consultants' plan checking with all pertinent agencies
- Perform constructability review
- Prepare a master list for all plan check comments and responses
- Review the Engineer's Estimate for accuracy
- Provide value engineering reviews
- Provide reports for grant requirements
- Assist in bidding of projects
- Assist in Prequalification of bidders

- Provide response to bidders during bidding period
- Provide bid analysis
- Conduct reference checks on the low bidder
- Conduct state license and insurance checks on low bidder
- Make recommendation for the successful bidder
- Prepare contract for the successful bidder
- Manage the design and construction process using the City's Project Management Software and forms as requested by the City
- Review contract required documents from the successful bidder
- Identify design/construction alternatives that may be employed to reduce Project duration and costs, and minimize conflicts between the proposed improvements and existing site improvements and utilities.
- Complete understanding of county, state, and federal water pollution control regulations related to runoff from and/or de-watering of construction sites
- Thorough knowledge of critical path scheduling, including an ability to evaluate schedules submitted by contractors and to evaluate and anticipate downstream impacts to those schedules during construction
- Prepare shadow or "what-if" schedules
- Review contractor's monthly payment request and make recommendation for payment
- Coordinate the surveying, materials testing and inspection needs of the project
- May provide construction inspection, surveying, hydrant flow testing, and materials testing services
- Monitor the inspection, surveying, and materials testing budget
- Provide construction estimating
- Review, negotiate and make recommendations for change orders
- Review, respond and facilitate response to Request For Information (RFI)
- Review and facilitate submittals and shop drawings
- Provide and maintain logs for RFIs, change orders, submittals, Request For Quotations, Correction Notices, Stop Work Notices, and related construction documents
- Coordinate and facilitate coordination with utility companies and contractor
- Review contractor certified payroll for accuracy
- Provide videotape and photographic documentation of project site prior to and during construction, including video inspection of utilities
- Prepare weekly construction progress report to the City
- Monitor, evaluate and report contractor's labor compliance
- Monitor, evaluate and report contractor's environmental compliance including preparing the Stormwater Multiple Application and Report Tracking System (SMARTS) reports; update and upload them into the online database
- Review contractor's safety program
- Provide Construction General Permit Qualified SWPPP Practitioner (QSP) and/or Qualified SWPPP Developer (QSD) support
- Prepare project punch-list
- Issue correction notices for deficiencies found, and monitor and enforce all corrective action as necessary.
- Obtain all record (As-Built) drawings, contract required documents, lien releases, and written warranties
- Prepare project and construction management procedures manual
- Host Partnering sessions with the Construction Contractor
- Coordinate collecting all documents needed for Project closure including guarantees, warranties, O&M manuals, affidavits, released bonds and waivers, etc.

- Document potential contractor claims and respond to contractor potential claim correspondence citing specific contract documents, codes, etc.
- Prepare analysis of potential claims and make recommendations regarding their settlement
- Negotiate with contractor and assist the City to facilitate claim resolution

Consultant shall be expected to perform work on the specified project for the entire duration of the project unless requested or approved by the City. No staff substitution is allowed. Consultant is expected to monitor his/her approved budget and notify the City of additional work outside the contracted scope of work prior to performing such additional work.

Consultant staff shall ensure all work conforms with applicable City, State and Federal laws, latest versions of City Design Manuals, City Standard Plans, Caltrans manuals and policies, Caltrans Standard Plans and Specifications, APWA Standard Specifications for Public Works Construction "Greenbook," Manual of Uniform Traffic Control Devices and California Building Codes, all as revised and amended.

PM2. INSPECTION SERVICES

The scope of work includes inspection services for streets, bridges, bike trails, drainage improvements, parks, buildings, open space amenities, landscaping, traffic signals, playground equipment, shade structures and sports fields.

Consultant shall provide all related services including but not limited to the following:

- Provide continuous construction inspection services, ensure compliance with contract documents, with local, state, and federal laws, ordinances, rules, regulations, and with regulatory/resource agency permits
- Monitor and document materials testing and construction staking and survey quality assurance
- Provide deputy inspection as needed
- Prepare daily inspection reports and document construction progress using videotaping and digital photography
- Monitor and document construction progress, prepare weekly statements of working days (WSWD), and monthly Project critical path method (CPM) schedule updates
- Monitor and document weather conditions and ensure best management practices (BMPs) are in place in accordance with the approved SWPPP; ensure compliance with National Pollutant Discharge Elimination System (NPDES) permit
- Monitor and document daily construction progress; measure, calculate, and track construction bid item quantities for monthly progress pay estimates
- Ensure construction activities are performed in specified Project right-of-way
- Oversee inspection and quality assurance of construction activities to ensure they conform to the plans and specifications
- Oversee quality control/quality assurance testing and inspection programs
- Assure the materials provided and the work performed accords with the contract documents by obtaining required material certifications before incorporating materials into the work
- Maintain awareness of safety and health requirements, and of applicable regulations and contract provisions for the protection of the public and Project personnel

- Review contractor's safety program; document and notify the City project manager and the contractor's safety officer of any observed deficiencies
- Recommend appropriate remediation measures and ensure the contractor corrects unsafe conditions immediately
- Review and process detailed red line As-Built construction drawings to ensure they show all changes or additions to the original contract documents and submit all final documents to the City project manager for acceptance within thirty days of the final inspection

Consultant shall be expected to perform work on the specified project for the entire duration of the project. No staff substitution is allowed. Consultant is expected to monitor his/her approved budget and notify the City of additional work outside the contracted scope of work prior to performing such additional work.

Consultant staff shall ensure all work conforms with applicable City, State and Federal laws, latest versions of City Design Manuals, City Standard Plans, Caltrans manuals and policies, Caltrans Standard Plans and Specifications, APWA Standard Specifications for Public Works Construction "Greenbook," Manual of Uniform Traffic Control Devices and California Building Codes, all as revised and amended.

Where applicable, prevailing wages must be paid and documented for all field personnel in accordance with the California Labor code. For covered craft services in support of construction projects under the City's Community Workforce Agreement (CWA), the consultant is required to accept and be bound to the terms and conditions of the CWA, as evidenced by the execution of the Letter of Assent provided by the City, prior to the commencement of any work. Covered craft includes surveyors, building/construction inspectors, and field soils and materials testers.

S2. SUSTAINABILITY & ENVIRONMENTAL SERVICES

The scope of work includes comprehensive sustainability, climate change, green building, energy efficiency, water efficiency, resilience and decarbonization services to the City of Irvine, enhancing its public image, promoting its initiatives, and fostering a climate-forward approach between the City and its residents, businesses, and visitors.

The consultant shall provide a variety of services, including but not limited to:

- Climate Action Adaptation Plan (CAAP) strategy and implementation
- Community/Stakeholder marketing, outreach, engagement and education
- Program development and implementation
- State and local legislation compliance research, review and development
- Policy development and adoption
- GHG emission inventory reporting, forecasting, target setting and reduction strategy development
- Zero-carbon strategy for building design and construction
- Green building certification and wellness enhancement
- Building and site efficiency study
- Vulnerability and hazard mitigation assessment
- Renewable energy integration analysis
- Zero emission vehicle and vehicle infrastructure analysis
- Energy modeling

- Energy efficiency audits
- Grant and incentive application and research
- CEQA Analysis
- Climate action progress monitoring and reporting
- Project Management

PART V

BUDGET

Pricing shall be as set forth below and in accordance with ATTACHMENT I.

Pricing for each project performed hereunder shall be determined by no greater than the hourly rates set forth in "Price Proposal" (approved hourly rates from proposal), ATTACHMENT I, attached hereto, and shall remain firm for the entire three (3) year term of the Agreement. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to negotiate any proposed pricing adjustment.

The City will not reimburse for travel-related expenses.

Included in the total compensation are all ordinary and overhead expenses incurred by Consultant and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services for each project shall be provided via City-issued purchase order, and shall include all amounts payable to Consultant for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subconsultants, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Consultant any such excess amount.

In the event Consultant anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Consultant shall notify City in writing allowing sufficient time for City to consider further action.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Consultant shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Consultant shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Consultants should submit invoices electronically to: **isubmittal@cityofirvine.org**

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

ATTACHMENT I



Specialty Are

CM4

Labor

Staff Category	Year 1-3
SVP, Strategy, Grants and Compliance	\$300.00
Grants Manager	\$180.00



PM1

Labor				
	Consultants' staff working onsite utilizing City office space, equipment, and materials		Consultants working offsite in Consultant's home or field office	
Staff Category	Billing Rate	Overtime Rate	Billing Rate	Overtime Rate
Principal	\$285.00		\$285.00	
Technical Expert (claims, scheduler, estimating)	\$245.00		\$245.00	
Construction Manager, Supervising	\$255.00		\$255.00	
Construction Manager, Senior	\$225.00		\$225.00	
Construction Manager, Associate	\$200.00		\$200.00	
Construction Manager, II	\$175.00		\$175.00	
Construction Manager, I	\$145.00		\$145.00	
Inspector (Prevailing Wage)	\$205.00	\$266.50	\$205.00	\$266.50
Inspector, Senior	\$195.00	\$253.50	\$195.00	\$253.50
Inspector	\$180.00	\$234.00	\$180.00	\$234.00
Scheduler, Senior	\$195.00		\$195.00	
Scheduler, Associate	\$150.00		\$150.00	
Scheduler, Junior	\$125.00		\$125.00	
Estimator, Senior	\$195.00		\$195.00	
Estimator, Associate	\$150.00		\$150.00	
Estimator, Junior	\$125.00		\$125.00	
Admin	\$95.00		\$95.00	
Admin, Senior	\$115.00		\$115.00	
Labor Compliance Manager	\$135.00		\$135.00	
Labor Compliance Analyst	\$105.00		\$105.00	
Labor Compliance Analyst	\$105.00		\$105.00	



PM2

Labor	Specialty Areas			
	Consultants' staff working onsite utilizing City office space, equipment, and materials		Consultants working offsite in Consultant's home or field office	
Staff Category	Billing Rate	Overtime Rate	Billing Rate	Overtime Rate
Principal	\$285.00		\$285.00	
Inspector (Prevailing Wage)	\$205.00	\$266.50	\$205.00	\$266.50
Inspector, Senior	\$195.00	\$253.50	\$195.00	\$253.50
Inspector	\$180.00	\$234.00	\$180.00	\$234.00


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Item	Description	Unit	Rate
100 FIELD INSPECTIONS			
101	Inspector: Concrete	Hourly	\$ 130.00
102	Inspector: Concrete PT	Hourly	\$ 130.00
103	Inspector: Masonry/Reinforcing Steel	Hourly	\$ 130.00
170	DSA Masonry Inspector	Hourly	\$ 140.00
104	Inspector: Shotcrete	Hourly	\$ 130.00
105	Inspector: CWI/Structural Steel	Hourly	\$ 130.00
106	Inspector: Fireproofing	Hourly	\$ 130.00
107	Inspector: Wood/Nail/Roofing	Hourly	\$ 135.00
108	Inspector: Building/Construction	Hourly	\$ 130.00
109	Inspector: Mechanical Inspector	Hourly	\$ 140.00
172	Electrical Inspector	Hourly	\$ 140.00
173	Plumbing Inspector	Hourly	\$ 140.00
174	Medical Gas Inspector	Hourly	\$ 140.00
110	Inspector: Quality Control Manager	Hourly	\$ 200.00
175	Quality Control Administrator	Hourly	\$ 130.00
176	Quality Control Inspector	Hourly	\$ 135.00
111	Inspector: Welder Qualification	Hourly	\$ 150.00
177	Fiber Wrap Inspector	Hourly	\$ 125.00
112	Inspector: Firestop	Hourly	\$ 130.00
113	Inspector: ACI Tech	Hourly	\$ 130.00
114	Inspector: Seismic Resistance	Hourly	\$ 145.00
115	Inspector: Exterior Insulation (EIFS)	Hourly	\$ 200.00
116	Project Inspector Lead	Hourly	\$ 130.00
178	DSA Project Inspector	Hourly	\$ 135.00
179	HCAi Project Inspector	Hourly	\$ 135.00
117	Waterproofing	Hourly	\$ 130.00
180	High Strength Bolting Inspector	Hourly	\$ 130.00
181	AWS/CWI Welding Inspector	Hourly	\$ 130.00
182	Structural Steel Inspector	Hourly	\$ 130.00
183	Public Works Inspector	Hourly	\$ 135.00
184	Public Works Technician	Hourly	\$ 130.00
185	Coating Inspector	Hourly	\$ 135.00
120 OFF SITE FABRICATION SHOP			
121	Inspector: Concrete Batch Plant	Hourly	\$ 130.00
122	Inspector: Steel Fabrication Shop	Hourly	\$ 130.00
123	Inspector: Glu-Lam/Trusses	Hourly	\$ 200.00
124	Block Fabrication: Tag/Sample	Hourly	\$ 130.00
125	Rebar/Steel Fabrication: Tag/Sample	Hourly	\$ 130.00
126	Inspector: Out of State Fab Shop	Hourly	\$ 135.00
127	Concrete – Precast Shop	Hourly	\$ 135.00
128	Fab Shop Local UT, MT	Hourly	\$ 155.00
130 ON SITE FIELD TECHNICIAN			
137	Schmidt Hammer	Hourly	\$ 195.00
131	Technician: Torque Testing	Hourly	\$ 195.00


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Item	Description	Unit	Rate
132	Technician: Pull Test	Hourly	\$ 195.00
133	Technician: Coring	Hourly	\$ 205.00
134	Technician: Floor Flatness Testing	Hourly	\$ 200.00
135	Technician: Pachometer Survey	Hourly	\$ 195.00
136	Technician: Vapor Moisture Testing	Hourly	\$ 195.00
140	Technician: Assistant	Hourly	\$ 85.00
150	Pre- Construction Meeting	Hourly	\$ 150.00
155	Project Manager	Hourly	\$ 150.00
156	Tech – Gamma Testing	Hourly	Quote

200 FIELD SOILS INSPECTIONS

201	Inspector: Soils	Hourly	\$ 130.00
206	Soils Technician Rough Grading	Hourly	\$ 130.00
207	Soils Engineering Technician	Hourly	\$ 130.00
208	Grading Technician	Hourly	\$ 135.00
202	Inspector: LA Grading Deputy	Hourly	\$ 135.00
203	Lighting Protection System Tests	Hourly	\$ 230.00
204	Electrical Continuity Test	Hourly	\$ 225.00
205	Outsourced Field Support	Hourly	Quote

300 NON DESTRUCTIVE TESTING

301	Non Destructive Testing: UT,PT,MT	Hourly	\$ 155.00
302	Technician: Radiography 1-Man	Hourly	\$ 200.00
303	Crew: Radiography	Daily	\$ 3,200.00
304	Technician: GPR	Hourly	\$ 235.00
305	Technician: Utility Locating	Hourly	\$ 275.00

400 LABORATORY SOILS TESTING

437	ASTM D4318 Plasticity Index of Soils	Sample	\$ 335.00
438	ASTM D1883 California Bearing Ratio	Sample	\$ 605.00
416	ASTM D2435 Consolidation	Sample	\$ 275.00
439	ASTM D2435 Consolidation with Time Rate	Sample	\$ 335.00
417	ASTM D3080 Direct Shear, Consol&Drained	Sample	\$ 375.00
405	ASTM D4829 Expansion Index of Soils	Sample	\$ 240.00
440	ASTM D2166 Unconfined Comp Strength	Sample	\$ 335.00
441	ASTM D5333 Hydro Collapse Potential	Sample	\$ 240.00
442	ASTM D2050 Tri-Axial Shear Strength	Sample	\$ 470.00
443	ASTM D2937 In-Place Density, Drive Cyl	Sample	\$ 65.00
409	ASTM D2216 Soil Moisture Content by Mass	Sample	\$ 45.00
444	ASTM D698 Maximum Density Std Effort	Sample	\$ 290.00
402	ASTM D1557 Max Density Optimum Moisture A-B Method	Sample	\$ 290.00
402c	ASTM D1557 Max Density Optimum Moisture C Method	Sample	\$ 290.00
445	ASTM D2974 Moisture, Ash, Organic Matter	Sample	\$ 110.00
446	ASTM D4972 pH of Soils	Sample	\$ 115.00
406	ASTM D2844 R-Value & Expansive Pressures	Sample	\$ 440.00
403	ASTM D2419 Sand Equivalent	Sample	\$ 170.00
447	ASTM D2434 Const Head Permeability Test	Sample	\$ 470.00
401	ASTM D422 Sieve Analysis of Soil	Sample	\$ 240.00


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MASTER SCHEDULE OF FEES

Item	Description	Unit	Rate
404	ASTM D1140 Materials Finer than #200	Sample	\$ 140.00
401h	ASTM D422 Hydrometer Analysis	Sample	\$ 335.00
448	ASTM D854 Specific Gravity of Soils	Sample	\$ 265.00
449	ASTM D4546 Swell Potential	Sample	\$ 240.00
452	ASTM D4943 Shrinkage Factor by Resin	Sample	\$ 260.00
453	ASTM D558 Soil-Cement Maximum Density	Sample	\$ 375.00
455	ASTM D559 Soil Cement Sample Preparation	Sample	\$ 140.00
408	ASTM D1633 Compression Test Soil Cement	Sample	\$ 110.00
454	AASHTO T100 Specific Gravity of Soils	Sample	\$ 275.00
411	Corrosivity- C Series	Sample	Quote
414	Ash Content	Sample	Quote
421	Check Point	Sample	Quote
425	Investigation Series	Sample	Quote
426	Prado Bulk	Sample	Quote
428	Fall of Potential Test	Sample	Quote

460 LABORATORY TESTING ASPHALT

410	ASTM D2726 Core Density (SSD)	Sample	\$ 65.00
461	ASTM D1188 Core Density Parafilm Coated	Sample	\$ 75.00
407	ASTM D6926 Lab Max Density Marshall	Sample	\$ 335.00
412	ASTM D6927 Marshal Stability and Flow	Sample	\$ 440.00
462	ASTM D1561 LTMD Kneading Compactor	Sample	\$ 335.00
463	ASTM D1560 Hveem Stability and Density	Sample	\$ 440.00
435	ASTM D1560 Hveem Stability	Sample	\$ 305.00
464	ASTM D6307 Ignition Oven Calibration	Sample	\$ 405.00
465	ASTM D2041 Maximum Theoretical Density	Sample	\$ 265.00
436	Asphalt Content/Gradation	Sample	\$ 255.00
466	ASTM D6307 Asphalt Content by Ignition	Sample	\$ 255.00
467	ASTM D2172 Asphalt Content by Solvents	Sample	\$ 375.00
468	ASTM D4125 Asphalt Content Nuclear Gauge	Sample	\$ 335.00
418	ASTM D5444 Gradation of Extracted Agg	Sample	\$ 275.00
469	ASTM D244 Emulsion Residue Evaporation	Sample	\$ 240.00
471	ASTM D244 Emulsion Sieve Analysis	Sample	\$ 165.00
472	ASTM D3910 Wet Track Abrasion	Sample	\$ 205.00
473	AASHTO T324 Hamburg Wheel Tracking Test	Sample	\$ 1,100.00
474	AASHTO T283 Tensile Strength Ratio	Sample	\$ 1,050.00
476	AASHTO T275 Core Density Paraffin Coated	Sample	\$ 75.00
477	AASHTO T312/T275 LTMD Gyratory Compactor	Sample	\$ 440.00
478	AASHTO T308 Asphalt Content by Ignition	Sample	\$ 255.00
479	AASHTO T209 Theoretical Maximum Density	Sample	\$ 265.00
480	AASHTO T308A AC Correction Factor	Sample	\$ 470.00
481	AASHTO T329 Moisture Content by Oven	Sample	\$ 110.00
482	AASHTO T324 Hamburg Wheel Tracking RHMA	Sample	\$ 1,320.00
483	AASHTO T283 Tensile Strength Ratio RHMA	Sample	\$ 1,260.00
484	AASHTO T312/T275 LTMD Gyratory Comp RHMA	Sample	\$ 528.00

550 LAB TESTS - AGGREGATES

551	ASTM C40 Organic Impurities in Fine Agg	Sample	\$ 135.00
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MB PRO
MASTER SCHEDULE OF FEES

Item	Description	Unit	Rate
552	ASTM C131 Abrasion, Los Angeles Rattler	Sample	\$ 335.00
553	ASTM C127 Specific Gravity, Coarse Agg	Sample	\$ 205.00
554	ASTM C128 Specific Gravity, Fine Agg	Sample	\$ 240.00
555	ASTM C1252 Angularity & Voids, Fine Agg	Sample	\$ 225.00
420	ASTM C566 Moisture Content by Drying	Sample	\$ 35.00
556	ASTM C117 Materials Finer than No. 200	Sample	\$ 140.00
556	ASTM D2419 Sand Equivalent	Sample	\$ 170.00
558	ASTM C289 Alkali-Silica Reactivity	Sample	\$ 670.00
559	ASTM D4791 Flat & Elongated Particles	Sample	\$ 375.00
560	ASTM D5821 Percent Fractured Particles	Sample	\$ 205.00
561	ASTM C123 Percent Lightweight Particles	Sample	\$ 275.00
562	ASTM C88 Soundness by Sodium Sulfate	Sample	\$ 535.00
563	ASTM C136 Sieve Analysis, Combined Agg	Sample	\$ 240.00
564	ASTM C136 Sieve Analysis, Fine Agg	Sample	\$ 205.00
565	ASTM C136 Sieve Analysis, Coarse Agg	Sample	\$ 205.00
566	ASTM C142 Clay Lumps & Friable Particles	Sample	\$ 260.00
567	ASTM C535, Abrasion Large Aggregate	Sample	\$ 335.00
568	AASHTO T304 Angularity & Voids in Fines	Sample	\$ 225.00
569	AASHTO T84 Specific Gravity, Fine Agg	Sample	\$ 240.00
570	AASHTO T85 Specific Gravity, Coarse Agg	Sample	\$ 205.00
571	AASHTO T96 Abrasion, Los Angeles Rattler	Sample	\$ 335.00
572	AASHTO T27 Sieve Analysis, Combined Agg	Sample	\$ 240.00
573	AASHTO T27 Sieve Analysis, Fine Agg	Sample	\$ 205.00
574	AASHTO T27 Sieve Analysis, Coarse Agg	Sample	\$ 185.00
575	AASHTO T335 Crushed Particles	Sample	\$ 205.00
576	AASHTO T176 Sand Equivalent	Sample	\$ 170.00
450	Sample Pick Up (Soils)	Hourly	\$ 55.00

600 MATERIAL LABORATORY TESTING

661	ASTM D3039 Tensile Properties of Polymer Materials	Sample	\$ 1,500.00
602	ASTM C39 Concrete Cylinder Compression Tests	Sample	\$ 45.00
636	ASTM C78 Flexural Beams Test	Sample	\$ 125.00
603	ASTM C1019 Grout Compression Test	Sample	\$ 45.00
600	ASTM C109 High Strength Grout Test	Sample	\$ 45.00
604	ASTM C780 Mortar Compression Tests	Sample	\$ 45.00
610	ASTM C1314 Masonry Prism Compression Tests-8"	Sample	\$ 210.00
610	ASTM C1314 Masonry Prism Compression Tests-12"	Sample	\$ 210.00
606	ASTM C140 Masonry Block Compressive Strength (CMU Block) Test	Sample	\$ 55.00
606	ASTM C140 Masonry Block Absorption (CMU Block) Test	Sample	\$ 50.00
606	ASTM C140 Masonry Block Shrinkage (CMU Block) Test	Sample	\$ 80.00
606	ASTM C140 Masonry Block Dimensions-Measure (CMU Block) Test	Sample	\$ 25.00
607	ASTM C42 Shotcrete Core Compression Tests	Sample	\$ 65.00
608	ASTM C42 Concrete Core Compression Test	Sample	\$ 65.00
673	ASTM C42 Concrete Shear Test	Sample	\$ 95.00
609	ASTM C42 Masonry Core Shear	Sample	\$ 95.00
672	ASTM C42 Masonry Core Compression Test	Sample	\$ 95.00


MB PRO
MASTER SCHEDULE OF FEES

Item	Description	Unit	Rate
662	ASTM C42 Gunit Core Compression Test	Sample	\$ 95.00
663	ASTM C42 In Laboratory Core Cutting	Sample	\$ 75.00
637	ASTM C157 Grout Shrinkage (3 Bars – Four Readings)	Sample	\$ 250.00
676	ASTM A615/A706 Rebar Bend Tests	Sample	\$ 65.00
677	ASTM A615/A706 Rebar Tensile Tests	Sample	\$ 65.00
681	ASTM A615/A760 Rebar Coupler Tensile Up to No. 11 Bar	Sample	\$ 135.00
682	ASTM A615/A760 Rebar Coupler Tensile No. 14 Bar	Sample	\$ 185.00
683	ASTM A615/A760 Rebar Coupler Tensile No. 18 Bar	Sample	\$ 275.00
632	ASTM A370/F606 Coupon Tensile Test	Sample	\$ 95.00
664	ASTM A370/F606 Coupon Bolt Test	Sample	\$ 95.00
614	Unit Weight Density	Sample	\$ 90.00
615	Air Entrainment/Content Test	Sample	\$ 50.00
616	ASTM A370/F606 Bolt Tensile Test	Sample	\$ 65.00
617	ASTM A370/F606 Bolt Proof Test	Sample	\$ 55.00
618	ASTM A370/F606 Nut Proof Test	Sample	\$ 55.00
619	ASTM A370/F606 Bolt / Nut / Washer Hardness	Sample	\$ 55.00
621	E10 Brinell Hardness Test	Sample	\$ 55.00
671	E18 Rockwell Hardness Test	Sample	\$ 55.00
622	ASTM A370/F606 Nelson Stud Tensile Test	Sample	\$ 125.00
623	ASTM A370/F606 Metal Deck Tensile Test (formed sheet metal)	Sample	\$ 135.00
674	A90 Metal Deck Coating	Sample	\$ 115.00
624	ASTM A370/F606 Weld Guide Bend Test	Sample	\$ 95.00
625	Radiographic (X-Ray) Plate Test	Sample	\$ 225.00
669	ASTM A370/F606 Machining Specimens	Sample	\$ 75.00
626	ASTM A370/F606 Macroetch	Sample	\$ 85.00
605	ASTM A416 Post-Tension Strand Tensile & Elongation	Sample	\$ 170.00
611	ASTM E605 Fireproof Density Tests	Sample	\$ 55.00
638	ASTM D7205 Fiber Wrap	Sample	\$ 1,250.00
639	ASTM D7205 Fiber Wrap – Bond Testing	Test	\$ 50.00
630	Clay Tile- Absorption Test (Top & Bottom Pans)	Sample	\$ 85.00
630	Clay Tile- Flexural Test(Top & Bottom Pans)	Sample	\$ 85.00
665	Weld Tensile Bar	Sample	\$ 90.00
666	Welding Impaction Test	Sample	\$ 225.00
613	ASTM C469 Modulus of Elasticity	Hourly	\$ 350.00
629	Chloride Ion Test	Sample	\$ 90.00
627	Chemical Analysis Test	Sample	\$ 300.00
628	Carbon Equivalence	Sample	\$ 300.00
667	Microwave Testing with Fiberglass	Sample	\$ 300.00
668	Wire Mesh Tensile Test	Sample	\$ 35.00
702	Mix Design Review	Mix	\$ 150.00
701	Review Existing Welding Procedure Specification (WPS) Report	WPS	\$ 150.00
650	Pick Up Sample Trip Charge (2 hr minimum)	Hourly	\$ 55.00

700 CLERICAL ENGINEERING REPORT

701	Review Existing Welding Procedure Specification (WPS) Report	WPS	\$ 150.00
702	Mix Design Review	MIX	\$ 150.00
703	Welder Qualification Report	PQR	\$ 150.00
704	Final Material Inspection Compliance Report	Report	\$ 500.00


MB PRO
MASTER SCHEDULE OF FEES

Item	Description	Unit	Rate
733	DSA Material 291 (Interim)	Report	\$ 100.00
705	Final Laboratory Verified Report DSA 291	Report	\$ 500.00
706	Concrete Trial Batch Mix	Hourly	\$ 95.00
711	Staff Geologist	Hourly	\$ 150.00
734	DSA Soils 293 (Interim)	Report	\$ 100.00
720	Final Laboratory Verified Report DSA 293	Report	\$ 500.00
721	Compaction Report	Report	\$ 2,500.00
722	Geotechnical (Soils) Investigation Report	Report	\$ 2,500.00
723	Supplemental Geo Investigation Report	Report	\$ 1,500.00
724	Pad Certification Report	Report	\$ 1,500.00
725	Final Grading Report (Comprehensive)	Report	\$ 2,500.00
726	Response to RFI	Hourly	\$ 150.00
727	City of Santa Monica Report Review	Hourly	\$ 180.00
728	Caltrans Letter	Hourly	\$ 1,500.00
730	Interim Verified Report DSA 291	Hourly	\$ 100.00
731	Floor Flatness Testing Report	Report	\$ 200.00
732	General Reports	Report	\$ 100.00

750 PROJECT COORDINATION

751	Assistant Project Manager	Hourly	\$ 115.00
707	Clerical Data Entry	Hourly	\$ 80.00
752	Drafting	Hourly	\$ 90.00
753	Principal Engineer - Consultation	Hourly	\$ 190.00
754	Principal Engineer - Court Appearance	Hourly	\$ 450.00
755	Principal Engineer - Expert Witness	Hourly	\$ 400.00
756	Principal Engineer - Field	Hourly	\$ 190.00
757	Principal Engineer - Job Conference	Hourly	\$ 190.00
758	Principal Engineer - Office	Hourly	\$ 190.00
759	Principal Geologist - Consultation	Hourly	\$ 190.00
760	Principal Geologist - Court Appearance	Hourly	\$ 450.00
761	Principal Geologist - Expert Witness	Hourly	\$ 400.00
762	Principal Geologist - Field	Hourly	\$ 190.00
763	Principal Geologist - Job Conference	Hourly	\$ 190.00
764	Principal Geologist - Office	Hourly	\$ 190.00
765	Project Engineer - Consultation	Hourly	\$ 180.00
766	Project Engineer - Field	Hourly	\$ 180.00
767	Project Engineer - Job Conference	Hourly	\$ 180.00
768	Project Engineer - Laboratory	Hourly	\$ 180.00
769	Project Engineer - Office	Hourly	\$ 180.00
770	Project Geologist - Consultation	Hourly	\$ 180.00
771	Project Geologist - Field	Hourly	\$ 180.00
772	Project Geologist - Job Conference	Hourly	\$ 180.00
773	Project Geologist - Office	Hourly	\$ 180.00
774	Project Manager - Field	Hourly	\$ 150.00
775	Project Manager - Office	Hourly	\$ 150.00
709	Project Mngr/Coordination	Hourly	\$ 150.00
776	Qualified SWPPP Developer QSD	Hourly	\$ 150.00
708	Registered (Sr) Engineer	Hourly	\$ 180.00



MASTER SCHEDULE OF FEES

Item	Description	Unit	Rate
710	Staff Engineer	Hourly	\$ 150.00
777	Staff Engineer - Field	Hourly	\$ 150.00
778	Staff Engineer - Office	Hourly	\$ 150.00
779	Staff Geologist - Field	Hourly	\$ 150.00
780	Staff Geologist - Office	Hourly	\$ 150.00

800 EQUIPMENT

801	Truck Charge	Per Day	\$ 75.00
802	Mobile Film Developing Rig	Per Day	\$ 175.00
803	Torque Wrench Equipment	Per Day	\$ 65.00
804	Skidmore Bolt Tension Indicator	Per Day	\$ 75.00
805	Slab-On-Grade Moisture Kit	Each	\$ 35.00
806	Air Entrainment Equipment (Roll-A-Meter)	Per Day	\$ 55.00
807	Schmidt Hammer	Per Day	\$ 40.00
809	Measuring Moisture Vapor Emission Rate (Kit)	Per Day	\$ 35.00
810	Equipment Other	Per Day	Quote
811	Microwave Equipment	Per Day	\$ 50.00
812	Thickness Gauge	Per Day	\$ 35.00
813	Torque Multiplier	Per Day	\$ 65.00
814	Grout Mold Cubes Equipment	Per Day	\$ 25.00
815	Nuclear Gauge	Per Day	\$ 35.00
816	Wood Vapor Meter	Per Day	\$ 50.00
817	Beam Molds	Per Day	\$ 50.00
818	Fireproofing Kit	Per Day	\$ 50.00
819	Unit Weight Bucket	Per Day	\$ 40.00

900 SPECIAL SERVICES

914	Travel Time Portal to Portal	Hourly	\$	-
915	Mileage	Mile	\$	0.75



S2

Labor

Staff Category	Billing Rate
Senior Vice President	\$290
Vice President	\$275
Senior Director	\$245
Director	\$215
Senior Project Manager	\$200
Project Manager	\$180
Associate Project Manager	\$160
Energy Analyst	\$160
Energy Engineer	\$140



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
LIMITED LIABILITY COMPANY

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: BA20231961315

Date Filed: 12/28/2023

B2369-8183 12/28/2023 3:07 PM Received by California Secretary of State

Entity Details	
Limited Liability Company Name	ANSER ADVISORY MANAGEMENT, LLC
Entity No.	201913710118
Formed In	CALIFORNIA
Street Address of Principal Office of LLC	
Principal Address	2677 NORTH MAIN STREET SUITE 400 SANTA ANA, CA 92705
Mailing Address of LLC	
Mailing Address	2677 NORTH MAIN STREET SUITE 400 SANTA ANA, CA 92705
Attention	
Street Address of California Office of LLC	
Street Address of California Office	121 W. LEXINGTON DR. SUITE 334 GLENDALE, CA 91203
Manager(s) or Member(s)	
Manager or Member Name	Manager or Member Address
Anser Advisory, LLC	2677 North Main Street Suite 400 Santa Ana, CA 92705
Agent for Service of Process	
California Registered Corporate Agent (1505)	CORPORATE CREATIONS NETWORK INC. Registered Corporate 1505 Agent
Type of Business	
Type of Business	Management Consulting Firm
Email Notifications	
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.
Chief Executive Officer (CEO)	
CEO Name	CEO Address
None Entered	
Labor Judgment	
No Manager or Member, as further defined by California Corporations Code section 17702.09(a)(8), has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal is pending, for the violation of any wage order or provision of the Labor Code.	

Electronic Signature

☒ By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

Jenisa Irizarry

Signature

12/28/2023

Date

B23369-8184 12/28/2023 3:07 PM Received by California Secretary of State