

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO				CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000008397	
TO: CITY COUNCIL		FROM (ORIGINATING DEPARTMENT): Public Works/Engineering		DATE: 10/28/2015	
SUBJECT: West Mission Bay Drive Bridge Over San Diego River - Fifth Amendment to Agreement with TY Lin International					
PRIMARY CONTACT (NAME, PHONE): Akram Bassyouni, 619-533-3616 M.S. 908A			SECONDARY CONTACT (NAME, PHONE): Dan Nutter, 619-533-7492 M.S. 908A		
COMPLETE FOR ACCOUNTING PURPOSES					
FUND	200385				
FUNCTIONAL AREA	OTHR-00000000-TR				
COST CENTER	2113120013				
GENERAL LEDGER ACCT	512034				
WBS OR INTERNAL ORDER	S-00871.02.02				
CAPITAL PROJECT No.	S00871				
AMOUNT	\$672,510.00	0.00	0.00	0.00	0.00
FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00
COST SUMMARY (IF APPLICABLE): Original Agreement - \$344,000 First Amendment - \$106,430 Second Amendment - \$2,017,859 Third Amendment - \$1,420,849 Fourth Amendment - \$3,428,442 This Action - Fifth Amendment - \$672,510.00 Total - \$7,990,090					
ROUTING AND APPROVALS					
CONTRIBUTORS/REVIEWERS:		APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	
Environmental Analysis		ORIG DEPT.	Gibson, Marnell	11/17/2015	
Financial Management		CFO			
Comptroller		DEPUTY CHIEF	Gomez, Paz	01/07/2016	
Equal Opportunity Contracting		COO			
Liaison Office		CITY ATTORNEY			
		COUNCIL PRESIDENTS OFFICE			

PREPARATION OF:	<input type="checkbox"/> RESOLUTIONS	<input checked="" type="checkbox"/> ORDINANCE(S)	<input type="checkbox"/> AGREEMENT(S)	<input type="checkbox"/> DEED(S)
<p>1. Authorizing the Mayor or his designee to execute a Fifth Amendment to Agreement with TY Lin International for design services, CIP S-00871, West Mission Bay Drive Bridge Over San Diego River, in an amount not to exceed \$672,510; and</p> <p>2. Authorizing the Chief Financial Officer to expend an amount not to exceed \$672,510 from CIP S-00871, West Mission Bay Drive Bridge Over San Diego River, Fund 200385, Sea World Traffic Mitigation, for the purposes of executing this Fifth Amendment to the Agreement.</p>				
<p>STAFF RECOMMENDATIONS:</p> <p>Approve the Ordinance(s).</p>				
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)				
COUNCIL DISTRICT(S):	2			
COMMUNITY AREA(S):	Mission Bay Park, Midway-Pacific Highway Corridor, and Peninsula.			
ENVIRONMENTAL IMPACT:	<p>This activity is adequately addressed in the Mitigated Negative Declaration No. 233403 for the West Mission Bay Bridge Project SCH No. 2012021017 certified by the Planning Commission on November 15, 2012 and is part of a series of subsequent discretionary actions, and therefore not considered to be a separate project for purposes of CEQA review as defined in State CEQA Guidelines Section §15378(c). Pursuant to Section 15162 of CEQA, there is no change in circumstance, additional information or project changes to warrant additional environmental review.</p>			
CITY CLERK INSTRUCTIONS:	This item is subject to Charter Section 99 (10 day published notice, approval by Ordinance and 6 votes required)			

**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE: 10/28/2015

ORIGINATING DEPARTMENT: Public Works/Engineering

SUBJECT: West Mission Bay Drive Bridge Over San Diego River - Fifth Amendment to Agreement with TY Lin International

COUNCIL DISTRICT(S): 2

CONTACT/PHONE NUMBER: Akram Bassyouni/619-533-3616 M.S. 908A

DESCRIPTIVE SUMMARY OF ITEM:

This council action will authorize the execution of the Fifth Amendment to the agreement with TY Lin International and the expenditure of funds to provide for design services in the preparation of plans, specifications, and estimate for the construction of Mission Bay Drive Bridge Over the San Diego River Project.

STAFF RECOMMENDATION:

Approve the Ordinance(s).

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The proposed West Mission Bay Drive Bridge Project will replace the existing four lane bridge with non-standard shoulders over the San Diego River with two-three lane bridges and approaches. This will optimize the traffic circulation within the area and provide for a six lane roadway as designated in the community plan. The proposed bridges will also include right of way, a Class I bicycle lane that will connect to the existing bikeway facilities on both sides of the bridge, lighting, and drainage facilities, as required. The bridge configuration of two parallel bridges will facilitate the ability to keep one bridge in operation at all times during the construction phase of the project. Environmental with technical studies for the project has also been approved.

The City advertised for consultant services for the replacement of Mission Bay Drive Bridge over the San Diego River project. Subsequently, Council approved an agreement and amendments to the agreement with TY Lin International for professional consultant services, which included, but are not limited to, feasibility studies, concept designs, bridge alternatives, environmental approval and preparation of plans and specifications.

The proposed Fifth Amendment to the agreement will supplement the professional services required to complete the plans, specifications, and estimate for the project. These additional services are required due to new City, Caltrans design standards and Army Corps of Engineers permit requirements which include, and are not limited to, the following:

- Modifications to the plans, specifications, and estimates and associated technical reports to comply with the new storm water regulations
- Additional Type Selection Studies
- Additional Geotechnical Borings
- Preparation of the 408 Minor US Army Corps of Engineers Permit Application with the associated technical reports.

- Visual Impact Assessment Studies

CITY STRATEGIC PLAN GOAL(S)/OBJECTIVE(S):

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

Objective #3: Invest in infrastructure.

FISCAL CONSIDERATIONS: Funding in an amount not to exceed \$672,510.00 is available in CIP S-00871, Mission Bay Drive Bridge Over San Diego River, Fund 200385, Sea World Traffic Mitigation.

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

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

Original Consultant Agreement, Resolution No. 293189 on May 30, 2000.

First Amendment to Agreement, Resolution No. 296990 on September 03, 2002.

Second Amendment to Agreement, Ordinance No. 19784 on September 16, 2008.

Third Amendment to Agreement, Ordinance No. 20119 on January 10, 2012.

Fourth Amendment to Agreement, Ordinance No. 20240 on January 23, 2013.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: The project team has conducted a series of public meetings with Ocean Beach Planning Board, Mission Beach Precise Planning Board, and Mission Bay Park Committee. Project presentations were made for feedback and support of the project.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: City of San Diego, San Diego Association of Governments, CALTRANS, Federal Highway Administration, T.Y. Lin International, Sea World, Ocean Beach Planning Board, Mission Beach Precise Planning Board, and Mission Bay Park Committee.

Gibson, Marnell

Originating Department

Gomez, Paz

Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION	DATE: December 3, 2015
SUBJECT: West Mission Bay Drive Bridge Over San Diego River - Fifth Amendment to Agreement with TY Lin International	

GENERAL CONTRACT INFORMATION

Recommended Consultant: T.Y. Lin International (Not Certified, M – Cauc.)

Amount of this Action: \$ 672,510.00 (Not-to-Exceed)

Previous Amount: \$7,317,580.00

Total Contract Amount: \$7,990,090.00

Funding Source: City of San Diego

Goal: 15% Voluntary

SUBCONSULTANT PARTICIPATION

	<u>This Action</u>	<u>Percent</u>	<u>Cumulative</u>	<u>Percent</u>
AECOM (Not Certified)	\$ 0.00	0.00%	\$ 791,883.00	9.91%
AGRA Earth & Environmental + KEA (Not Certified)	\$ 0.00	0.00%	\$ 3,000.00	0.04%
Estrada Land Planning (SLBE, DBE, W/MBE, F – Lat.)	\$ 31,840.00	4.71%	\$ 267,109.00	3.34%
Group Delta Consultants (Not Certified)	\$ 232,040.00	34.35%	\$ 531,690.00	6.65%
Geotechnics (Not Certified)	\$ 0.00	0.00%	\$ 95,975.00	1.20%
Rick Engineering Company (Not Certified)	\$ 139,324.00	20.63%	\$ 1,339,898.00	16.76%
Safdie Rabines (SMBE, M – Lat.)	\$ 22,250.00	3.29%	\$ 634,170.00	7.93%
Total Certified Participation	\$ 54,090.00	8.04%	\$ 901,279.00	11.28%
Total Non-Certified Participation	\$ 371,364.00	55.22%	\$2,762,446.00	34.56%
Total Subcontractor Participation	\$ 425,454.00	62.26%	\$3,663,725.00	45.84%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required.

TY Lin International submitted a Work Force Report for their San Diego County employees dated, October 2, 2015 Indicating 83 employees in their Administrative Work Force. The Administrative Work Force indicates under representation in the following categories:

Latino and Filipino in Mgmt & Financial
Asian and Filipino in Asian in A&E, Science, Computer
Filipino and Female in Technical
Latino in Administrative Support

This agreement is subject to the City's Equal Employment Opportunity Outreach Program (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

(H031061)

Original commitment participation: 11% MBE

CS



City of San Diego

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT**ADMINISTRATIVE**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED**CONTRACTOR IDENTIFICATION**

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

Name of Company: T.Y. Lin International

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 345 California Street, Suite 2300City San Francisco County San Francisco State CA Zip 94104

Telephone Number: (415) 291-3700

FAX Number: (415) 433-0807

Name of Company CEO: Alvaro J. Piedrahita

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

Address: 404 Camino del Rio South, Suite 700City San Diego County San Diego State CA Zip 92108

Telephone Number: (619) 692-1920

FAX Number: (619) 692-0634

Email: _____

Type of Business: Engineering ConsultantType of License: Business License No. 74011659The Company has appointed: Amy Hoxsey

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 345 California Street, Suite 2300, San Francisco, CA 94104

Telephone Number: (415) 291-3700

FAX Number: (415) 433-0807

Email: amy.hoxsey@tylin.com

- ☒ One San Diego County (or Most Local County) Work Force - Mandatory
☐ Branch Work Force *
☐ Managing Office Work Force

Check the box above that applies to this WFR.

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

I, the undersigned representative of T.Y. Lin International

(Firm Name)

San FranciscoCalifornia

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 2nd day of October, 2015

(Authorized Signature)

Veronica Fennie

(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: T.Y. Lin International DATE: 10/02/15

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

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) Black, African-American | (5) Filipino |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial						2		1			5	5		
Professional				1								1		
A&E, Science, Computer		1	3	1	7	2					28	8		1
Technical			2		2	1					5			
Sales														
Administrative Support						3					1	3		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	0	1	5	2	9	8	0	1	0	0	39	17	0	1
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Grand Total All Employees	83
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

FIFTH AMENDMENT TO AGREEMENT

This Fifth Amendment to the *West Mission Bay Drive Bridge over San Diego River Feasibility Study (Contract number H031061)* dated June 15, 2000 [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and *T.Y. Lin International* [Consultant].

RECITALS

A. The City and Consultant [collectively referenced herein as the "Parties"] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. RR-293189, to provide *Professional Services for Replacement of the West Mission Bay Drive Bridge over San Diego River* [Project].

B. The City desires to execute a Fifth Amendment to the Agreement for the Consultant to provide additional Professional Services, as indicated in the expanded Scope of Services [Exhibit A-5], for a compensation amount not to exceed **\$672,510** (consisting of \$623,864 for the Scope of Services and \$48,646 for Additional Services), with total compensation for services provided under the Agreement not to exceed **\$7,990,090** (consisting of \$7,440,927 for the Scope of Services and \$549,163 for Additional Services).

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

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

1. Section 1.1 is amended to read as follows:

ADD: "The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibit A-5] at the direction of the City as specifically enumerated in

the Compensation Schedule [Exhibit B-5], and in accordance to the Time Schedule [Exhibit D-5].”

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

“**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or **September 30, 2020** whichever is the earliest.”

3. Section 3.1 is amended to read as follows:

ADD: “The City shall pay the Consultant for all Professional Services and all expenses related to performance under this Fifth Amendment to the Agreement, in an amount not to exceed **\$672,510**, as set forth in the Compensation Schedule [Exhibit B-5]. The Consultant shall be entitled to compensation for Professional Services under this Fifth Amendment to the Agreement, whether within the Scope of Services or as Additional Services, based on the Compensation Schedule. For the duration of this Fifth Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Compensation Schedule. The Total Compensation to Consultant under this Agreement shall not exceed **\$7,990,090**.”

4. Section 3.3 (Additional Services) is amended to read as follows:

ADD: “If the City requires additional Professional Services [Additional Services] beyond the Scope of Services performed pursuant to this Fifth Amendment to the Agreement, except for additional costs as described in Section 3 of this Agreement, the City shall pay Consultant an additional fee not to exceed **\$48,646**. The City and the Consultant must agree in writing upon such fee for a specific task based on the Fee Schedule prior to the Consultant beginning the Additional Services.”

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

ADD: “**4.3.1.4 Architects & Engineers Professional Liability.** For all of the Consultant's employees who are subject to this Agreement, the Consultant shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$2 million per claim and \$5 million annual aggregate. The Consultant shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Professional Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Professional Services or termination of this Agreement whichever occurs last. The Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.”

6. DELETE Section 4.3.3 in its entirety and REPLACE with the following:

“4.3.3 Acceptability of Insurers.

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

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

7. DELETE the first paragraph of Section 4.3.4.1 in its entirety and REPLACE with the following:

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

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

“4.3.4.2 Automobile Liability Insurance Endorsements

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

9. ADD: **“4.18 Prevailing Wage Rates.** Prevailing wage rates apply to this Agreement. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, the Consultant and its subconsultants shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

4.18.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720

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

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

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

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

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

4.18.3.1. For agreements entered into on or after April 1, 2015, Consultant and their subconsultants shall furnish records specified in Labor Code section 1776

directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

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

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

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

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

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

4.18.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no Consultant or subconsultant may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a Consultant or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Consultant is certifying that he or she has verified that all

subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Consultant shall provide proof of registration to the City upon request.

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

10. DELETE the last sentence of Section 6.1 and REPLACE with the following:

"The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or sole willful misconduct of the Indemnified Parties."

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

Exhibits A-5 (Scope of Services), B-5 (Compensation Schedule), and D-5 (Time Schedule).

12. The terms Consultant and Design Professional are used interchangeably in the Agreement and all Amendments, and both terms shall mean and refer to T.Y. Lin International.

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

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, this Fifth Amendment to the *West Mission Bay Drive Bridge*
over San Diego River is executed by the City of San Diego acting by and through its Mayor, or
his designee, pursuant to **Ordinance No.** _____ authorizing such execution, and
by Consultant.

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

Date: _____

T.Y. LIN INTERNATIONAL

By: _____

Name: Clark Fernon

Title: Vice President

Date: _____

10/26/15

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

JAN I. GOLDSMITH, City Attorney

By: _____

Ryan Gerrity

Deputy City Attorney

Scope of Services

West Mission Bay Drive Bridge Replacement

Plans, Specifications and Estimates (PS&E) Updated Code Requirements

I. Introduction

This Fifth Amendment to the Agreement for the West Mission Bay Drive Bridge over the San Diego River Improvements dated June 15, 2000 defines the following professional engineering services from T.Y. Lin International (TYLI):

- Project Management to Modify PS&E for Code Updates
- New Storm Water Requirements
- Civil Drawings Modifications for 408 Permit Application
- Additional Type Selection Studies
- Additional Geotechnical Borings
- USACE Section 408 Permit
- Visual Impact Assessment Studies

These services supplement the services described in Amendment No. 4 for the development of Plans, Specifications and Estimates (PS&E). These services are required as a result of the California Department of Transportation (Caltrans) and the City of San Diego adopting new code requirements.

II. Scope of Work

The scope of work for this phase of work is organized into the following main tasks:

100 - Project Management

- 123.10 Project Management for New Storm Water Requirements
- 123.20 Project Management for Civil Drawings Modifications
- 124.81 Project Management for Additional Geotechnical Borings
- 124.82 Project Management for Section 408 Permit
- 124.95 Project Management for VIA Updates

230 - Prepare Draft Roadway PS&E

- 230.10 - New Storm Water Requirements
- 230.20 - Civil Drawing Modifications for 408 Permit

240 - Draft Structures PS&E

- 240.76 - Additional Type Selection Studies

- 240.81 - Additional Geotechnical Borings
- 240.82 - USACE Section 408 Permit
- 240.95 - Visual Impact Assessment Updates

100 Project Management

This scope consists of additional effort required to manage the design team over the time required to perform the tasks described in this Scope of Services. Efforts include monitoring status, progress reporting, documenting requests for information, preparing for, holding and documenting project meetings and documenting quality assurance and quality control activities.

123.10 Project Management for New Storm Water Requirements

Perform project management activities related to modifying PS&E deliverables to conform to recently adopted storm water requirements.

123.20 Project Management for Civil Drawings Modifications

Perform project management activities related to modifying the civil plans to meet the requirements for a USACE Section 408 Permit Application.

124.81 Project Management for Additional Geotechnical Borings

Perform project management activities related to the additional geotechnical field investigation effort to incorporate Caltrans requested design changes.

124.82 Project Management for Section 408 Permit

Perform project management activities related to preparation and submittal of the USACE Section 408 Permit Application.

124.95 Project Management for VIA Updates

Perform project management activities related to the updates to the Visual Impact Assessment (VIA). These updates are required due to Caltrans requested design changes.

230 Prepare Draft Roadway PS&E

230.10 New Storm Water Requirements

The scope consists of providing additional services to comply with new storm water requirements, which are required for projects that will be under construction after December 24, 2015.

230.10.1 Perform Studies and Update Drainage Plans and Reports

The original scope for the project assumed that the previous water quality requirements for the

City would still be applicable at the time of construction for this project; which would not require the use of Post-BMP storm water facilities such as bio-retention basins or swales. Since the project will not be constructed by December 24, 2015, the project will now need to adhere to the new water quality requirements, which will require the use of bio-retention over the use of filter inserts. Thus, the drainage and water quality design will need to be re-examined and revised in order to accommodate the new requirements.

1 Drainage and Storm Drainage Redesign

The following drainage design changes will need to be incorporated into the plans:

- Redesign the storm drain systems to allow for retention/infiltration in areas throughout the project
- Regrade the areas within the project limits to accommodate retention/infiltration
- Add specific water quality design details to the plans

Additionally, the Drainage Report for the project will need to be revised to incorporate the changes due to anticipated changes to the drainage design. The report will include all new and updated drainage calculations that reflect the new storm drain and storm water design.

2 Reports/Revise Water Quality Technical Report (WQTR) / Storm Water Data Report for 2013 MS4 Permit

Prepare and submit to the City of San Diego, one (1) Water Quality Technical Report (WQTR) to be used for the final engineering design of the proposed permanent storm water Best Management Practices (BMPs) assuming that the project will be subject to the 2013 MS4 Permit. The WQTR will be provided to address the requirements for permanent storm water BMPs throughout the site as a result of the project, including low impact development (LID) design strategies, source control, and pollutant control BMPs for on-site. The WQTR will also include May 2012 SWDR to be included for the submittal to Caltrans (the WQTR will act as the SWDR).

This task includes selecting and sizing pollutant control BMPs based on the overall site layout, including calculating required design capture (water quality) volumes for each BMP location or project area. The drainage management areas and amount of impervious surfaces will be identified to prepare the calculations. It's assumed that the project will be exempt from any HMP requirements, as the project directly outlets to the downstream reach of the San Diego River, which is currently exempt.

Pursuant to the revised requirements, the selection of pollutant control BMPs will be evaluated and discussed based on the preferred hierarchy of "Infiltration" and/or "Harvest and Use", with "Biofiltration" Basins (partial infiltration of design capture (water quality) volume, or no infiltration with use of subdrains) considered next, all of which would result in on-site compliance for the project. The sizing criteria for Biofiltration will follow design criteria identified in the Draft BMP Design Manual (January 2015) since the final design criteria is not yet developed. The potential infeasibility for Infiltration will be included, as

well as potential infeasibility of Harvest and Use (based on limited comparison of supply and demand, based on anticipated irrigation needs), with the anticipated approach focusing on use of Biofiltration sized per the revised criteria for on-site compliance.

The report will include an Operation and Maintenance Plan (OMP) for the permanent BMPs in text and tabular format, pursuant to City requirements. The results will be provided in a report, including the narrative, supporting appendices for calculations and typical BMP details, and a Post BMP Exhibit.

3 Storm Water Management and Discharge Control Maintenance Agreement (SWMDCMA)

Prepare and process a Storm Water Management and Discharge Control Maintenance Agreement (SWMDCMA) - using City of San Diego 2-page form. Includes preparing 8.5" x 11" exhibits as part of SWMDCMA.

4 Processing Water Resources Reports

Includes an engineer's time for the support of processing (i.e., responding to comments, meetings, revising and resubmitting reports, etc.) of the above final engineering technical reports, including the WQTR/SWDR, and SWMDCMA with the City of San Diego and Caltrans. This scope assumes one (1) plan check review and it assumes that the comments will be minor in nature.

5 Additional Meetings and Coordination

Additional meetings and coordination will be required due to the work and coordination required to process the new water quality requirements. It is anticipated that three (3) additional meetings will be required. If attendance is requested at meetings above the listed amount, then additional costs will be incurred on a time and materials basis at the current project billing rates.

230.10.2 Geologic Storm Water Investigation

A total of seven bioretention basin areas are assumed to be investigated as part of this project. The previous geotechnical investigation, which has produced two Foundation Reports, a Geotechnical Design Report, a Pavement Design Report and a Levee Evaluation Report, and the existing boring, CPT and laboratory data, will be used to characterize the geotechnical and groundwater conditions at each of the bioretention basin areas. As a result, no boring or laboratory testing is proposed. However, supplemental on-site infiltration data will be used to satisfy the requirements of the City of San Diego Storm Water Standards (2012).

1 Analysis and Reporting

A Geotechnical Groundwater Report that is generally consistent with the intent of the geotechnical requirement shown in Section C.4.3 of the City of San Diego Storm Water Standards will be developed. Design and sizing of the storm water Best Management

Practice improvements (BMP's) are not part of this task. Feasibility of the proposed storm water basin areas identified by the Civil Engineer for infiltration purposes will be determined. The vertical infiltration rates will be estimated at each basin using the results from two double ring infiltrometer tests. Locations of the 14 infiltration tests for the 7 basins will be identified.

2 Testing and Data Collection

Per Table D.3-1 of the Storm Water Standards, a double ring infiltrometer test may be used for both planning level screening and BMP design purposes. Turf-tech International's 4.5 inch diameter IN2-W Double Ring Infiltrometer will be used to conduct the testing at the site. Per Section D.4.5, of the Storm Water Standards, at least two infiltration tests are required for each basin. Section D.4.5 also indicates that the testing "shall be conducted at approximately the same depth and the same material as the base of the proposed storm water BMP." It is our understanding that the bottoms of all seven of the proposed bioretention basins will be located at approximately the same elevations as the existing grades in those areas. Consequently, the surficial soil and existing vegetation will be hand excavated prior to infiltration testing in each bioretention area, with excavation depths on the order of 6.0 inches or less.

Two double ring infiltrometers will be used for testing at the site in order to reduce the duration of the field work. Two infiltration tests will be conducted simultaneously within each basin. Per the provisions of Section 8.73 of ASTM D3385, each double ring infiltration test should continue for at least 6 hours, or until a relatively constant infiltration rate is observed. Consequently, it is assumed that two tests will be completed per day, for a total of seven working days (56 hours) of field time for the seven basins. Once the field work is complete, engineering analysis and report preparation will be completed within 20-hours of a Senior Engineer's time.

230.10.3 Landscape Support Services

Landscaping and irrigation systems for bioretention areas or other such alternative improvements are required to comply with the new water quality requirements.

1 Prepare Irrigation Demand Requirements for "Harvest and Reuse" Studies

Services will include preparing irrigation demand requirements associated with "harvest and reuse" studies, including the calculation of water usage volumes for specific landscape areas where water could potentially be reused. Consultant shall also contribute to the capture, filter and reuse issues related to the project and the context for these types of improvements.

2 Prepare Planting and Irrigation Plan Revisions to Accommodate New Storm Water Standards

Plans will be revised to accommodate new bioretention areas and specific plantings appropriate for these facilities in consideration of water usage, irrigation requirements, and maintenance program anticipated for the storm water related improvements.

3 Feasibility Study Cost Estimate Assistance

Assist in the preparation of cost estimates associated with feasibility studies dependent on the number of studies and types of improvements to be included with each study.

Task 230.10 Deliverables:

- Updated Drainage Report
- Updated Plans
- WQTR/SWDR Report
- SWMDCMA Agreement
- Geotechnical Groundwater Report
- Water Harvest and Reuse Studies

230.20 Civil Drawing Modifications for 408 Permit

The scope consists of providing additional services to update Civil plans and details to meet the United States Army Corps of Engineers (USACE) requirements for the 408 Permit Application.

230.20.1 Preparation of 408 Permit Application Items

The following additional work will be required to meet the USACE requirements for the 408 Permit Application:

- Additional details to be shown for the proposed bicycle path cross sections
- Delineation of the temporary construction easement boundaries within and around the San Diego River and the levees
- Determination and delineation of the USACE Flood Control Channel stationing
- Delineation of the existing levees
- Research of USACE Levee Documentation
- Plan revisions specifically for the USCAE 408 Permit submittal

Task 230.20 Deliverables: Updated Civil Drawings for 408 Permit Application

240 Draft Structures PS&E

240.76 Additional Type Selection Studies

The scope consists of updating the prior design studies to conform with recent changes to the Caltrans Bridge Design Specifications and performing design studies on three alternatives, as required by Caltrans Structures Local Assistance (SLA). Related geotechnical, hydraulic and architectural studies are included.

240.76.1 Evaluate Additional Alternatives

1 Revise Prior Design Studies

Revise analysis of the 5-span "Proposed Design" bridge and the 9-span "Baseline Design" bridge to verify conformance with the most recent changes to the Caltrans Bridge Design Specifications and guidance materials. Specifically, these recent changes include implementation of the following:

- AASHTO LRFD Bridge Design Specifications, 6th Edition with California Amendments, March 2014
- Caltrans Seismic Design Criteria, Version 1.7, May 2013
- Caltrans Memo-to-Designers, Section 3-1 "Deep Foundations," June 2014

The substructures for these alternatives will be revised to consist of multiple large-diameter Cast-in-Drilled-Hole (CIDH) shafts with permanent structural casings drilled to bedrock with rock sockets, as required by SLA. Preliminary foundation dimensions necessary to resist gravity and seismic forces will be determined in both pre and post-liquefied states.

(a) Revise 9-Span "Baseline Design" Bridge

Revise gravity and seismic design analysis for the 9-span constant depth cast-in-place box girder bridge.

(b) Revise 5-Span "Proposed Design" Bridge

Revise gravity and seismic design analysis for the 5-span variable depth cast-in-place box girder bridge.

2 Additional Bridge Design Alternatives

Perform analysis on 3 design alternatives that were not studied previously. These alternatives include:

- Nine-span "Enhanced Baseline" bridge
- Seven-span bridge
- Six-span bridge

All three alternatives will utilize multiple CIDH shafts per pier with permanent structural casings drilled to bedrock and rock sockets. Studies will be performed to an Advance Planning Study (APS) level of reporting with analysis demonstrating compliance with the latest Caltrans Bridge Design Specifications, Seismic Design Criteria and Memo-to-Designers in both pre and post-liquefied states.

(a) Nine-Span "Enhanced Baseline Design" Bridge

Analyze a 9-span bridge with a variable-depth deck for gravity and seismic loads. This alternative is similar to the 9-span "Baseline Design" bridge, as discussed previously. However, this design will incorporate a haunched soffit profile and a rounded exterior girder face that meets the context sensitive requirements of the environmental document.

(b) Six-Span Bridge

Analyze a 6-span bridge for gravity and seismic loads. This bridge will consist of a variable-depth cast-in-place box girder bridge deck.

(c) Seven-Span Bridge

Analyze a 7-span bridge for gravity and seismic loads. This bridge will consist of a variable-depth cast-in-place box girder bridge deck.

3 Cost Analysis and Reporting

(a) Cost Analysis

For the structure designs discussed previously, update and/or perform quantity calculations and estimates in accordance with Section 11 of the Caltrans Bridge Design Aids for Advance Planning Studies. Update the estimate for the preferred alternative to be included in the Type Selection Report.

(b) Reporting

Document findings and assumptions for the analysis performed herein and include this in an updated Type Selection Report. Update or prepare general plans (total 5) of the bridge designs developed in Tasks 1 and 2. Structure Plans and the Foundation Plans for the preferred alternative will be updated. Prepare schematics of critical details, to include cap to column connections and critical framing plan details.

240.76.2 Geotechnical Evaluation of Alternatives

This task will revise the prior bridge geotechnical analyses based on recent updates to the Caltrans Bridge Design Specifications, and evaluate two new bridge alternatives (6 and 7 span) as a condition for approval of the Type Selection Report. The bridges will be supported by groups of two piles, and the piles will be cast-in-drilled-holes that will be cased with permanent steel shells. The two bridge abutments will be supported by groups of 4-foot diameter piles, regardless of the number of spans.

Based on previous field investigations conducted at both abutments, and near the center of the existing bridge (GDC, 2014), idealized soil profiles have been developed for these areas. This scope of work includes axial pile analyses to evaluate the response of the proposed pile alternatives at the center of the bridge, and south abutment (which is the worst-case abutment condition). Various groups of up to five different pile diameters at the center of the bridge, with 4-foot diameter pile groups at each abutment will be analyzed. The results of our analyses will be provided in an updated Preliminary Foundation Report (PFR). We will also provide recommendations for group reduction factors for each of the pile group configurations that are proposed.

Analyses for the existing bridge foundations based on a seismic event with a 10 percent probability of exceedance in a 10-year period will be conducted. This analysis is intended to reflect the temporary condition that will exist during construction, when the existing bridge and foundations are partially demolished. Updated liquefaction and lateral spread analyses for this temporary condition will also be provided in the PFR.

240.76.3 Hydraulic Evaluation of Alternatives

This task provides additional water resources engineering design services to incorporate code updates and assess additional bridge alternatives for West Mission Bay Drive.

1 Hydraulic Modeling of Additional Bridge Alternatives

Update the current HEC-RAS Hydraulic Modeling of the San Diego River to incorporate the three additional selected bridge alternatives and the associated grading. The three additional bridge alternatives are a 6-span bridge, a 7-span bridge, and a 9-span enhanced baseline bridge alternative.

Perform pier and abutment scour analyses of the additional bridge design alternatives utilizing HEC-RAS for the original three bridge alternatives, per the HEC-18 publication, dated April 2012.

Perform Hydraulic Analyses for the FEMA 50-year, FEMA 100-year, USACE 50-year, and USACE 100-year flow rates for each of the additional alternatives.

2 Addendum to the Final Bridge Hydraulic Report

Create an Addendum to the Final Hydraulic Report for West Mission Bay Drive, utilizing the selected bridge alternatives summarizing the following information:

- Effective and Design Flow-Rates
- Hydraulic Impacts of the Proposed Bridge Alternatives
- Scour analyses for the Proposed Bridge Alternatives
- Sediment Transport Analysis Findings
- Impacts of Sea Level Rise
- Tsunami Information

This scope of work assumes that the addendum will be prepared for only three additional selected bridge design alternatives plus the original preferred alternative, utilizing the current FEMA HEC-RAS Hydraulic Modeling as a base. This scope does not include incorporating new topography, or the use of 2-dimensional modeling.

3 Additional Meetings & Coordination

Attend up to 4 additional project meetings (2 hours each) with the City of San Diego, their Consultant(s) and or Caltrans regarding project development and 20 hours of miscellaneous coordination.

240.76.4 Architectural Evaluation of Alternatives

A visual evaluation of the alternatives will be performed, which requires preparation of the new 3-D models for the following bridge types:

- 6-span Alternative, haunched box on pierwall or columns
- 7-span Alternative, haunched box on pierwall or columns
- Enhanced Baseline Alternative - basic haunched box (arching)

Several views of each alternative will be developed to be incorporated in the Type Selection Report and supporting documents.

Task 240.76 Deliverables:

- Structures Type Selection Package
- Updated Preliminary Foundation Report (PFR)
- Updated Preliminary Hydraulic Report
- 3-D Models of 6, 7 and Enhanced Baseline Alternatives

240.81 Additional Borings

The scope consists of work required to complete the geotechnical investigation as a result of changes to the proposed bridge by Caltrans Structures Local Assistance. Several changes were made to the planned bridge design due to their review comments, updated bridge design specifications and various supplemental type selection analyses.

The bridge will now have seven spans rather than the five spans previously proposed. Consequently, seven exploratory borings rather than four are required. The borings will also have to extend deeper than originally anticipated because the bridge foundations have been deepened due to the review process. All the borings will now be extended to a depth of 220 feet below sea level per Caltrans requirements instead of the 160 feet, as previously assumed.

1 Field Investigation

As a result of the changes to the bridge design, there will be nearly twice the amount of lineal feet of drilling than originally estimated to complete the field investigation. This will require more hours in the field (at night) to complete the drilling

2 Engineering Analysis

Additional engineering will be required to analyze the two additional borings and the deeper boring extensions.

3 Report Preparation

Additional report preparation will be required after analyzing the two additional borings and the deeper boring extensions.

Subconsultant Services

Additional subcontracted drill rig and traffic control effort will be required due to the extended drilling schedule. A more expensive sonic drill rig will be required to extend the borings to the deeper depths.

240.82 USACE Section 408 Permit

The scope consists of preparing a written request for approval and providing supporting technical documentation to the USACE to obtain a Section 408 Permit. This supporting technical documentation will include analysis of the proposed improvements within the levees and the channel to demonstrate that the requirements specified in the USACE Engineering guidance materials are satisfied. Related geotechnical, hydraulic, structural and landscape studies, plans and details are included. The scope of work assumes a Minor Permit will be required, and includes the following items:

240.82.1 Application Preparation and Submittal

1 Prepare Written Request

A written request for approval of the Section 408 Permit will include a detailed discussion of the proposed modifications, the purpose and need of the project with the project map. A discussion of technical adequacy of the design, environmental compliance, real estate and right-of-way will be provided.

2 Technical Analysis

The proposed improvements within the levees and the channel will be analyzed to demonstrate that the requirements specified in the USACE Engineering Circulars, Manuals and Reports are satisfied. This includes structural analysis of the bridge abutments, wing walls and piers, geotechnical analysis of the levees and hydraulic analysis of the channel. Landscape plans will be evaluated for conformance with USACE guidance materials.

Construction impacts to the levees and the channel will be analyzed assuming the large berm construction method will be used to construct the bridges. Documentation of the impacts due to stage construction, shoring and removal of the existing bridge will be prepared. Deliverables include technical reports, analysis results and calculations.

3 USACE Coordination and Submittals

Assist the City with coordination with USACE Los Angeles Office. TYLI anticipates the need to attend two meetings in the Los Angeles Office and to participate in multiple conference calls with both the design team and with USACE. All technical analysis, environmental compliance, right-of-way and all related documentation will be compiled for submittal. Responses to comments will be prepared after receiving USACE comments at each submittal. Anticipated submittals include the following:

- Preliminary Hydraulic Analysis Report - to determine if a Major or Minor 408 Permit is required
- Quality assurance review - USACE will review the application package for completeness
- Initial submittal - submit after addressing comments on the quality assurance review
- Final submittal - resubmit with a response to comments on the initial submittal

240.82.2 Geotechnical Levee Evaluation

This task is for geotechnical services that will be required to help complete the US Army Corps of Engineers (USACE) 408 Permit Application. This task does not include application preparation, civil design, traffic and hydraulics, environmental, biological and cultural resources, and landscape design services.

The geotechnical aspects of the USACE 408 Permit Application are limited to providing additional settlement, slope stability and seepage analyses as required by the Section 408 Submittal Package Guide. These additional analyses will be incorporated into the Geotechnical Design Report (GDR) after the supplemental field investigation is completed. Costs for additional report copies for submittal to USACE are included.

240.82.3 Hydraulic Analysis of the Levees

This task provides hydraulic analysis support services to aid in obtaining an US Army Corps of Engineers (USACE) 408 Permit related to the two USACE Levees crossed by the proposed replacement of the West Mission Bay Drive Bridge. This scope includes hydrologic and hydraulic analyses and reporting associated with processing of the hydraulic design with the USACE.

1 408 Permit Hydrologic and Hydraulic Impact Report - Phase 1

Research existing models, water surface profiles, and/or technical studies with the USACE and obtain digital models, topography, and/or workmaps if available.

Update existing hydraulic models to reflect the USACE QSPF of 115,000 cfs. The models using HEC-RAS include the following conditions:

- Existing Bridge
- 7-Span Haunched Girder

Prepare memo to City of San Diego and TY Lin International summarizing the hydraulic results of the existing and proposed models for the USACE QSPF

2 408 Permit Hydrologic and Hydraulic Impact Report - Phase 2

Update the HEC-RAS sediment transport model to reflect the existing condition and proposed bridge design to assess and document the impacts to sediment transport and pier & abutment scour.

Prepare the 408 Levee Hydraulic Report Submittal document including the following:

- Hydraulic models for the existing condition QSPF
- Hydraulic models for the proposed condition QSPF
- Qualitative assessment of local and system wide resultant impacts
- Impacts to sediment transport and pier/abutment scour at the proposed WMBD bridge and downstream at the existing Sunset Cliffs Blvd Bridge
- Discussion of residual risk assuming a Minor Modification is specifically excluded from this scope of work.

Prepare plan sheets and exhibits (11x17 size) showing the QSPF EGL & HGL, showing plan view changes in flood limits, cross section views of the bridge, and profile views of the channel in the vicinity of the bridge. This scope assumes approximately eight exhibit-level plan sheets, not intended for construction.

3 Process Reports with USACE

Respond to technical comments to support processing the 408 Levee Hydraulic Report for WMBD Bridge through the USACE. Assumes responses to up to two-rounds of plan check comments

4 Meetings and Teleconferences

Attend up to two additional project meetings (two hours each) with the City of San Diego, the consultant(s), the USACE, and or Caltrans regarding project development. The following durations are assumed:

- 25 hours of project coordination & teleconferences with the project design team
- 25 hours of agency coordination with the City, Caltrans, and the USACE.

Assumptions:

- Compilation, submittal, coordination and processing the 408 application including all supporting exhibits, documents, and schedules are not part of this task.

- Geotechnical, structural, landscaping reports required associated with the 408 permitting will be prepared are not part of this task.
- The project will be considered a Minor Modification by the USACE, and excludes the need for a Risk Analysis.

Exclusions:

- Changes to hydraulic models or reports based on changes in bridge design after initial submittal to the USACE.
- Analysis of additional bridge design alternatives
- Structural or geotechnical analyses or studies
- Environmental permitting or processing
- 2-dimensional hydraulic modeling
- Watershed hydrology or drainage analyses
- Detailed Risk Analyses associated with a Major Modification
- Preparation of the Channel Design Capacity Study requested by the USACE
- Meetings and/or coordination beyond the level identified in the scope of work

240.82.4 Landscape Support Services

Services for this task include the preparation of landscape drawings showing the revegetation of areas impacted by grading or other construction that are within the USACE jurisdiction. Submittals will address 'Levees' submittal requirements only as the most 'applicable' for this project. Services will include (1) submittal and (1) re-submittal. A short paragraph describing the landscape planting concept will be provided as part of the permit application submittal. Preparation of the permit application is not part of this task.

Task 240.82.1 Deliverables:

- 408 Minor Permit Application
- Levee Hydraulic Analysis Report
- Updated Geotechnical Design Report
- Updated Landscape Drawings

240.95 Visual Impact Assessment Studies

The scope consists of providing additional services based on the City's request to update the Visual Impact Assessment (VIA). As a result of updated Caltrans design code requirements, the overall proportions of the bridge were modified. This scope is necessary as part of revalidating the environmental document.

240.95.1 Prepare VIA Addendum and Update Simulations

Services include reviewing the revised bridge models, preparing revised simulations and adding analysis and assessment text to summarize the changes to the existing visual environment based on the new bridge features. The text requires the preparation of several

pages discussing Viewer Sensitivity and Exposure, changes to existing Visual Character and Quality, and overall summations.

Task 240.95 Deliverables: VIA addendum

III. Exclusions and Assumptions

The following services are not included as part of this proposal:

- Design support services during construction
- City and Caltrans permits and associated fees
- Development of an Operations and Maintenance (O&M) Manual
- Independent external peer review
- Detailed risk analysis
- Major 408 Permit Application
- Application fees
- As-built certification for constructed improvements
- No additional FEMA analysis/processing is anticipated for 408 Permit
- Right of way appraisals
- It is assumed that the City will lead the Contract advertisement and Award effort and the consultant team will support that effort as needed.
- Offsite Drainage Analysis - This is not anticipated, therefore, it has not been included.
- SCCWRP Stream Assessment to determine the stream susceptibility - It is assumed that the project is HMP exempt.
- Environmental permitting or coordination
- As-built certification for constructed improvements
- FEMA - No additional FEMA analysis/processing is anticipated.
- Detention - Due to the location and nature of the project, it is assumed that the project is exempt for these requirements.

Exhibit B-5 Compensation Schedule
West Mission Bay Drive Bridge Replacement
Plans, Specifications and Estimates Updated Code Requirements

Subconsultant: Consultant Summary
Activity: All Activities

Task	Description							Labor Totals	
		T.Y. Lin International	Rick Engineering	AECOM	Group Delta Consultants	Estrada Land Planning	Safdie Rabines Architects	Hours	Amount
Task 100	Project Management								
123.10	PM for New Storm Water Requirements	60						60	\$12,300
123.20	PM for Civil Drawings Modifications	10						10	\$2,050
124.81	PM for Additional Geotech Borings	40						40	\$8,200
124.82	PM for USACE 408 Permit	80						80	\$16,400
124.95	PM for VIA Updates	10						10	\$2,050
Task 230	Prepare Draft Roadway PS&E								
230.10	New Storm Water Requirements								
230.10.1	Perform Studies and Update Drainage Plans/Reports		408					408	\$46,008
230.10.2	Geologic Storm Water Investigation				76			76	\$9,340
230.10.3	Landscape Support Services					110		110	\$11,600
230.20	Civil Drawings Modifications for 408 Permit								
230.20.1	Preparation of 408 Permit Application Items		89					89	\$9,400
Task 240	Draft Structures PS&E								
240.76	Additional Type Selection Studies								
240.76.1	Evaluate Additional Alternatives	792						792	\$120,600
240.76.2	Geotechnical Evaluation of Alternatives				280			280	\$41,600
240.76.3	Hydraulic Evaluation of Alternatives		274.46					274.46	\$30,994
240.76.4	Architectural Evaluation of Alternatives						130.40	130.40	\$21,800
240.81	Additional Geotechnical Borings				356.28			356.28	\$41,520
240.82	USACE Section 408 Permit								
240.82.1	Application Preparation and Submittal	248						248	\$35,440
240.82.2	Geotechnical Levee Evaluation				44			44	\$6,520
240.82.3	Hydraulic Analysis of the Levees		408					408	\$50,397
240.82.4	Landscape Support Services					86		86	\$9,280
240.95	Visual Impact Assessment Updates								
240.94.1	Prepare VIA Addendum & Update Simulations					78		78	\$10,960
Total Hours:		1,240.00	1,179.46		756.28	274.00	130.40	3,580.14	
Subtotal:		\$197,040	\$136,799		\$98,980	\$31,840	\$21,800		\$486,459

ADDITIONAL SERVICES (10%)

\$48,646

Trips @
Nights @
Prints @
Days @
Each @
Lump Sum @

Subtotal - REIMBURSABLE EXPENSES

\$4,925

Subtotal - SUBCONSULTANT SERVICES

\$132,480

Grand Total - All Activities for Amendment #5

\$672,510

Exhibit B-5 Compensation Schedule
West Mission Bay Drive Bridge Replacement
Plans, Specifications and Estimates Updated Code Requirements

Consultant: T.Y. Lin International
Activity: Bridge Engineering

Task	Description	Estimated Labor Hours							Labor Totals	
		Project Manager (Jay Holombo)	Project Engineer (Kumar Ghosh)	Design Engineer (Brett Makley)	Sr. Engineer (Pete Smith)	CAD Tech (Oscar Colcol & Yi Wang)	Admin (Cathy Salas)		Hours	Amount
Task 100	Project Management									
123.10	PM for New Storm Water Requirements	60							60	\$12,300
123.20	PM for Civil Drawings Modifications	10							10	\$2,050
124.81	PM for Additional Geotech Borings	40							40	\$8,200
124.82	PM for USACE 408 Permit	80							80	\$16,400
124.95	PM for VIA Updates	10							10	\$2,050
Task 230	Prepare Draft Roadway PS&E									
230.10	New Storm Water Requirements									
230.10.1	Perform Studies and Update Drainage Plans/Reports									
230.10.2	Geologic Storm Water Investigation									
230.10.3	Landscape Support Services									
230.20	Civil Drawings Modifications for 408 Permit									
230.20.1	Preparation of 408 Permit Application Items									
Task 240	Draft Structures PS&E									
240.76	Additional Type Selection Studies									
240.76.1	Evaluate Additional Alternatives	72	70	128	352	170			792	\$120,600
240.76.2	Geotechnical Evaluation of Alternatives									
240.76.3	Hydraulic Evaluation of Alternatives									
240.76.4	Architectural Evaluation of Alternatives									
240.81	Additional Geotechnical Borings									
240.82	USACE Section 408 Permit									
240.82.1	Application Preparation and Submittal	32	48	104		48	16		248	\$35,440
240.82.2	Geotechnical Levee Evaluation									
240.82.3	Hydraulic Analysis of the Levees									
240.82.4	Landscape Support Services									
240.95	Visual Impact Assessment Updates									
240.94.1	Prepare VIA Addendum & Update Simulations									
Total Hours:		304	118	232	352	218	16		1,240	
Rate:		\$205	\$160	\$140	\$160	\$120	\$55			
Subtotal:		\$62,320	\$18,880	\$32,480	\$56,320	\$26,160	\$880			\$197,040

REIMBURSABLE EXPENSES

Travel	400	Miles	@	\$0.55	\$220
Lodging/Meals		Nights	@	\$100.00	
Plan Reproduction	200	Prints	@	\$3.00	\$600
Photocopies	3000	Copies	@	\$0.15	\$450
Postage & Freight	4	Each	@	\$25.00	\$100
Presentation Boards		Each	@	\$50.00	

Subtotal - REIMBURSABLE EXPENSES **\$1,370**

SUBCONSULTANT SERVICES

Subconsultant 1
Subconsultant 2
Subconsultant 3
Subconsultant 4
Subconsultant 5

Subtotal - SUBCONSULTANT SERVICES

Total	T.Y. Lin International	\$198,410
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Exhibit B-5 Compensation Schedule
West Mission Bay Drive Bridge Replacement
Plans, Specifications and Estimates Updated Code Requirements

Subconsultant: Rick Engineering
Activity: Civil Engineering

Task	Description	Estimated Labor Hours								Labor Totals	
		Principal-in-Charge (Kai Ramer)	Project Manager (Edgar Camerino)	Project Engineer (Mark Jugar)	Design Engineer (Nick Dornier)	Drafter (Eileen Hoag)	P-I-C / Landscape Architectur e	Principal L.A.	Associate L.A.	Hours	Amount
Task 100	Project Management										
123.10	PM for New Storm Water Requirements										
123.20	PM for Civil Drawings Modifications										
124.81	PM for Additional Geotech Borings										
124.82	Geologic Storm Water Investigation										
124.95	Additional Project Management										
Task 230	Prepare Draft Roadway PS&E										
230.10	New Storm Water Requirements										
230.10.1	Perform Studies and Update Drainage Plans/Reports	5	38	59	268	38				408	\$46,008
230.10.2	Geologic Storm Water Investigation										
230.10.3	Landscape Support Services										
230.20	Civil Drawings Modifications for 408 Permit										
230.20.1	Preparation of 408 Permit Application Items		3	6	60	20				89	\$9,400
Task 240	Draft Structures PS&E										
240.76	Additional Type Selection Studies										
240.76.1	Evaluate Additional Alternatives										
240.76.2	Geotechnical Evaluation of Alternatives										
240.76.3	Hydraulic Evaluation of Alternatives	7	10.13	50.40	196.26	10.67				274.46	\$30,994
240.76.4	Architectural Evaluation of Alternatives										
240.81	Additional Geotechnical Borings										
240.82	USACE Section 408 Permit										
240.82.1	Application Preparation and Submittal										
240.82.2	Geotechnical Levee Evaluation										
240.82.3	Hydraulic Analysis of the Levees	14	89	133	148	24				408	\$50,397
240.82.4	Landscape Support Services										
240.95	Visual Impact Assessment Updates										
240.94.1	Prepare VIA Addendum & Update Simulations										
Total Hours:		26.00	140.13	248.40	672.26	92.67				1,179.46	
Rate:		\$175	\$150	\$125	\$107	\$89	\$140	\$125	\$115		
Subtotal:		\$4,550	\$21,020	\$31,050	\$71,932	\$8,248					\$136,799

REIMBURSABLE EXPENSES

Travel	120	Miles	@	\$0.55	\$66
Lodging/Meals		Nights	@	\$100.00	
Plan Reproduction	770	Prints	@	\$3.00	\$2,309
Flagging		Days	@	\$0.15	
Postage & Freight	6	Each	@	\$25.00	\$150
Direct Expenses		Lump Sum	@	\$1	

Subtotal - REIMBURSABLE EXPENSES **\$2,525**

SUBCONSULTANT SERVICES

Subconsultant 1
Subconsultant 2
Subconsultant 3
Subconsultant 4
Subconsultant 5

Subtotal - SUBCONSULTANT SERVICES

TOTAL	Rick Engineering	\$139,324
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Exhibit B-5 Compensation Schedule
West Mission Bay Drive Bridge Replacement
Plans, Specifications and Estimates Updated Code Requirements

Subconsultant: AECOM
Activity: Environmental Engineering

Task	Description	Estimated Labor Hours								Labor Totals	
		Vice President	Principal (Bili Graham)	Sr. PM (Alex Hardy)	Sr. Analyst/ Planner (Chelsea Chaneslan)	Analyst/ Planner	Sr. Archaeo/ Historian	Archaeo/ Historian I	Sr. Bldg II	Hours	Amount
Task 100	Project Management										
123.10	PM for New Storm Water Requirements										
123.20	PM for Civil Drawings Modifications										
124.81	PM for Additional Geotech Borings										
124.82	Geologic Storm Water Investigation										
124.95	Additional Project Management										
Task 230	Prepare Draft Roadway PS&E										
230.10	New Storm Water Requirements										
230.10.1	Perform Studies and Update Drainage Plans/Reports										
230.10.2	Geologic Storm Water Investigation										
230.10.3	Landscape Support Services										
230.20	Civil Drawings Modifications for 408 Permit										
230.20.1	Preparation of 408 Permit Application Items										
Task 240	Draft Structures PS&E										
240.76	Additional Type Selection Studies										
240.76.1	Evaluate Additional Alternatives										
240.76.2	Geotechnical Evaluation of Alternatives										
240.76.3	Hydraulic Evaluation of Alternatives										
240.76.4	Architectural Evaluation of Alternatives										
240.81	Additional Geotechnical Borings										
240.82	USACE Section 408 Permit										
240.82.1	Application Preparation and Submittal										
240.82.2	Geotechnical Levee Evaluation										
240.82.3	Hydraulic Analysis of the Levees										
240.82.4	Landscape Support Services										
240.95	Visual Impact Assessment Updates										
240.94.1	Prepare VIA Addendum & Update Simulations										
Total Hours:											
Rate:		\$250	\$225	\$155	\$110	\$85	\$145	\$85	\$170		
Subtotal:											

REIMBURSABLE EXPENSES

Travel	Miles @	\$0.50
Lodging/Meals	Nights @	
Plan Reproduction	Plan Repro @	\$35.00
Photocopies	copies @	\$0.10
Postage & Freight	each @	\$25.00
Records Search	Arch & Haz @	\$800.00

Subtotal - REIMBURSABLE EXPENSES

SUBCONSULTANT SERVICES

Subconsultant 1
Subconsultant 2
Subconsultant 3
Subconsultant 4
Subconsultant 5

Subtotal - SUBCONSULTANT SERVICES

TOTAL	AECOM
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Exhibit B-5 Compensation Schedule
West Mission Bay Drive Bridge Replacement
Plans, Specifications and Estimates Updated Code Requirements

Subconsultant: Group Delta Consultants
Activity: Geotechnical Engineering

Task	Description	Estimated Labor Hours								Labor Totals	
		Principal Eng/Geol (Shah Ghanbari)	Senior Eng/Geol (Jim Sanders)	Project Eng/Geol (Matt Fagan)	Staff Eng/Geol (Taylor Latimer)	Drafting (Jerry Jimenez)	Admin (Liz Schuler)	Laboratory Testing (Jan Krehbiel)		Hours	Amount
Task 100	Project Management										
123.10	PM for New Storm Water Requirements										
123.20	PM for Civil Drawings Modifications										
124.81	PM for Additional Geotech Borings										
124.82	Geologic Storm Water Investigation										
124.95	Additional Project Management										
Task 230	Prepare Draft Roadway PS&E										
230.10	New Storm Water Requirements										
230.10.1	Perform Studies and Update Drainage Plans/Reports										
230.10.2	Geologic Storm Water Investigation		20		56					76	\$9,340
230.10.3	Landscape Support Services										
230.20	Civil Drawings Modifications for 408 Permit										
230.20.1	Preparation of 408 Permit Application Items										
Task 240	Draft Structures PS&E										
240.76	Additional Type Selection Studies										
240.76.1	Evaluate Additional Alternatives										
240.76.2	Geotechnical Evaluation of Alternatives	80	80	120						280	\$41,600
240.76.3	Hydraulic Evaluation of Alternatives										
240.76.4	Architectural Evaluation of Alternatives										
240.81	Additional Geotechnical Borings	10.28	106		130	30		80		356.28	\$41,520
240.82	USACE Section 408 Permit										
240.82.1	Application Preparation and Submittal										
240.82.2	Geotechnical Levee Evaluation	4	40							44	\$6,520
240.82.3	Hydraulic Analysis of the Levees										
240.82.4	Landscape Support Services										
240.95	Visual Impact Assessment Updates										
240.94.1	Prepare VIA Addendum & Update Simulations										
Total Hours:		94.28	246.00	120.00	186.00	30.00		80.00		756.28	
Rate:		\$180	\$145	\$130	\$115	\$85	\$50	\$85			
Subtotal:		\$16,970	\$35,670	\$15,600	\$21,390	\$2,550		\$6,800			\$98,980

REIMBURSABLE EXPENSES

Travel	Miles	@	\$0.55	
Lodging/Meals	Nights	@	\$125.00	
Plan Reproduction	193	Prints	@	\$3.00
Photocopies		Copies	@	\$0.15
Postage & Freight		Each	@	\$25.00
Other (Specify)		Each	@	
Subtotal - REIMBURSABLE EXPENSES				\$580

SUBCONSULTANT SERVICES

Sonic Drill Rig	\$130,770
Concrete Coring/Repair	\$1,710
Concrete Coring	
Traffic Control	
Drum Disposal	
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Subtotal - SUBCONSULTANT SERVICES	\$132,480

TOTAL	Group Delta Consultants	\$232,040
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Exhibit B-5 Compensation Schedule
West Mission Bay Drive Bridge Replacement
Plans, Specifications and Estimates Updated Code Requirements

Subconsultant: Estrada Land Planning
Activity: Landscape Architecture

Task	Description	Estimated Labor Hours							Labor Totals	
		Principal (Vicky Estrada)	Sr LS Architect (David Preciado)	Sr LS Designer (Kevin Nguyen)	Asst LS Designer (Rocio Casco)	Admin			Hours	Amount
Task 100	Project Management									
123.10	PM for New Storm Water Requirements									
123.20	PM for Civil Drawings Modifications									
124.81	PM for Additional Geotech Borings									
124.82	Geologic Storm Water Investigation									
124.95	Additional Project Management									
Task 230	Prepare Draft Roadway PS&E									
230.10	New Storm Water Requirements									
230.10.1	Perform Studies and Update Drainage Plans/Reports									
230.10.2	Geologic Storm Water Investigation									
230.10.3	Landscape Support Services		16	38	56				110	\$11,600
230.20	Civil Drawings Modifications for 408 Permit									
230.20.1	Preparation of 408 Permit Application Items									
Task 240	Draft Structures PS&E									
240.76	Additional Type Selection Studies									
240.76.1	Evaluate Additional Alternatives									
240.76.2	Geotechnical Evaluation of Alternatives									
240.76.3	Hydraulic Evaluation of Alternatives									
240.76.4	Architectural Evaluation of Alternatives									
240.81	Additional Geotechnical Borings									
240.82	USACE Section 408 Permit									
240.82.1	Application Preparation and Submittal									
240.82.2	Geotechnical Levee Evaluation									
240.82.3	Hydraulic Analysis of the Levees									
240.82.4	Landscape Support Services		16	28	42				86	\$9,280
240.95	Visual Impact Assessment Updates									
240.94.1	Prepare VIA Addendum & Update Simulations		40	38					78	\$10,960
Total Hours:			72	104	98				274	
Rate:		\$250	\$160	\$120	\$80	\$50				
Subtotal:			\$11,520	\$12,480	\$7,840					\$31,840

REIMBURSABLE EXPENSES

Travel	Trips @	\$15.00
Lodging/Meals	Nights @	
Plan Reproduction	Prints @	\$9.00
Presentation boards	Each @	\$50.00
Postage & Freight	Each @	\$30.00
Other	Lump Sum @	

Subtotal - REIMBURSABLE EXPENSES

SUBCONSULTANT SERVICES

Subconsultant 1
Subconsultant 2
Subconsultant 3
Subconsultant 4
Subconsultant 5

Subtotal - SUBCONSULTANT SERVICES

TOTAL	Estrada Land Planning	\$31,840
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Exhibit B-5 Compensation Schedule
West Mission Bay Drive Bridge Replacement
Plans, Specifications and Estimates Updated Code Requirements

Subconsultant: Safdie Rabines Architects
Activity: Bridge Architecture

Task	Description	Estimated Labor Hours								Labor Totals	
		Sr. Principal (Jose Ricardo Rabines)	Principal (Eric Lindebak)	Project Manager (Valentin Florescu)	Job Captain	Designer 3	Designer 2 (Sam Scott)	Designer 1	Draftsman (Brer Marsh)	Hours	Amount
Task 100	Project Management										
123.10	PM for New Storm Water Requirements										
123.20	PM for Civil Drawings Modifications										
124.81	PM for Additional Geotech Borings										
124.82	Geologic Storm Water Investigation										
124.95	Additional Project Management										
Task 230	Prepare Draft Roadway PS&E										
230.10	New Storm Water Requirements										
230.10.1	Perform Studies and Update Drainage Plans/Reports										
230.10.2	Geologic Storm Water Investigation										
230.10.3	Landscape Support Services										
230.20	Civil Drawings Modifications for 408 Permit										
230.20.1	Preparation of 408 Permit Application Items										
Task 240	Draft Structures PS&E										
240.76	Additional Type Selection Studies										
240.76.1	Evaluate Additional Alternatives										
240.76.2	Geotechnical Evaluation of Alternatives										
240.76.3	Hydraulic Evaluation of Alternatives										
240.76.4	Architectural Evaluation of Alternatives	18.40	32			80				130.40	\$21,800
240.81	Additional Geotechnical Borings										
240.82	USACE Section 408 Permit										
240.82.1	Application Preparation and Submittal										
240.82.2	Geotechnical Levee Evaluation										
240.82.3	Hydraulic Analysis of the Levees										
240.82.4	Landscape Support Services										
240.95	Visual Impact Assessment Updates										
240.94.1	Prepare VIA Addendum & Update Simulations										
Total Hours:		18.40	32.00			80.00				130.40	
Rate:		\$250	\$200	\$170	\$150	\$135	\$120	\$110	\$95		
Subtotal:		\$4,600	\$6,400			\$10,800					\$21,800

REIMBURSABLE EXPENSES

Travel		Trips	@	\$75.00	
Lodging/Meals		Nights	@	\$90.00	
Plan Reproduction	450	Prints	@	\$1.00	\$450
Flagging		Days	@	\$800.00	
Postage & Freight		Each	@	\$30.00	
Other		Lump Sum	@		
Subtotal - REIMBURSABLE EXPENSES					\$450

SUBCONSULTANT SERVICES

Subconsultant 1
Subconsultant 2
Subconsultant 3
Subconsultant 4
Subconsultant 5

Subtotal - SUBCONSULTANT SERVICES

TOTAL	Safdie Rabines Architects	\$22,250
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EXHIBIT D-5 Time Schedule

	Task Duration
Task 100 - Project Management	16 Months
Task 230 - Prepare Draft PS&E	6 Months
Task 240 - Draft Structures PS&E	10 Months

The task durations commence as of the date of the Notice to Proceed for Amendment No.5.

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

CC 3000008397
DEPT. NO.: 2112

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

Amount: _____

Purpose: _____

Date: _____ By: _____

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE ☐

CERTIFICATION OF UNENCUMBERED BALANCE

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

Not to Exceed: \$672,510.00

Vendor: TY Lin International

Purpose: To authorize the expenditure of funds not to exceed \$672,510.00 to TY Lin International for the Fifth Amendment to the Agreement for Design Services for the West Mission Bay Drive Bridge Over San Diego River Project.

Date: December 2, 2015

By: Michael Pelayo 
COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1	S00871	200385		512034	OTHR-00000000-TR	2113		S-00871.02.02	\$672,510.00
TOTAL AMOUNT									\$672,510.00

FUND OVERRIDE ☐

CC 3000008397

WEST MISSION BAY DRIVE BRIDGE OVER SAN DIEGO RIVER (BRIDGE NO. 57C-023)



VICINITY MAP

NOT TO SCALE

City of San Diego
Human Resources Department
Request for Human Resources Approval for Purchase Requisition

Requesting Department:	Public works
Vendor Name:	TY Lin International
Purchase Requisition #:	N/A
Department Contact:	Mark Koll/Dan Nutter
Date of Request:	November 24, 2015
Contract Amount:	\$623,927 to \$672,510 (Amendment #5)

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

<u>Question</u>	<u>Department Response</u>
What is the contract for?	Preparation of plans, specifications and estimate for <u>West Mission Bay Drive Bridge over San Diego River.</u> The amendment would meet new standards for storm water regulations, additional structural and geotechnical bridge analyses, levee permit requirements, and visual impact assessment.
Are City employees currently performing any of the work?	City Staff Managing the contract and in a Deputy City Engineer capacity enforcing standards.
Will any City employees be displaced as a result of this bid?	<u>No</u>
If this is a renewal of an existing contract, how long have these services been contracted out?	This is the 5 th amendment for professional consultant services for the design of West Mission Bay Drive.
Is this a Public Works Contract? (construction, reconstruction or repair of City buildings, street or other facilities)	<u>N/A</u> <i>for 12/3/15 email from Daniel Nutter, this is for the bridge.</i>
Is this a Tenant Improvement?	<u>N/A</u>
Was another department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication.	<u>N/A</u>

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

HUMAN RESOURCES DEPARTMENT USE ONLY

Based on the Department's representation, this contract is Approved
from a labor relations perspective.

<u><i>CHH</i></u>	<u>12/3/15</u>
Human Resources Department Liaison	Date

RESOLUTION NUMBER R- 293189

ADOPTED ON MAY 30 2000

BE IT RESOLVED, by the Council of The City of San Diego, that the Council hereby accepts the Program Supplement No. 113 to Local Agency-State Agreement for Federal Aid Project No. BHLS-5004(049), in the amount of \$400,000 for Bridge Widening and Rehabilitation of West Mission Bay Drive Bridge over San Diego River.

BE IT FURTHER RESOLVED, that the appropriation of \$400,000 from program Supplement No. 113, HBRR Grant Fund 38724, to CIP 52-643.0, West Mission Bay Drive Bridge over San Diego River is hereby authorized.

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized and empowered to execute, for and on behalf of said City, an agreement with T.Y. Lin International to provide professional services for the feasibility study of the West Mission Bay Drive Bridge over San Diego River, under the terms and conditions set forth in the agreement on file in the office of the City Clerk as Document No. RR- 293189.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$400,000 from CIP 52-643.0, West Mission Bay Drive Bridge over San Diego River, HBRR Fund 38724, of which \$344,000 is for the purpose of funding the aforementioned agreement, is hereby authorized, solely and exclusively for the purpose of providing funds for the above project.

BE IT FURTHER RESOLVED, that the Auditor and Comptroller, upon advice from the administering department, is hereby authorized to transfer excess funds, if any, to the appropriate reserves.

APPROVED: CASEY GWINN, City Attorney

By


John F. Kirk, Deputy

JFK:mr

5/16/00

Aud.Cert: 2001130

Or.Dept:Eng&CP

R-2000-1381

Form=auagr.frm

COPY

CAPITAL IMPROVEMENTS
FOR
CITY OF SAN DIEGO
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT

AGREEMENT
FOR
WEST MISSION BAY DRIVE BRIDGE OVER THE SAN DIEGO RIVER
FEASIBILITY STUDY

CITY OF SAN DIEGO
AND
T.Y. LIN INTERNATIONAL

DOCUMENT NO. AR-293189
FILED MAY 30 2000
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND T.Y. LIN INTERNATIONAL FOR CONSULTING SERVICES

THIS Agreement is made and entered into this _____ day of _____, 1999
between the City of San Diego, a municipal corporation, and T.Y. Lin International
[Consultant] for the Consultant to provide Professional Services to the City on West
Mission Bay Drive Bridge over the San Diego River, Feasibility Study [Project].

RECITALS

The City wants to retain the services of a professional bridge engineering firm to
provide preliminary bridge planning and associated environmental studies and roadway
alignments services [Professional Services].

The Consultant has the expertise, experience and personnel necessary to
provide the Professional Services for the Project.

The City and the Consultant [Parties] want to enter into an Agreement
[Agreement] whereby the City will retain the Consultant to provide, and the Consultant
shall provide, the Professional Services for the Project.

In consideration of the above recitals and the mutual covenants and conditions
set forth, herein, and for good and valuable consideration, the receipt and sufficiency of
which are hereby acknowledged, the Parties hereby set forth their mutual covenants
and understandings as follows:

ARTICLE I - PROFESSIONAL SERVICES

The above-listed recitals are true and correct and are hereby incorporated by
reference.

1.1 Scope of Services.

The Consultant shall perform Professional Services as set forth in the written
Scope of Services [Exhibit A] at the direction of the City on a lump sum basis specifically
enumerated in the Compensation Schedule [Exhibit B], Fee Schedule [Exhibit C], and
Time Schedule [Exhibit D]. The lump sum for this Agreement shall not exceed
\$ 344,000.

1.2 Contract Administrator.

The Engineering and Capital Projects Department is the contract administrator for this Agreement. The Consultant shall provide Professional Services under the direction of a designated representative of the Engineering and Capital Projects Department. The City's designated representative will communicate with the Consultant on all matters related to the administration of this Agreement and the Consultant's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise.

1.3 City Modification of Scope of Services.

The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Consultant's cost of, or the time required for, the performance of any of the Professional Services, the Consultant shall so notify the City. If appropriate, an equitable adjustment to the Consultant's compensation may be made, provided that any adjustment must be approved by both Parties in writing.

1.4 Written Authorization.

Prior to performing any Professional Services in connection with the Project, the Consultant shall obtain from the City a written authorization to proceed. The Consultant shall advise the City in writing immediately of any anticipated change in the Scope of Services, Compensation Schedule, or Time Schedule, and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Consultant from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

1.5 Confidentiality of Services.

All Professional Services performed by the Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Consultant, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Consultant, at the time that it was disclosed to the Consultant by the City, (b) subsequently becomes publicly known through no act or omission by the Consultant, or (c) otherwise becomes known to the Consultant other than through disclosure by the City except for Subconsultants, covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

1.6 Competitive Bidding.

The Consultant shall ensure that all plans and specifications prepared, required, or recommended under this Agreement allow for competitive bidding. The Consultant

shall design such plans or specifications so that procurement of services, labor or materials are not available from only one source, and shall not design plans and specifications around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by the City. The Consultant shall submit this written justification to the City prior to beginning work on such plans or specifications. Whenever the Consultant recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Project.

ARTICLE II - DURATION OF AGREEMENT

2.1 Term of Agreement.

This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and it shall be effective until completion of the Scope of Services.

2.2 Time of Essence.

Time is of the essence for this Agreement.

2.3 Notification of Delay.

The Consultant shall immediately notify the City in writing of any delay in completion of the Professional Services. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If the delay affects a material part of the Project, the City may exercise its rights under Sections 2.5-2.8 of this Agreement.

2.4 Delay.

If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of both Parties, such delay may entitle the Consultant to a reasonable extension of time, but such delay shall not entitle the Consultant to damages or additional compensation. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Consultant's work; inability to obtain materials, equipment or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Consultant; provided, however, that (a) this provision shall not apply and the Consultant shall not be entitled to an extension of time for a delay caused by the acts or omissions of the Consultant; and, (b) that a delay caused by the inability to obtain materials shall not entitle the Consultant to an extension of time unless the

Consultant furnishes the City, in a timely manner, documentary proof, to the City's satisfaction, of the inability to obtain materials.

2.5 City's Right to Suspend for Convenience.

The City may, at its sole option and for its convenience, suspend all or any portion of the Consultant's performance of the Professional Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Consultant of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Consultant a sum equivalent to the reasonable value of the Professional Services the Consultant has performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Consultant. The City may then require the Consultant to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Consultant shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

2.6 City's Right to Terminate for Convenience.

The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Consultant. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective 10 calendar days after receipt of the notice by the Consultant. After termination of this Agreement, the Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of the Consultant's Professional Services under this Agreement. For services rendered in completing the work, the Consultant shall be entitled to reasonable compensation for the Professional Services performed by the Consultant before the effective date of termination. After filing of documents and completion of performance, the Consultant shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Consultant's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Consultant discharges the City of all of the City's payment obligations and liabilities under this Agreement.

2.7 City's Right to Terminate for Default.

If the Consultant fails to perform or adequately perform any obligation required by this Agreement, the Consultant's failure constitutes a Default. If the Consultant fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Consultant, and any person claiming any rights by or through the Consultant under this Agreement. The rights and remedies of the City enumerated in Section 2.7 are cumulative and shall not

limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Consultant.

2.8 City's Right to Terminate for Bankruptcy or Assignment for the Benefit of Creditors.

If the Consultant files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to or demand upon the Consultant, immediately cancel and/or terminate this Agreement, and terminate each and every right of the Consultant, and any person claiming any rights by or through the Consultant. The rights and remedies of the City enumerated in Section 2.8 are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Consultant.

ARTICLE III - COMPENSATION

3.1 General.

The City shall pay the Consultant for all Professional Services and all expenses related to performance under this Agreement, in a lump sum amount not to exceed \$314,000, as set forth in the Compensation Schedule. The Consultant shall be entitled to compensation for Professional Services under this Agreement, whether within the Scope of Services or as Additional Services, based on the Fee Schedule. For the duration of this Agreement, the Consultant shall not be entitled to fees which exceed the Fee Schedule.

3.2 Manner of Payment.

Consultant shall bill all fees and expenses incurred in accordance with this Agreement directly to the City on a monthly basis.

3.2.1. Payments. Consultant shall submit one invoice per calendar month for work performed in accordance with the Compensation Schedule. The Consultant shall include with each invoice a description of completed work. Undisputed portions of invoices to the City must be in accordance with the Fee Schedule and will be payable if approved, within thirty calendar days of receipt.

3.3 Additional Services.

If the City requires additional Professional Services [Additional Services] beyond the Scope of Services, except for Additional Costs as described in Section 3.4 of this Agreement, the Consultant will be paid an additional fee. For Additional Services, if required, a maximum fee of \$30,000 will be paid. The City and the Consultant must agree in writing upon such fee for a specific task based on the Fee Schedule prior to the Consultant beginning the Additional Services.

3.4 Additional Costs.

Additional Costs are those costs that can be reasonably determined to be related to the Consultant's errors or omissions, and may include Consultant, City, or Subconsultant overhead, construction, materials, demolition, and related costs. The Consultant shall not be paid for Professional Services required due to the Consultant's errors or omissions, and the Consultant shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Consultant. Whether or not there are any monies due, or becoming due, Consultant shall reimburse the City for Additional Costs due to the Consultant's errors or omissions.

3.5 Eighty Percent Notification.

The Consultant shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed eighty percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater or less than the maximum compensation for this Agreement.

3.6 Federal Regulations

The consultant shall agree to comply with CFR 49, Part 18, Uniform Administrative Requirements for Grants and Agreements to State and Local Governments. Any costs for which payments have been made to the consultant, which are determined by subsequent audit to be unallowable under CRF 48, Chapter 1 Part 31 et seq., are subject to repayment by the consultant to the State.

ARTICLE IV - CONSULTANT'S OBLIGATIONS

4.1 Industry Standards.

The Consultant agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional bridge engineering firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same

field of service in the State of California. Where approval by the City, the City Manager, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all laws, codes, and good consulting practices.

4.2 Maintenance of Records.

The Consultant shall maintain books, records, logs, documents and other evidence sufficient to record all actions taken with respect to the rendering of Professional Services for the Project, throughout the performance of the Professional Services and for a period of ten years following completion of the Professional Services for the Project. The Consultant further agrees to allow the City to inspect, copy, and audit such books, records, documents and other evidence at all reasonable times. The Consultant agrees to provide the City with weekly backup (diskettes) for all documents generated by the Consultant in performing Professional Services under the terms of this Agreement or to provide the City with proof of insurance coverage for valuable papers and records.

4.3 Insurance.

The Consultant shall not begin Professional Services under this Agreement until it has: a) obtained insurance certificates reflecting evidence of all insurance required in Section 4.3.1 however, the City reserves the right to request, and Consultant shall submit, copies of any policy upon reasonable request by the City; b) obtained City approval of each company or companies as required by Article IV, Section 4.3.2; c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4.

Further, the Consultant shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

4.3.1. Types of Insurance. At all times during the term of this Agreement, the Consultant shall maintain insurance coverages as follows:

4.3.1.1. Commercial General Liability. For all of the Consultant's operations, including contractual, property damage, completed operations, and independent Consultant's liability, the Consultant shall keep in full force and effect, during any and all work on this project, all applicable insurance to cover personal injury, bodily injury and property damage, providing coverage to a combined single limit of \$1,000,000 million per occurrence, subject to an annual aggregate of \$1,000,000 million for general liability, completed operations and personal injury other than bodily injury. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. Contractual liability limitation endorsement is not acceptable.

4.3.1.2. Commercial Automobile Liability. For all of the Consultant's automobiles including owned, hired and non-owned automobiles, the Consultant shall keep in full force and effect, automobile insurance for bodily injury and property damage providing coverage to a combined single limit of \$1 million per

occurrence. Insurance certificate shall reflect coverage for any automobile [any auto]. The City shall be named as an additional insured, but only for liability arising out of use of Consultant's automobiles and only arising out of Professional Services performed under this Agreement.

4.3.1.3. Architects & Engineers Professional Liability. For all of the Consultant's employees who are subject to this Agreement, the Consultant shall keep in full force and effect, errors and omissions insurance providing coverage for professional liability with a combined single limit of \$1,000,000 million per claim and \$5,000,000 million annual aggregate. Consultant shall ensure both that (1) this policy retroactive date is on or before the date of commencement of the Project; and (2) this policy has a reporting period of three years after the date of completion or termination of this Agreement. Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increases the City's exposure to loss.

4.3.1.4. Worker's Compensation. For all of the Consultant's employees who are subject to this Agreement and to the extent required by the State of California, the Consultant shall keep in full force and effect, a workers compensation policy. That policy shall provide a minimum of \$1 million of employers liability coverage, and the Consultant shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

4.3.2. Rating Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have been given at least an "A" or "A-" and "VII" rating by AM BEST, that are licensed to do business in the State of California, and that have been approved by the City.

4.3.3. Deductibles. All deductibles on any policy shall be the responsibility of the Consultant.

4.3.4. Specific Provisions Required. Each policy required under Article IV, Sections 4.3.1.1. through 4.3.1.4 shall expressly provide, and an endorsement shall be submitted to the City, that:

4.3.4.1. Except as to Architects and/or Engineers professional liability insurance and Workers Compensation, The City of San Diego and its respective elected officials, officers, employees, agents, and representatives shall be named as additional insureds. The City's Additional Insured status must be reflected on additional insured endorsement form CG 20 10, or equivalent, which shall be submitted to City.

4.3.4.2. The policies are primary and contributing to any insurance that may be carried by the City, as reflected in an endorsement which shall be submitted to the City.

4.3.4.3. The policies cannot be canceled, non renewed or materially changed except after thirty calendar days prior written notice by the Consultant to the City by certified mail, as reflected in an endorsement which shall be submitted to the City except for non-payment of premium, in which case ten days notice will be provided.

4.3.4.4. Before performing any Professional Services, the Consultant shall provide the City with all Certificates of Insurance accompanied with all endorsements.

4.3.4.5. The Consultant may obtain additional insurance not required by this Agreement.

4.4 Subconsultants.

The Consultant's hiring of or retaining any third parties [Subconsultants] to perform services related to the Project [Subconsultant Services] is subject to prior approval by the City. Consultant shall list on the Subconsultants List [Exhibit E (4)] all Subconsultants known to the Consultant at the time this Agreement is entered. If at any time after this Agreement is entered into the Consultant identifies a need for additional Subconsultant Services, the Consultant shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subconsultant Services. The Consultant's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subconsultant Services. The Consultant may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

4.4.1. Subconsultant Contracts. All contracts entered into between the Consultant and a Subconsultant shall contain the information as described in Sections 4.6, 4.7; and 4.10.2, and shall provide as follows:

4.4.1.1. For each design professional Subconsultant, each Subconsultant shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Each Subconsultant shall obtain, and Consultant shall require the Subconsultant to obtain, all policies described in Section 4.3.1.

4.4.1.2. The Consultant is obligated to pay the Subconsultant, for the Consultant- and City-approved invoice amounts, out of amounts paid by the City to the Consultant, not later than fourteen working days from the Consultant's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Consultant and any Subconsultant to negotiate fair and reasonable pricing and payment provisions among themselves.

4.4.1.3. In the case of a deficiency in the performance of Subconsultant Services, the Consultant shall notify the City in writing of any withholding of payment to the Subconsultant, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subconsultant must take in order to receive the amount withheld. Once the Subconsultant corrects the deficiency, the Consultant shall pay the Subconsultant the amount withheld within fourteen working days of the Consultant's receipt of the City's next payment.

4.4.1.4. In any dispute between the Consultant and Subconsultant, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend and indemnify the City as described in

Article VI of this Agreement in any dispute between the Consultant and Subconsultant should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

4.4.1.5. The Subconsultant is bound to the City's Equal Opportunity Contracting Program covenants set forth in Article IV, Section 4.6 and Exhibit E of this Agreement.

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

4.5 Contract Activity Report.

The Consultant shall submit statistical information to the City as requested in the City's Contract Activity Report [Exhibit E (6)]. The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract Activity Report, the Consultant shall provide an invoice from each Subconsultant listed in the report. The Consultant agrees to issue payment to each firm listed in the Report within fourteen days of receiving payment from the City for Subconsultant Services as described in Section 4.4.1.

4.6. Compliance with the City's Equal Opportunity Contracting Program.

The Consultant and each of its Subconsultants shall comply with the City's Equal Opportunity Contracting Program Consultant Requirements which is attached hereto as Exhibit E and incorporated herein by this reference.

4.7 Drug-Free Workplace.

The Consultant agrees to comply with the City's Drug Free Workplace requirements set forth in Council Policy 100-17, adopted by Council Resolution No. R-277952 and incorporated into this Agreement by this reference. Consultant shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form [Exhibit E (7)].

4.7.1. Consultant's Notice to Employees. The Consultant shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

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

4.7.2.1. The dangers of drug abuse in the work place.

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

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

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

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

4.7.4. Subconsultant's Agreements. The Consultant further certifies that each contract for Subconsultant Services for this Project shall contain language that binds the Subconsultant to comply with the provisions of Article IV, Section 4.7 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. Consultants and Subconsultants shall be individually responsible for their own drug-free work place program.

4.8 Americans with Disabilities Act Statement.

The Consultant is responsible for the design and all contract administration services during the construction of the Project in accordance with all applicable laws, regulations, and codes, including, but not limited to, the 1990 Americans with Disabilities Act [ADA] and Title 24 California Code of Regulations [Building Code] as defined in Section 18910 of California Health and Safety Code [Title 24]. The Consultant is responsible as a designer, employer, and City representative to comply with all portions of Title 24 and the ADA. [For specific services and public accommodations, the Consultant may contact the Office of the Americans with Disabilities Act, Civil Rights Division, U.S. Department of Justice, P.O. Box 66118, Washington, D.C. 20035-6118; phone number (202) 514-0301]. The Consultant acknowledges and agrees that the Consultant is aware of and will comply with Council Policy 100-04, incorporated herein by this reference, adopted by Resolution No. R-282153, relating to the federally-mandated ADA. The Consultant and Subconsultants will be individually responsible for administering their own ADA and Title 24 program.

4.9 Product Endorsement.

The Consultant acknowledges and agrees to comply with the provisions of the City's Administrative Regulation 95-65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

4.10 Conflict of Interest.

The Consultant is subject to all federal, state and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq. The City may determine that a conflict of interest code requires the Consultant to complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Consultant shall submit the necessary documentation to the City.

4.10.1. The Consultant shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for

private gain for themselves or others, particularly those with whom they have family, business or other relationships.

4.10.2. The Consultant and its Subconsultants having subcontracts amounting to 1% or more of the value of the Professional Services agreed to under this Agreement are precluded from participating in design services, construction management, and any other construction services related in any way to these Professional Services without the prior written consent of the City.

4.10.3. The Consultant's personnel employed on the Project shall not accept gratuities or any other favors from any Subconsultants or potential Subconsultants. The Consultant shall not recommend or specify any product, supplier, or contractor with whom the Consultant has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

4.10.4. If the Consultant violates any conflict of interest laws or any of these provisions of Section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Consultant to liability to the City for attorneys fees and all damages sustained as a result of the violation.

4.11 Mandatory Assistance.

If a third party dispute or litigation, or both, arises out of, or relates in any way to the Professional Services provided under this Agreement, upon the City's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

4.12 Compensation for Mandatory Assistance.

The City will reimburse, as described in Article III, of this Agreement, the Consultant for any fees and expenses incurred for required Mandatory Assistance as Additional Services as defined in Section 3.3. The City in its sole discretion, shall determine whether these fees, expenses, and Professional Services rendered under Section 4.11, were necessary due to the Consultant's or its agents', officers', and employees' conduct or failure to act. To the extent the City determines that such fees, expenses, or Professional Services were the result of the Consultant's or agents', officers', and employees' conduct, in part or in whole, the City is entitled to be reimbursed for any payments made for these fees, expenses, or Professional Services. Reimbursement may be through any legal means necessary, including City's withholding of payment.

4.13 Attorney Fees Related to Mandatory Assistance.

In providing the City with dispute or litigation assistance, the Consultant or its agents, officers, and employees may incur expenses and/or costs. The Consultant agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties agree this provision does not in any way affect their rights to seek attorney fees under Article IX, Section 9.8 of this Agreement.

4.14 Energy Conservation Specifications.

Technological advances in energy conservation devices such as lighting and Heating Ventilation and Air Conditions [HVAC] enable additional energy savings over that required by the State of California Title 24 Energy Standards. The Consultant shall be responsible for preparing a cost savings comparison of such devices for City review. The purpose of the comparison is to identify the additional initial cost of such devices, versus their long-term energy savings. The Consultant shall prepare a cost savings matrix that lists each device being considered and 1, 3, 5, and 10-year projected savings. The comparison shall include, but not be limited to the below listed devices:

Devices: Lighting, HVAC, Water Heating, and Motors.

4.15 Year 2000 Compliance.

Consultant warrants that the Professional Services on this Project and each product delivered, incorporated or designed for use under this Agreement that contains any software, hardware, firmware or any device which requires or is designed to do any processing, analysis, calculating or tracking of date/time data or information shall be able to accurately process, track, or create such date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, and leap year calculations to the extent necessary for the Project and each product to function correctly and accurately from, into, and between all dates and times, including but not limited to, from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and later, for the life of the Project.

4.16 Notification of Increased Construction Cost.

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

ARTICLE V - CITY'S OBLIGATIONS

5.1 Ownership of Documents.

Once the Consultant has received any compensation for the Professional Services performed, all documents, including but not limited to, original plans, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to the Scope of Services or Professional Services, shall be the property of the City. The City's ownership of these documents includes use of, reproduction or

reuse of and all incidental rights, whether or not the work for which they were prepared has been performed. The City's ownership entitlement arises upon payment or any partial payment for work performed and includes ownership of any and all work product completed. This Section shall apply whether the Consultant's Professional Services are terminated: (a) by the completion of the Project, or (b) in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, the Consultant shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and disk files, and specifications.

Consultant shall not be responsible for damage caused by subsequent changes to or uses of the plans or specifications, where the subsequent changes or uses are not authorized or approved by Consultant, provided that the service rendered by Consultant was not a proximate cause of the damage.

5.2 Additional Consultants or Contractors.

The City reserves the right to employ, at its own expense, such additional consultants or contractors as the City deems necessary to perform work or to provide Professional Services on the Project.

5.3 Employment of City Staff.

This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Consultant employs an individual who, within the last 12 months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or City Manager in connection with the selection of the Consultant.

5.4 Project Site Safety.

Unless otherwise provided by the Scope of Services in this Agreement, Consultant, Subconsultant and employees shall have no responsibility for Project site conditions during the course of construction of the Project. The City acknowledges that the construction contractor has primary responsibility for Project site conditions, including safety of all persons and property. This provision shall not be interpreted to in any way relieve the Consultant, Subconsultants or their employees of their obligation under Section 4.1 of this Agreement to comply with all applicable laws, codes and good consulting practices with regard to the maintenance of a safe Project site.

ARTICLE VI - INDEMNIFICATION

6.1 Indemnification and Hold Harmless Agreement.

With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Consultant, or Consultants' employees, agents, and officers, arising out of any services performed involving this project, except liability for Professional Services covered under Section 6.2, the Consultant agrees to defend,

indemnify, protect, and hold harmless the City, its agents, officers, or employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party. The Consultant's duty to defend indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence of sole willful misconduct of the City, its agents, officers or employees. This section in no way alters, affects or modifies the Consultant's obligations and duties under Section 4.3.4.1 herein.

6.2 Indemnification for Professional Services.

As to the Consultant's professional obligations, work or services involving this Project, the Consultant agrees to indemnify and hold harmless the City, its agents, officers and employees from and against any and all liability, claims, costs, and damages, including but not limited to, attorney fees losses or payments for injury to any person or property, caused directly or indirectly from the negligent acts, errors or omissions of the Consultant or Consultant's employees, agents or officer's.

6.3 Enforcement Costs

Consultant agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Section 6.1 and the indemnity provision in Section 6.2.

ARTICLE VII - FEDERAL REQUIREMENTS

7.1 This Project is funded by Federal Highway Bridge Rehabilitation and Replacement Funds [HBRR]. All Project work and Agreements will be subject to the review and approval of the State of California Department of Transportation [CALTRANS] and the Federal Highway Administration [FHWA].

7.2 The Consultant and its Subcontractors shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract, for inspection by the City, CALTRANS, and the FHWA, or their duly authorized representatives.

7.3 The cost principles and procedures for use in the determination of allowable elements of cost will be governed by the Federal Acquisition Regulations in Title 48, CFR 31.

7.4 The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she 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 formation of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at 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.

7.5 The Consultant shall comply with all Federal, State, and Local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code section 1775.

7.6 Neither this Agreement or any part thereof shall be subcontracted, assigned, or transferred by the Consultant except as otherwise provided for in the Agreement.

7.7 The Consultant shall comply with California Government Code section 7550 as follows:

Any document or written report prepared for or under the direction of a State or Local Agency, which is prepared in whole or in part by non-employees of such Agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by non-employees of the agency exceeds FIVE THOUSAND DOLLARS (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

ARTICLE VIII - MEDIATION

8.1 Mandatory Non-binding Mediation

If a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the Parties agree to first endeavor to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association [AAA] or any other neutral organization agreed upon before having recourse in a court of law.

8.2 Mandatory Mediation Costs

The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and expenses of the mediator [Mediator], and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

8.3 Selection of Mediator

A single Mediator that is acceptable to both Parties shall be used to mediate the dispute. The Mediator will be knowledgeable in construction aspects and may be selected from lists furnished by the AAA or any other agreed upon Mediator. To initiate mediation, the initiating Party shall serve a Request for Mediation on the opposing Party. If the Mediator is selected from a list provided by AAA, the initiating Party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a list of three requested Mediators marked in preference order, and, a preference for available dates.

8.3.1. If AAA is selected to coordinate the mediation [Administrator], within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file the following: a list of preferred Mediators listed in preference order after striking any Mediators to which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.

8.3.2. The Administrator will appoint or the Parties shall agree upon the highest, mutually preferred Mediator from the individual Parties' lists who is available to serve within the designated time frames.

8.3.3. If the Parties agree not to use AAA, then a Mediator, date and place for the mediation shall be agreed upon.

8.4 Conduct of Mediation Sessions

Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.

8.4.1. Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

8.4.2. Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

ARTICLE IX - MISCELLANEOUS

9.1 Notices.

In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: 1010 Second Avenue, Suite 1200 San Diego, CA 92110 and notice to the Consultant shall be addressed to: T.Y. Lin International, 5030 Camino De La Siesta, Suite 204, San Diego, CA 92108.

9.2 Headings.

All article headings are for convenience only and shall not affect the interpretation of this Agreement.

9.3 Non-Assignment.

The Consultant shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

9.4 Independent Contractors.

The Consultant and any Subconsultant employed by the Consultant shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Consultant concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the City concerning the end results of the performance.

9.5 Consultant and Subconsultant Principals for Professional Services.

It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the individuals rendering the services set forth in the Scope of Services. Accordingly, portions of the described service may not be delegated to other members of the team or Subconsultants without prior written consent by the City. It is mutually agreed that Jack L. Abcarius is the principal person responsible for delivery of all Professional Services and may not be removed from the Project without the City's prior written approval. In the event Jack L. Abcarius becomes unavailable for any reason, the City must be consulted as to any replacement. Further, the City reserves the right, after consultation with the Consultant, to require removal of Consultant's employees or agents.

9.6 Covenants and Conditions.

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

9.7 Compliance with Controlling Law.

The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the Consultant shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

9.8 Jurisdiction, Venue, and Attorney's Fees.

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.

9.9 Successors in Interest.

This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

9.10 Integration.

This Agreement and the exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

9.11 Counterparts.

This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

9.12 No Waiver.

No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or of such

covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

9.13 Severability.

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

9.14 Municipal Powers.

Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

9.15 Drafting Ambiguities.

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

9.16 Signing Authority.

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Engineering and Capital Projects Director, pursuant to Resolution No. ~~R-293189~~ authorizing such execution, and by the Consultant.

Dated this day of MAY 30 2000 , 2000.

THE CITY OF SAN DIEGO

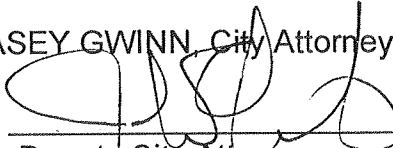
By 
Authorized Representative

I HEREBY CERTIFY I can legally bind T.Y. Lin International and that I have read all of this Agreement, this 18th day of February . 2000.

By 
Authorized Representative

I HEREBY APPROVE the form and legality of the foregoing Agreement this 15th day of JUNE , 2000.

CASEY GWINN, City Attorney

By 
Deputy City Attorney

JM:KK:pev

R-293189

EXHIBITS

Exhibit A - Scope of Services

Exhibit B - Compensation Schedule

Exhibit C - Fee Schedule

Exhibit D - Time Schedule

Exhibit E - City's Equal Opportunity Contracting Program Consultant Requirements

- (1) San Diego Municipal Ordinance No. 18173, Sections 22.2701 through 22.2707.
- (2) Equal Opportunity Agreement
- (3) Work Force Report
- (4) Subconsultants List
- (5) Outreach and Teaming Survey
- (6) Contract Activity Report
- (7) Consultant Certification for a Drug-Free Workplace

ATTACHMENTS

- 1 Consultant Evaluation Form
- 2 Certification of Local Agency
- 3 Certification of Consultant

JM:pev:KPK:kjk

EXHIBIT A

Scope of Services

WEST MISSION BAY DRIVE BRIDGE PROJECT *Phase I only*

I. PROJECT LOCATION & DESCRIPTION

This project is located along West Mission Bay Drive between the Sports Arena Boulevard intersection and the Sea World Drive Interchange. Within these limits, a bridge structure carries West Mission Bay Drive over the San Diego River flood channel.

The existing bridge crosses the river on a tangent alignment with a skew of 45° and has an overall length of 1,296'. The superstructure consists of steel girders with a concrete deck. The substructure consists of concrete wall-type pier supported by timber piles. The bridge carries four lanes of traffic with no shoulders and has narrow sidewalks along each side. The overall width of the bridge deck is 64'. The existing bridge presently constricts traffic on West Mission Bay Drive.

This project proposes to improve West Mission Bay Drive over the bridge to a six-lane primary arterial with 12-foot lanes, 8-foot shoulders, 5-foot sidewalks and a 6-foot center median with a concrete barrier.

II. CONSULTANT DESIGN TEAM

The composition of the consultant design team is as follows:

Firm	Responsibility	Key Personnel and Function	Services
McDaniel Engineering Company	Prime Consultant	Jack Abcarius, Project Manager	Project management, bridge engineering
Rick Engineering Company	Subconsultant	Kai Ramer, Lead Highway Engineer	Highway design, traffic engineering
KEA Environmental	Subconsultant	Ray Hrenko, Lead Environmental Planner	Environmental studies
AGRA Earth & Environmental	Subconsultant	Cliff Craft, Lead Geotechnical Engineer	Geotechnical engineering
Estrada Land Planning	Subconsultant	Steve Estrada, Lead Landscape Architect	Architecture, community outreach

III. DESCRIPTION OF REQUIRED SERVICES

Project design will be performed in three (3) phases. This Contract currently covers all work to be done under Phase I only, which will consist of engineering studies of alternatives for improving West Mission Bay Drive, as described above, along with environmental studies and report. The alternatives to be studied are as follows:

Alternative 1: Preserve the existing bridge by widening the deck equally on both sides, thus, maintaining the centerline of roadway essentially in its present location.

Alternative 2: Remove the existing bridge and replace it with a new structure while maintaining the centerline of the roadway essentially in its present location.

Alternative 3: Remove the existing bridge and replace it with a new structure by shifting the centerline of the roadway to the east.

The assessment of each alternative will include consideration of construction cost, construction time, the cost and benefit of bridge widening versus replacement and public safety and convenience during construction.

To support the engineering studies, Phase I will include preliminary environmental and geotechnical studies. Preliminary environmental evaluations will be made for each alternative to identify impacts to sensitive resources, potential environmental constraints and mitigation needs. Phase I environmental services will include completion of sections A through F of the Preliminary Environmental Study (PES) form, performing technical studies of environmental resources, and preparation of an Initial Study under CEQA.

Geotechnical studies in Phase I will consist of a review of available existing subsurface information and preliminary recommendations for seismic exposure, liquefaction, approximate capacities of existing bridge foundations and general recommendations for new foundation types.

Phase I will culminate with the preparation of a Preliminary Engineering Report which will document the assessment of alternatives, findings, conclusions and recommendations.

Based upon the findings of Phase I, Phase II, which is not included in this Contract, will be done by either the City or the Consultant Team. If the environmental studies show that a Negative Declaration or a Mitigated Negative Declaration is justified, the City will prepare and submit the Report; Otherwise, a full environmental document will have to be prepared by the Consultant Team under a separate Contract.

Following Phase II will be Phase III, which will consist of performing the geotechnical investigations and preparing final plans, specifications, and estimates for the chosen alternative under a subsequent Contract.

A. Phase I Services

Task 1.1 Initial Kickoff Meeting and Field Review

Consultant shall coordinate and conduct an initial kickoff meeting and field review of the project site to be attended, at a minimum, by key personnel of the project team, the City Project Manager and representatives from Caltrans and FHWA. The primary purpose of this effort will be for introductions of the participants, orientation to the project and discussion of expectations of the participants.

Task 1.2 Preliminary Geotechnical Recommendations

- 1.2.1 Review available existing geotechnical data and information. This will not include any subsurface exploration.
- 1.2.2 Prepare a letter report providing an assessment of subsurface conditions, characteristics of earthquakes that might affect the site, the potential for liquefaction, estimates of existing pile supporting capacity, and related geotechnical criteria required for preliminary design.

Task 1.3 Preliminary Environmental Evaluation

- 1.3.1 Review & Research Relevant Literature, Maps, Inventories, and Cultural Resources Record

Estrada+KEA Partnership staff will review relevant literature, maps, and databases to determine the potential for sensitive resources within the project area. In addition, a Cultural Resources Record Search will be initiated through the Centers for California Historical Resources Information System and the Native American Heritage Commission.

1.3.2 Verify Research Findings in the Field (Site Visit)

1.3.3 Complete Sections A and B of the Preliminary Environmental Study (PES) Form

Sections A and B of the PES form will be prepared in accordance with Caltrans and FHWA procedures.

1.3.4 The Consultant Project Manager and Project Engineer will review the Preliminary Environmental Study Report prior to submittal to the agencies in order to ensure consistency and completeness.

Task 1.4 Base Map & Utility Research

1.4.1 Prepare an electronic base map utilizing City-furnished electronic topographic mapping, survey control data, ground surveys and as-built improvement plans.

1.4.2 Research available record data to identify approximate locations of existing utilities and plot them on the base map. This will not include surveying or potholing of utilities.

1.4.3 Research existing City and Caltrans right-of-ways, property lines, and easements and plot them on the base map.

Task 1.5 Bridge Engineering Studies

1.5.1 Develop Alternative 1 Bridge Widening Concept.

1.5.1.1 Develop a structural design concept for widening the existing bridge equally on both sides. Produce a drawing of the widened structure showing plan, elevation and typical section views.

1.5.1.2 Perform seismic demand and capacity analysis for the widened structure to assess the feasibility of preserving the existing bridge. The response spectrum analysis method will be used.

1.5.1.3 Develop seismic retrofit concepts for the existing bridge and review with City staff to determine the most feasible one based on constructibility, traffic impacts and cost.

1.5.1.4 Perform type selection studies for the widening structure considering one steel and one precast concrete girder type. Prepare drawings showing plan, elevation and typical section views for each structural alternative.

1.5.2 Develop Alternative 2 & 3 Bridge Replacement Concepts.

1.5.2.1 Develop structural design concepts for replacing the existing bridge based on Alternatives 2 & 3. Coordinate with the highway engineer on horizontal alignments for each.

1.5.2.3 Perform type selection studies for the replacement structure considering the following superstructure types:

- Cast-in-place, post-tensioned concrete box girder.
- Precast, prestressed concrete I-girder.
- Precast, prestressed concrete Δ -girders.

Alternative substructure types, including wall-type piers, multi-column bents on driven pile footings and multi-column bents on pile shafts will be evaluated.

For each bridge type considered, drawings showing plan, elevation and typical section views will be prepared.

Task 1.6 Roadway Alignment and Design Studies

- 1.6.1 Prepare preliminary roadway geometrics for each alternative. Geometrics will include horizontal and vertical analysis of West Mission Bay Drive and the I-8 freeway ramps as necessary.
- 1.6.2 Prepare preliminary traffic striping, signing, signal, and lighting layouts for each alternative.
- 1.6.3 Prepare stage construction/traffic control concepts for each alternative. City-furnished traffic counts for existing and future demands will be used to analyze capacity needs during construction stages and ultimate lane configurations at intersections. Also included will be an evaluation and analysis of bicycle and pedestrian access/handling both during construction and in the completed state.
- 1.6.3 Perform preliminary analysis of grading impacts and drainage needs for each alternative. Drainage analysis will consist of preliminary layout of inlets or relocations for feasibility and cost purposes based upon engineering judgement. Detailed hydraulic and hydrology calculations will be deferred until the final design phase for the chosen alternative.
- 1.6.4 Prepare a preliminary analysis of utility relocation and/or replacement needs for each alternative.

Task 1.7 Environmental Studies and Technical Reports

- 1.7.1 Complete the Preliminary Environmental Study form (Sections C through F)
- 1.7.2 Prepare an Initial Study under CEQA in accordance with the City's procedures. This study will determine the environmental documentation requirements for the project under CEQA.
- 1.7.3 Complete the required technical studies and prepare the necessary technical reports. This will help determine whether these studies support a Categorical Exclusion or not. If so, the Consultant will prepare and sign the CE for the City to forward to the Caltrans District 11 Local Assistance Engineer for review and processing to FHWA.

Task 1.8 Construction Cost Estimates & Working Day Schedules

- 1.8.1 Perform quantity take-offs and prepare opinions of probable construction cost for each alternative separated into bridge and roadway items.
- 1.8.2 Identify additional right-of-way required for construction of each alternative. Right-of-way costs will be estimated by the City.
- 1.8.3 Prepare an estimate of environmental mitigation costs for each alternative.
- 1.8.4 Prepare an estimate of working days required for construction of each alternative.

Task 1.9 Draft Preliminary Engineering Report

The studies conducted during Phase I will be documented in report form. The report will contain an executive summary, a discussion of existing conditions, a discussion of the need and justification for the project, a discussion of alternatives considered, cost/benefit analysis, environmental clearance requirements, conclusions and recommendations. The report will contain exhibits including roadway layouts, bridge type study drawings, construction and traffic staging drawings and itemized cost estimate sheets for each alternative.

Task 1.10 Final Preliminary Engineering Report

Following review by the City, Caltrans and FHWA, the Preliminary Engineering Report will be finalized and resubmitted.

Task 1.11 Project Management, Meetings, and Coordination

- 1.11.1.1 Consultant shall coordinate with other involved agencies for compatible design and phasing of construction with existing conditions. The following agencies will be involved:
 - City of San Diego
 - Federal Highway Administration
 - Caltrans
- 1.11.1.2 Supervise, coordinate and monitor design for conformance with design criteria and standards.
- 1.11.1.3 Maintain project files.
- 1.11.1.4 Prepare, monitor and maintain a project schedule.
- 1.11.1.5 Prepare monthly progress reports and invoices in a form acceptable to the City Project Manager.
- 1.11.1.6 Prepare, circulate and file correspondence, memos and phone logs as appropriate.
- 1.11.2 Meetings - Consultant shall prepare agendas and minutes for meetings in a format acceptable to the City Project Manager.

- 1.11.3 Consultant shall coordinate and conduct and initial field review/kickoff meeting as described under Task 1.1.
- 1.11.4 Consultant shall conduct monthly project team meetings to monitor and maintain work progress, discuss schedule and related issues, exchange vital information and resolve issues. A total of six team meetings are anticipated.
- 1.11.5 Consultant shall attend other meetings for design reviews, design coordination, information exchange, or other purposes as may be necessary to accomplish the project.

IV. CITY'S RESPONSIBILITIES

- A. All questions of project definition and scope shall be answered in a timely manner when requested by the Consultant.
- B. City shall provide all land surveying required for Phase I.
- C. City shall provide the most current electronic topographic mapping for the project area, along with applicable survey control data and ground survey data.
- D. City shall furnish existing and projected traffic counts for this project.
- E. City shall furnish Consultant with all existing City records pertinent to the project.
- F. City shall review and return with comments all report submittals.
- G. City shall perform any required estimates of right-of-way costs.

WEST MISSION BAY DRIVE BRIDGE

EXHIBIT "B"

SUMMARY OF HOURS BY TASK AND BY FIRM

<i>TASK DESCRIPTION and FIRM</i>	<i>HOURS</i>	<i>COST</i>	<i>ODC'S</i>
PHASE I			
TASK 1.1 - INITIAL KICKOFF MTG. & FIELD REVIEW			
McDaniel Engineering Company	16	\$1,964	\$100.30
Estrada + KEA Partnership	4	\$378	\$180.00
AGRA Earth and Environmental	4	\$531	
Rick Engineering Company	4	\$389	\$250.00
TASK 1.2 - PRELIMINARY GEOTECHNICAL REPORT			
McDaniel Engineering Company	8	\$982	
AGRA Earth and Environmental	19	\$2,322	\$50.00
TASK - 1.3 PRELIMINARY ENVIRONMENTAL EVALUATION			
McDaniel Engineering Company	16	\$1,964	
Estrada + KEA Partnership	154	\$11,239	\$120.00
TASK 1.4 - BASE MAP & UTILITY RESEARCH			
Rick Engineering Company	94	\$5,960	\$1,000.00
TASK 1.5 - BRIDGE ENGINEERING STUDIES			
McDaniel Engineering Company	644	\$64,466	\$500.00
TASK 1.6 - ROADWAY ALIGNMENT & DESIGN STUDIES			
Rick Engineering Company	879	\$60,969	\$2,000.00
TASK 1.7 - ENVIRONMENTAL STUDIES AND TECH. REPORTS			
Estrada + KEA Partnership	976	\$72,077	\$5,887.00
TASK 1.8 - CONSTRUCTION COST ESTIMATES & SCHEDULES			
McDaniel Engineering Company	100	\$9,392	
TASK 1.9 - DRAFT PRELIMINARY ENGINEERING REPORT			
McDaniel Engineering Company	80	\$7,968	\$50.00
TASK 1.10 - FINAL PRELIMINARY ENGINEERING REPORT			
McDaniel Engineering Company	52	\$5,399	\$50.00
TASK 1.11 - PROJECT MANAGEMENT, MTGS. & COORD.			
McDaniel Engineering Company	256	\$36,837	\$100.00
Estrada + KEA Partnership	214	\$17,151	
Rick Engineering Company	34	\$3,094	\$250.00
Phase I Grand Total Hours & \$=	3554	\$303,082	\$10,537.30

Phase I & IIA Totals by Firm

McDaniel Engineering Company	\$130,000
Estrada + KEA Partnership	\$107,000
AGRA Earth and Environmental	\$3,000
Rick Engineering Company	\$74,000

GRAND TOTAL DOLLARS = \$314,000

Person-Hour Worksheet

FIRM:		T.Y. Lin International (Prime Consultant)		SCOPE OF WORK:		Prime / Bridge Design		REVISION:		No. 1	
PROJECT:		West Mission Bay Drive Bridge		DATE:		11/11/1998		MILESTONE/PHASE:		PS&E	
Task No.	TASK ACTIVITY	Principal-In-Charge	Project Manager	Senior Br. Engineer	Associate Br. Engineer	Assistant Br. Engineer	CADD Technician	Clerical			Total Hours
Phase I											
1.1	Initial Kick-off Meeting and Field Review		8	8							16
1.2	Preliminary Geotechnical Report		4	4							8
1.3	Preliminary Environmental Evaluation		8	8							16
	1.3.1 Literature Review										
	1.3.2 Site Visit										
	1.3.3 PES form - Sections A & B										
1.4	Base Map & Utility Research										
1.5	Bridge Engineering Studies										
	1.5.1 Develop Alternative 1 - Widening Concepts		36	360							396
	1.5.2 Develop Alt. 2 & 3 - Replacement Concepts		12	148			80	8			248
1.6	Roadway Alignment & Design Studies										
1.7	Environmental Studies and Technical Reports										
	1.7.1 PES form - Sections C through F										
	1.7.2 CEQA Initial Study										
	1.7.3 Technical Studies and Reports										
1.8	Construction Cost Estimates & Schedules		12	48			40				100
1.9	Draft Preliminary Engineering Report		12	56				12			80
1.10	Final Preliminary Engineering Report		8	40				4			52
1.11	Project Management, Meetings & Coord.		256								256
ALL	TOTALS		356	672			120	24			1172

Person-Hour Worksheet

FIRM:		SCOPE OF WORK:		DATE: #####		REVISION:										
Estrada & KEA Partnership		Subconsultant / Environmental		MILESTONE/PHASE:		PS&E										
PROJECT:		TASK ACTIVITY		Project Manager	Wetlands Specialist	Landscape Architect	Biologist	Environment Engineer	Environment Planner	Social Economist	Archaeologist	Technical Editor	Word Processing	Graphics	Clerical	Total Hours
Phase I & IIA																
1.1	Initial Kick-off Meeting and Field Review	4														4
1.2	Preliminary Geotechnical Report															
1.3	Preliminary Environmental Evaluation															
	1.3.1 Literature Review	6	6				6	4	6		8					36
	1.3.2 Site Visit	4	2				16		4		8					34
	1.3.3 PES form - Sections A & B	12	12			2	16	2	10	2	12	2	8	4	2	84
1.4	Base Map & Utility Research															
1.5	Bridge Engineering Studies															
	1.5.1 Develop Alternative 1 - Widening Concepts															
	1.5.2 Develop Alt. 2 & 3 - Replacement Concepts															
1.6	Roadway Alignment & Design Studies															
1.7	Environmental Studies and Technical Reports															
	1.7.1 PES form - Sections C through F	12	8			6	6	12	12	4	8	6	8	6	2	90
	1.7.2 CEQA Initial Study	8	2			2	2	6	16	2	2	4	6		2	52
	1.7.3 Technical Studies and Reports	68	102			76	98	156	76	52	86	28	56	26	10	834
1.8	Construction Cost Estimates & Schedules															
1.9	Draft Preliminary Engineering Report															
1.10	Final Preliminary Engineering Report															
1.11	Project Management, Meetings & Coord.	52	74				42	12		4	30					214
ALL	TOTALS	166	206	86	186	192	124	64	154	40	78	36	16			1348

Person-Hour Worksheet

FIRM:		SCOPE OF WORK:		Subconsultant / Geotechnical							DATE: 11/11/1998		REVISION:		
AGRA Earth & Environmental											No. 1				
PROJECT:		West Mission Bay Drive Bridge													
Task No.		TASK ACTIVITY		Principal Engineer	Supervising Engineer	Senior Geologist	Project Geologist	Staff Engr. / Geologist	Sr. Word Processor	Drafter	Driller	PS&E			Total Hours
Phase I															
1.1	Initial Kick-off Meeting and Field Review		4											4	
1.2	Preliminary Geotechnical Report	12	1					4	2					19	
1.3	Preliminary Environmental Evaluation														
	1.3.1 Literature Review														
	1.3.2 Site Visit														
	1.3.3 PES form - Sections A & B														
1.4	Base Map & Utility Research														
1.5	Bridge Engineering Studies														
	1.5.1 Develop Alternative 1 - Widening Concepts														
	1.5.2 Develop Alt. 2 & 3 - Replacement Concepts														
1.6	Roadway Alignment & Design Studies														
1.7	Environmental Studies and Technical Reports														
	1.7.1 PES form - Sections C through F														
	1.7.2 CEQA Initial Study														
	1.7.3 Technical Studies and Reports														
1.8	Construction Cost Estimates & Schedules														
1.9	Draft Preliminary Engineering Report														
1.10	Final Preliminary Engineering Report														
1.11	Project Management, Meetings & Coord.														
TOTALS		12	5					4	2					23	

Person-Hour Worksheet

FIRM:		SCOPE OF WORK:		DATE:		REVISION:	
Rick Engineering Company		Subconsultant / Civil		11/11/1998		No. 1	
PROJECT:				MILESTONE/PHASE:		PS&E	
West Mission Bay Drive Bridge							
Task No.	TASK ACTIVITY	Project Manager	Project Engineer	Design Engineer	Drafting Technician		Total Hours
Phase I							
1.1	Initial Kick-off Meeting and Field Review	4					4
1.2	Preliminary Geotechnical Report						
1.3	Preliminary Environmental Evaluation						
	1.3.1 Literature Review						
	1.3.2 Site Visit						
	1.3.3 PES form - Sections A & B						
1.4	Base Map & Utility Research	4	24	32	34		94
1.5	Bridge Engineering Studies						
	1.5.1 Develop Alternative 1 - Widening Concepts						
	1.5.2 Develop Alt. 2 & 3 - Replacement Concepts						
1.6	Roadway Alignment & Design Studies	79	400	220	180		879
1.7	Environmental Studies and Technical Reports						
	1.7.1 PES form - Sections C through F						
	1.7.2 CEQA Initial Study						
	1.7.3 Technical Studies and Reports						
1.8	Construction Cost Estimates & Schedules						
1.9	Draft Preliminary Engineering Report						
1.10	Final Preliminary Engineering Report						
1.11	Project Management, Meetings & Coord.	24	10				34
TOTALS							
ALL		111	434	252	214		1011

EXHIBIT C

FEE SCHEDULE

Firm	Classification	Hourly Rate
T.Y. Lin International	Principal Bridge Engineer	\$145.00
	Senior Bridge Engineer	\$110.00
	Associate Bridge Engineer	\$95.00
	Assistant Bridge Engineer	\$80.00
	Senior Bridge Drafter	\$80.00
	Bridge Drafter	\$70.00
	Administrative Staff	\$50.00
Estrada + KEA Partnership	Principal	\$125.00
	Project Manager	\$110.00
	Landscape Architect	\$110.00
	Environmental Engineer	\$110.00
	Social-Economist	\$130.00
	Wetlands Specialist/Archaeologist/Biologist	\$90.00
	Environmental Planner	\$80.00
	Technical Editor	\$60.00
	Word Processor	\$50.00
	Clerical	\$40.00
AGRA Earth and Environmental	Principal Engineer	\$139.00
	Supervising Engineer	\$129.00
	Senior Engineer	\$119.00
	Senior Project Engineer	\$108.00
	Project Engineer	\$98.00
	Senior Staff Engineer	\$94.00
	Staff Engineer	\$83.00
	Senior Laboratory Technician	\$75.00
	Senior Field Technician I	\$72.00
	Field Technician I	\$52.00
	Geotechnical Drafter	\$60.00
	Word Processor	\$60.00
Rick Engineering Company	Principal	\$110.00
	Associate/Manager	\$108.00
	Principal Project Engineer/Manager	\$98.00
	Associate Project Engineer/Manager	\$92.00
	Assistant Project Engineer/Manager	\$84.00
	Principal Engineering Designer	\$75.00
	Associate Engineering Designer	\$70.00
	Assistant Engineering Designer	\$65.00
	Associate Engineering Drafter	\$60.00
	Assistant Engineering Drafter	\$55.00
	Associate Project Administrator	\$49.00

Other Direct Costs

Vehicle Mileage: \$0.35 per mile

Outside Copying & Reproduction: Cost + 10%

Delivery and Overnight Shipping: Cost +10%

EXHIBIT "D"

TIME SCHEDULE

The following schedule is an estimate of time required for completion of the tasks under Phase I:

<i>Task</i>	<i>Duration</i>
Phase I	
Field Review/Kickoff Meeting	2 weeks from ATP
Preliminary Materials & Foundation Report	1 week
Preliminary Environmental Evaluation (Sec A & B)	10 weeks
Base Map and Utility Research	3 weeks
Bridge Engineering Studies	11 weeks
Prelim. Roadway Alignment and Design Studies	3 weeks
Environmental Studies and Technical Reports	19 weeks
Construction Cost Estimates & Work Day Schedules	1 week
Draft Preliminary Engineering Report	2 weeks
Final Preliminary Engineering Report	2 weeks
Project Management, Meetings, and Coordination	12 months

ATP: Authorization to Proceed from City Project Manager

**EQUAL OPPORTUNITY CONTRACTING PROGRAM [EOCP]
CONSULTANT REQUIREMENTS**

CONTENTS:

A	City's Equal Opportunity Commitment
B	Equal Opportunity Agreement
C	Consultant Work Force
D	Equal Employment Opportunity Plan
E	Listing of Subconsultants
F	Subconsultant Participation Level
G	Definitions
H	Certification
I	Contract Activity Reports

- A. The City of San Diego is strongly committed to equal opportunity in solicitation of professional service consultants. The City encourages prime consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer consulting opportunities to all eligible subconsultants.

Consultant shall comply with requirements of San Diego Ordinance No. 18173, Section 27.2701 through 22.2708, Equal Employment Opportunity Outreach Program [see Attachment 1].

- B. All proposers shall sign, submit with proposal package, and agree to be bound by the *Equal Opportunity Agreement* [see Attachment 2].

C. Consultant Work Force

3. Prior to award of contract, successful proposer must submit to the City's EOCP office a *Work Force Report* [see Attachment 3] or an *Equal Employment Opportunity [EEO] Plan*.
4. If under representations are noted in the *Work Force Report* when compared to County Labor Force Availability data, Consultant will be requested by EOCP staff to submit an *Equal Employment Opportunity Plan*.

D. An acceptable *Equal Employment Opportunity Plan* must include at least the following assurances that:

1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the contractor's employees are assigned to work;
2. A responsible official is designated to monitor all employment related activity to ensure the company EEO Policy is being carried out and to submit reports relating to EEO provisions;
3. The Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
4. The Consultant reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
5. The Consultant discusses its EEO Policy Statement with subconsultants with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from subconsultants, consultant associations and other business associations;
7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
8. The Consultant disseminates its EEO Policy to union and community organizations;
9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;

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

E. Listing of Subconsultants

1. Proposer shall submit a *Subconsultants List* [see Attachment 4] indicating Scope of Services, percentage of contract, dollar amount of contract, certification status, and where certified.
2. Subconsultants and vendors must be named on the *Subconsultants List* if they receive more than \$10,000 or more than one-half of one percent [.5%], whichever amount is less.
3. Proposer shall also submit subconsultant commitment letters on subconsultant letterhead, no more than one page each, from all proposed subconsultants to acknowledge their commitment to the team, Scope of Services, and percent of participation in the project.

F. Subconsultant Participation Level

1. Projects valued at \$25,000 or more have a voluntary subconsultant participation level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise [MBE], Women Business Enterprise [WBE], Disadvantaged Business Enterprise [DBE], Disabled Veteran Business Enterprise [DVBE], or Other Business Enterprise [OBE] level.

2. Attainment of the 15% subconsultant participation level goal is strongly encouraged but strictly voluntary.
3. If the subcontractor participation level goal of 15% is not achieved, proposer is required to complete an *Outreach and Teaming Survey* [see Attachment 5] and submit it to: ---

City of San Diego Equal Opportunity Contracting Program [EOCP]

1010 Second Avenue, Fifth Floor

San Diego, CA 92101

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

The *Outreach and Teaming Survey* is due to EOCP five working days from date of notification of selection and must be received prior to award of contract. Survey information will be used by EOCP staff to assist consultants with achieving subconsultant participation level goals on future City contracts.

G. Definitions

1. Certified **"Minority Business Enterprise" [MBE]** means a business which is at least fifty-one percent [51%] owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent [51%] of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.
2. Certified **"Women Business Enterprise" [WBE]** means a business which is at least fifty-one percent [51%] owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent [51%] of the stock must be owned by, and the business operated by, one or more women.
3. Certified **"Disadvantaged Business Enterprise" [DBE]** means a business which is at least fifty-one percent [51%] owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent [51%] of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.
4. Certified **"Disabled Veteran Business Enterprise" [DVBE]** means a business which is at least fifty-one percent [51%] owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies).

5. "Other Business Enterprise" [OBE] means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

H. Certification

1. The City of San Diego is a signatory to a Memorandum of Understanding [MOU] with the California Department of Transportation [CALTRANS], and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:
 - a. Current certification by the City of San Diego as MBE, WBE, or DBE;
 - b. Current certification by the State of California Department of Transportation [CALTRANS] as MBE, WBE or DBE;
 - c. Current *interim certification* as MBE, WBE or DBE by any member agency of the San Diego Joint Agency Contracting Opportunities Task Force [JACO: County of San Diego, San Diego Unified Port District, San Diego County Water Authority, San Diego City Schools, San Diego Association of Governments, Metropolitan Transit Development Board, or the City of San Diego]; or
 - d. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.
2. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business, (916) 322-5060.
- I. To permit monitoring of compliance, successful proposer shall submit to EOCP *Contract Activity Reports* [see Attachment 6] reflecting work performed by subconsultants.

ATTACHMENTS:

- 1 San Diego Municipal Ordinance No. 18173, Section 22.701 through 22.2708
- 2 *Equal Opportunity Agreement*
- 3 *Work Force Report*
- 4 *Subconsultants List*
- 5 *Outreach and Teaming Survey*
- 6 *Contract Activity Report*

**DIVISION 27
EQUAL EMPLOYMENT OPPORTUNITY
OUTREACH PROGRAM**

§ 22.2701 Purpose and Intent

The overall objective of the City's Equal Employment Opportunity ("EEO") Program is to ensure that contractors doing business with or receiving funds from the City will not engage in unlawful discriminatory employment practices prohibited by State or Federal law. Such employment practices include, but are not limited to, the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

§ 22.2702 Definitions

Unless stated otherwise, the following definitions apply to this Division:

"City" means The City of San Diego and those agencies, boards, commissions and corporations authorized to act on behalf of, or as an agent for, the City of San Diego.

"Contract" means an agreement to provide labor, materials, supplies or services in the performance of a contract, franchise, concession or lease granted, let or awarded by or on behalf of the City.

"Contractor" means any person, firm, partnership, corporation, or combination thereof, who is selected to enter into, or actually enters into a contract with department heads and officers empowered by law to enter into contracts on behalf of the City for public works or improvements to be performed, or for a franchise, concession or lease of property, or for goods, services or supplies to be purchased, at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of, or collected by, the City.

"Equal Employment Opportunity Plan" means a document prepared by a contractor in accordance with a form and format supplied by the City which describes the contractor's plan of action.

"Gender" means the character of being male or female.

"Program Manager" means the Program Manager for the City's Equal Opportunity Contracting Program or his or her designee.

"Work Force Analysis" means a comparison of a contractor's Work Force Report with applicable County Labor Force Availability data.

"Work Force Report" means a report, in a format supplied by the City but compiled by the contractor, of the contractor's total work force which indicates the number of males and females in each identified ethnic group by occupational category.

§ 22.2703 Scope

Except as provided in Section 22.2704, this Division applies to all contractors except:

(a) Contractors and subcontractors who do less than a total of \$10,000 worth of business with the City during the preceding twelve (12) months or who have less than a total of fifteen (15) employees, except that contractors exempted by this Subsection shall be subject to audits pursuant to Section 22.2707 to determine if unlawful discriminatory employment practices are occurring.

(b) Contracts to which any city (other than The City of San Diego), county, district or other political subdivision, or any joint powers authority created under authority of law, or other public entity, or any other group or combination of the foregoing acting as a unit, is a party.

(c) Nonprofit charitable, educational, or religious associations or corporations, as evidenced by records on file with the City to be compiled for purposes of this Division in accordance with procedures established by the City Manager.

(d) Emergency contracts, if a written partial or full waiver is granted by the City Manager except that contractors exempted by this Subsection shall be subject to audits pursuant to Section 22.2707 to determine if unlawful discriminatory employment practices are

occurring. The City Manager may grant a partial or full waiver from the requirements of this Division for an emergency contract only to the limited extent necessary in order to expedite the award of such contract. For purposes of this Section, the term "emergency" has the same meaning as in San Diego City Charter, Section 94.

§ 22.2704 Mandatory Nondiscrimination Contract Clause

Notwithstanding the provisions of Section 22.2703, every contract shall contain a nondiscrimination clause which shall read as follows:

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime contractors shall ensure that their subcontractors comply with this Program. Nothing in this Section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

§ 22.2705 Duty to Submit Reports

(a) If a contract is competitively solicited, after the lowest responsible bidder has been determined and prior to the execution of the contract, the apparent low bidder shall submit to the Equal Opportunity Contracting Program a Work Force Report, on a City form, or an Equal Employment Opportunity Plan approved by the Program Manager.

If a contract is not competitively solicited, the contractor shall submit to the Equal Opportunity Contracting Program a Work Force Report or an Equal Employment Opportunity Plan approved by the Program Manager prior to tendering the signed contract documents to the City for signature.

(b) Staff will conduct a work force analysis on all Work Force Report submittals to determine whether or not an Equal Employment Opportunity Plan is required. If an Equal Employment Opportunity Plan is required, the contractor will submit a Plan for approval by the Program Manager.

(c) Any Equal Employment Opportunity Plan approved by the City shall not include quotas, goals or timetables for increasing women and minority employment and will not require terminating or laying off existing employees.

(d) If the apparent low bidder or contractor does not submit either a Work Force Report or Equal Employment Opportunity Plan as required by this Section, for purposes of awarding the contract only, the City Manager will ensure an administrative hearing is conducted by an independent hearing officer to determine if the contract should be awarded in accordance with City, State, and Federal law.

§ 22.2706 Duty to Comply with Equal Employment Opportunity Plan

A contractor for whom an Equal Employment Opportunity Plan has been approved by the City shall use best efforts to comply with that Equal Employment Opportunity Plan.

§ 22.2707 Reviews

(a) The Program Manager shall conduct periodic reviews of contractors to ensure that unlawful discrimination is not being practiced and Equal Employment Opportunity Plans are implemented.

(b) If the City Manager determines, after review, that the contractor has not implemented their Equal Employment Opportunity Plan and/or practices unlawful discrimination and corrective action has not occurred by the contractor after sufficient notice, the City Manager may recommend termination of the contract and debarment to the City Council.

EQUAL OPPORTUNITY AGREEMENT

NON-DISCRIMINATION CLAUSE: Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall ensure that its subcontractors comply with the City of San Diego's Equal Employment Opportunity Program.

EQUAL EMPLOYMENT OPPORTUNITY (EEO): Contractor has received, read, understands and agrees to be bound by the City of San Diego *Municipal Code*, Chapter II, Article 2, Division 27 (Equal Employment Opportunity Program) provided with the proposal package.

Contractor has submitted either a *Work Force Report* or an *Equal Employment Opportunity Plan* as required by Section 22.2705 of the City of San Diego *Municipal Code*.

City and Contractor agree that compliance with EEO provisions will be implemented, monitored, and reviewed by the City's Equal Opportunity Contracting Program (EOCP) staff.

EQUAL OPPORTUNITY CONTRACTING: Contractor has received, read, understands and agrees to be bound by the Equal Opportunity Contracting Program requirements described in the proposal package.

If requested, Contractor shall submit the *Outreach and Teaming Survey*. Contractor agrees to provide updated reports as requested by the City.

Contractor agrees to insert equal opportunity compliance language in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

Project Name: West Mission Bay Drive Bridge
over the San Diego River

Bid No.: _____

Company Name: T.Y. Lin International

Date: August 26, 1999



Authorized Signature

Mark Ashley

Print Authorized Signature Name

EQUAL OPPORTUNITY CONTRACTING PROGRAM

1010 SECOND AVENUE · SUITE 500 · SAN DIEGO, CA 92101

(619) 533-4464 · FAX: 533-4474

WORK FORCE REPORT

The objective of the Equal Employment Opportunity Program is to ensure that contractors doing business with the City, or receiving funds from the City, will not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: T.Y. Lin International

AKA/DBA: T.Y. Lin International ■ McDaniel

Address (Corporate Headquarters, where applicable): 825 Battery Street

City San Francisco

County San Francisco

State California

Zip 94111

Telephone Number: (415) 291-3700

FAX Number: (415) 433-0807

Name of Company CEO: William Kallas

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

Address: 5030 Camino De La Siesta, Suite 204

San Diego

California

92108

City

County

State

Zip

Telephone Number: (619) 692-1920

FAX Number: (619) 692-0634

Type of Business: Consulting Engineering Firm

Type of License: Business - 95 3328661 (federal)

The Company has appointed: Irene Minabe

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 825 Battery Street, San Francisco, California 94111

Telephone Number: (415) 291-3700

FAX Number: (415) 433-0807

For Firm's: ☒ San Diego Work Force and/or ☐ Managing Office Work Force

I, the undersigned representative of

T.Y. Lin International

San Diego

California

hereby certify that information provided herein is true and correct. This document was executed on this day of August 26, 1999.

(Authorized Signature)

Mark Ashley

(Print Authorized Signature Name)

NAME OF FIRM: T.Y. Lin International

DATE: August 26, 1999

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force.

Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) African-American, Black | (5) Filipino |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Caucasian |
| (3) Asian, Pacific Islander | (7) Other Ethnicities; not falling into other groups |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial											1			
Professional Specialty														
Engineers/Architects			1			1					7	2		
Technicians and Related Support									3		2			
Sales														
Administrative Support/Clerical					1	1						2		
Services														
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving														
Handlers, Equipment Cleaners, Helpers and Nonconstruction Laborers*														

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

TOTALS EACH COLUMN			1		1	2			3		10	4		
--------------------	--	--	---	--	---	---	--	--	---	--	----	---	--	--

GRAND TOTAL ALL EMPLOYEES			21											
---------------------------	--	--	----	--	--	--	--	--	--	--	--	--	--	--

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														

SUBCONSULTANTS LIST

ATTACHMENT (4)

INFORMATION REGARDING SUBCONSULTANTS PARTICIPATION:

Proposal shall include name and complete address of all Subconsultants who will receive more than one-half of one percent (0.5%) of the contract amount or in excess of \$10,000.

Subconsultants shall be used for Scope of Services listed. No changes to this Subconsultants List will be allowed without prior written City approval.

Proposer shall also submit subconsultant commitment letters on subconsultant letterhead, no more than one page each, from subconsultants listed below to acknowledge their commitment to the team, Scope of Services, and percent of participation in the project.

NAME AND ADDRESS SUBCONSULTANTS AND VENDORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	① MBE/ WBE/DBE/ DVBE/OBE	② WHERE CERTIFIED
Estrada & KEA Partnership	Landscape / Environmental	33.0%	\$104,063	MBE /DBE	City
AGRA Earth & Environmental	Geotechnical Engineering	0.8%	\$2,658	OBE	N/A
Rick Engineering Company	Civil Engineering	27.1%	\$85,538	OBE	N/A

① For information only. As appropriate, Proposer shall identify Subconsultants as:

Certified Minority Business Enterprise	MBE
Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE
Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE

② For information only. As appropriate, Proposer shall indicate if Subconsultant is certified by:

City of San Diego	CITY
State of California Department of Transportation	CALTRANS
San Diego Joint Agencies Contracting Opportunity Task Force	JACO

(Revised 2/98)

(Revised 2/98)

OUTREACH AND TEAMING SURVEY
CONSULTANTS

Prime: _____

Project Title: _____

Original Contract: ☒ Yes ☐ No Amendment No: _____ Change Order No: _____

Job Order No: _____ Bid No: _____

Submit this *Outreach and Teaming Survey* within five (5) working days after date of notification of your firm's selection and return to:

City of San Diego, Equal Opportunity Contracting Program (EOCP)

1010 Second Avenue, Suite 500

San Diego, CA 92101

FAX: (619) 533-4474

The City of San Diego encourages subconsulting activity at levels reflecting the diversity of the City's population. Information from this survey will be used by EOCP staff to monitor successful outreach and teaming strategies used by consultants to ensure non-discrimination on City projects. Levels of participation shall not impact a consultant's ability to receive this contract or submit proposals for future contracts.

Please respond to the following questions (if necessary, attach additional pages):

1. Did your firm identify a need to utilize subconsultants on this project? If so, which specific scopes of work were targeted for subconsulting?

Yes. Civil / roadway engineering, geotechnical engineering, hydraulic reports, traffic engineering, landscape architecture.

2. Describe your firm's overall strategy to outreach and team on this project. Did you negotiate? Did you invite bids? Did you make the project plans and specifications available?

This is a professional design services contract. There were no plans available at time of selection and inviting bids and negotiation was not appropriate.

Subconsultants were selected based on qualifications and demonstrated ability to deliver quality instruments of service.

OUTREACH AND TEAMING SURVEY (continued)

3. If you invited sub-bids, identify each of the sub-bidders by scope of work and their bid amounts. How much time were sub-bidders given to respond?

No bids were invited – this is a design contract.

4. Did your firm advertise the subconsulting opportunities of this project in any publication? Which publications? What dates? Attach copies of published ads. What other outreach efforts did you employ?

No advertising was done. Outreach was done by direct communication.

5. Did you use any type of directory or database to identify potential subconsultants? If so, which ones?

There was no need for this. Candidate firms were already known.

This survey will be submitted as part of the contract award evaluation package to the San Diego City Council. Failure to complete, sign and submit this form or a facsimile within the five (5) day period after date of notification may result in a loss of the contract based upon non-responsiveness.

As an authorized officer of this company, I certify that information contained in this report is true and accurate to the best of my knowledge.

Company Name: T.Y. Lin International

Name: Mark Ashley

Title: Senior Vice President

Date: August 26, 1999

Signature: 

****FOR OFFICIAL USE****

(To Be Completed By City Staff Only)

Total: \$ _____ M/W/DBE: \$ _____ % DVBE: \$ _____ % OBE: \$ _____ %

ATTACHMENT (6)

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

PROJECT: _____

PRIME CONSULTANT: _____

CONTRACT AMOUNT: _____ INVOICE PERIOD: _____ DATE: _____

4. Include Additional Services Not-To-Exceed Amount.

[illegible]

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: West Mission Bay Drive Bridge over the San Diego
River – Feasibility Study

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

Name under which business is conducted

T.Y. Lin International

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

Signed 

Printed Name Mark Ashley

Title Senior Vice President

Date August 26, 1999

CITY OF SAN DIEGO
Consultant Performance Evaluation

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

1. PROJECT DATA

a. Project (title, location and CIP No.) _____

b. Brief Description: _____

c. Budgeted Cost: \$ _____

2. CONSULTANT DATA

2a. Name and address of Consultant _____

2a. Consultant's Project Manager: _____

Phone () _____

3. CITY DEPARTMENT RESPONSIBLE

3a. Department (include division) _____

3b. Project Manager (address & phone) _____

4. CONTRACT DATA (DESIGN AND CONSTRUCTION)

4. Design

4a. Agreement date: _____ Resolution # _____ \$ _____

4b. Amendments \$ _____ / # _____ (city) \$ _____ / # _____ (consultant)

4c. Total Agreement (4a. & 4b.) \$ _____

4d. Type of Work (design, study, etc.)	4e. Key Contract Completion Dates:					
	_____ %	_____ %	_____ %	_____ %	_____ %	100 %
	Agreement	_____	_____	_____	_____	_____
	Delivery	_____	_____	_____	_____	_____
	Acceptance	_____	_____	_____	_____	_____

5. Construction

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

5b. Superintendent _____

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

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

	Excellent	Satisfactory	Poor
3a. Plans/specification accuracy	_____	_____	_____
Consistency with budget	_____	_____	_____
Responsiveness to City Staff	_____	_____	_____
3b. Overall Rating _____			

7. AUTHORIZING SIGNATURES

7a. Project Manager _____ Date _____

7b. Deputy Director _____ Date _____

Section II

SPECIFIC RATINGS

PLANS/SPECIFICATION ACCURACY	EXCELLENT	SATISFACTORY	POOR	N/A	RESPONSIVENESS TO STAFF	EXCELLENT	SATISFACTORY	POOR	N/A
Plans/Specification clear and precise					Timely Responses				
Plans/Specs Coordination					Attitude toward Client and review bodies				
Plans/Specs properly formatted					Follows direction and chain of responsibility				
Code Requirements covered					Work product delivered on time				
Adhered to City Standard Drawings/Specs					Timeliness in notifying City of major problems				
Drawings reflect existing conditions					Resolution of field problems				
As-Built Drawings					CONSISTENCY WITH BUDGET	EXCELLENT	SATISFACTORY	POOR	N/A
Quality Design					Reasonable Agreement negotiation				
Change Orders due to design deficiencies are minimized					Adherence to fee schedule				
					Adherence to project budget				
					Value Engineering Analysis				

Section III

SUPPLEMENTAL INFORMATION

Please ensure to attach additional documentation as needed.

Item _____: _____

Item _____: _____

Item _____: _____

Item _____: _____

Item _____: _____

Item _____: _____

(*Supporting documentation attached yes _____ no _____)

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Project Manager of the Local Agency of City of San Diego, and that the consulting firm of T.Y. Lin International or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

(a) employ, retain, agree to employ or retain, any firm or persons; or

(b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate to be furnished to the California Department of Transportation (CALTRANS) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

February 25, 2000

(Date)



(Signature)

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Senior Vice President and duly authorized representative of the firm of T.Y. Lin International, whose address is 5030 Camino De La Siesta, Suite 204, San Diego, CA 92108, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:


(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement; nor

(b) agree, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement.

I acknowledge that this Certificate is to be furnished to the California Department of Transportation (CALTRANS) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

August 26, 1999
(Date)


(Signature)

RESOLUTION NUMBER R- 296990

ADOPTED ON SEP 03 2002

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and is hereby authorized and empowered to execute, for and on behalf of said City, the First Amendment to the Agreement with TY Lin International McDaniel [Agreement] for professional engineering services relating to the West Mission Bay Drive Bridge, under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR- 296990.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$106,430 from Fund No. 30300, CIP No. 52.643.0, is hereby authorized, solely and exclusively for the purpose of providing funds for the above project.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is hereby authorized, upon advice from the administering department, to transfer excess funds, if any to the appropriate reserves.

APPROVED: CASEY GWINN, City Attorney

By


Susan V. Cola
Deputy City Attorney

SYC:ms
08/19/02
Aud.Cert: N/A
Or.Dept: E&CP
R-2003-286
Form=auagr.frm

Passed and adopted by the Council of San Diego on September 3, 2002, by the following vote:

**YEAS: PETERS, WEAR, ATKINS, STEVENS, MAIENSCHIN, FRYE, MADAFFER,
INZUNZA, MAYOR MURPHY**

NAYS: NONE

NOT PRESENT: NONE

VACANT: NONE

AUTHENTICATED BY:

DICK MURPHY

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: Manuel E. Ketcham, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R-296990, passed and adopted by the Council of The City of San Diego,
California on September 3, 2002.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: Manuel E. Ketcham, Deputy

~~DUPLICATE~~

FIRST AMENDMENT TO AGREEMENT

This First Amendment to West Mission Bay Drive Bridge over the San Diego River Feasibility Study on file in the Office of the City Clerk as Document No. RR-293189 Agreement dated May 30, 2000 [Agreement], by and between the City of San Diego, a municipal corporation, and T. Y. Lin International McDaniel (T. Y. Lin).

R E C I T A L S

A. The parties entered into the Agreement to provide professional services to the City on West Mission Bay Drive Bridge over San Diego River for feasibility study.

B. The City desires to modify that Agreement for T.Y. Lin to study an APM & BRT alignment crossing the San Diego River and to modify the total compensation to allow for the scope of work for this First Amendment for an amount not to exceed \$81,430.

C. T. Y. Lin desires to provide the services required under this First Amendment.

NOW, THEREFORE, in consideration of the Recitals stated above and incorporated herein by this reference and the mutual obligations of the parties expressed herein, the City and T.Y. Lin agree to modify the original agreement of the Agreement, a copy of which is attached hereto and incorporated herein by reference, as follows:

1. Section 1.1 is amended to read as follows:

ADD "The Consultant shall perform Professional Services as set forth in the written Scope of Services at the direction of the City for a lump sum fixed fee and Time Schedule [Exhibit G], for an additional amount not to exceed EIGHTY ONE THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$81,430) for a Total Compensation not to exceed FOUR HUNDRED FIFTY THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$450,430)."

DOCUMENT NO. RR-296990

1 FILED SEP 03 2002

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

2. Section 3.1 is amended to read as follows:

ADD “The City shall pay the Consultant for all Professional Services and all expenses related to performance under this First Amendment to the Agreement, in a lump sum fixed fee amount not to exceed EIGHTY ONE THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$81,430), as set forth in the [Exhibit G]. The Consultant shall be entitled to compensation for Professional Services under this First Amendment to the Agreement, whether within the Scope of Services or as Additional Services, based on the Compensation Schedule. For the duration of this First Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Compensation Schedule.”

3. Section 3.3 is amended to read as follows:

DELETE “THIRTY THOUSAND DOLLARS (\$30,000)” and INSERT “FIFTY FIVE THOUSAND DOLLARS (\$55,000)”[which includes \$30,000 previously utilized under the original and \$25,000 for this Amendment].

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

Exhibits G

Amendment No.1 to the Agreement

5. Section 4.6 DELETE “Compliance with the City’s Equal Opportunity Contracting Program.” and INSERT “Compliance with the City’s Equal Opportunity Contracting.”

DELETE Text of Section 4.6 and INSERT the following:

- A. Non-Discrimination Ordinance. The Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or

treatment of Subconsultants, vendors or suppliers. The Consultant shall provide equal opportunity for Subconsultants to participate in subconsulting opportunities. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Consultant and any Subconsultants, vendors and suppliers.


- B. Compliance Investigations. Upon the City's request, the Consultant agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subconsultants, vendors, and suppliers that the Consultant has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Consultant for each subcontract or supply contract. The Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance* (Municipal Code sections 22.3501-22.3517). The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including provisions of the *Nondiscrimination in Contracting Ordinance*. The Consultant further understands and agrees that the procedure


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

IN WITNESS WHEREOF, this First Amendment to the Agreement is executed by the City, acting by and through its City Council, and by T. Y. Lin.

Dated this _____ day of SEP 03 2002, 2002.

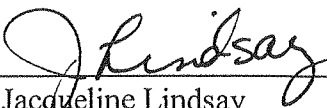
THE CITY OF SAN DIEGO

By 
Frank Belock, Jr.
Print Name: _____
Title: Director
Date: 9-5-02
T. Y. Lin International McDaniel

By 
Print Name: W. Mark Ashley
Title: Sr. Vice President
Date: 5/28/02

I HEREBY APPROVE the form and legality of the foregoing Amendment on this
6 day of Sept, 2002.

CASEY GWINN, City Attorney

By 
Jacqueline Lindsay
Deputy City Attorney

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

IN WITNESS WHEREOF, this First Amendment to the Agreement is executed by the City, acting by and through its City Council, and by T. Y. Lin.

Dated this _____ day of _____, 2002.

THE CITY OF SAN DIEGO

By _____
Frank Belock, Jr.
Print Name: _____
Title: Director
Date: _____
T. Y. Lin International McDaniel

By W. Mark Ashley
Print Name: W. Mark Ashley
Title: 50. Vice President
Date: 5/25/02

I HEREBY APPROVE the form and legality of the foregoing Amendment on this _____ day of _____, 2002.

CASEY GWINN, City Attorney

By _____
Jacqueline Lindsay
Deputy City Attorney

Exhibit "G" to First Amendment to Agreement

AMENDMENT NO. 1 TO THE AGREEMENT

for

WEST MISSION BAY DRIVE BRIDGE OVER THE SAN DIEGO RIVER FEASIBILITY STUDY

Prepared by: T.Y. Lin International
October 3, 2001
Revised August 6, 2002

BACKGROUND

MTDB is currently conducting a feasibility study on APM and BRT alignments crossing the San Diego River east of the West Mission Bay Drive Bridge. Councilman Byron Wear has requested a study be conducted to determine the feasibility of incorporating MTDB's BRT or APM project with the City's Bridge Replacement project. The limits of this project study for T.Y. Lin International's (TYLI) team have been defined to be between Sports Arena Boulevard and Sea World Drive.

DESCRIPTION OF WORK

This revised scope of services is for additional work related to the San Diego Metropolitan Transit Development Board (MTDB), North Bay and Beach Area Guideway (NB&BAG) Study. The purpose of this amendment is to evaluate the feasibility of incorporating a bus rapid transit (BRT) alignment into Alternative 2B of the West Mission Bay Drive Bridge project. This evaluation will be cursory in nature and culminate in the preparation of a letter report. For the purposes of this amendment, it is understood, pursuant to our meeting with Councilman Wear, the City of San Diego, MTDB, and Wilbur Smith Associates, that the BRT alignment will be along the outside edges of the proposed structures; i.e. the upstream side of the right bridge, and the downstream side of the left bridge looking northwest.

SCOPE OF WORK – *BRT Study with Bridge Alternative 2B*

The following tasks will be added to our existing scope of work:

- | | |
|--------|--|
| Task 1 | Review and evaluate the conceptual alignment drawings from Wilbur Smith and Associates (WSA) for the BRT. These will consist of preliminary plans, profiles, and cross sections provided by WSA. |
| Task 2 | Generate a striping exhibit to reflect the BRT alignment. This would consist of one exhibit for the BRT alignment incorporated into alternative 2B of the bridge. The exhibit would include a plan and profile. |
| Task 3 | TYLI will identify potential issues relating to structural feasibility, stage construction, and geometry. In essence, TYLI will verify whether or not the proposed alignment cross section will safely fit underneath the two Caltrans freeway structures without causing the removal and reconstruction of these. |

- Task 4 Develop a conceptual planning study incorporating the BRT alignment. This planning study will consist of two sheets: one for the West Mission Bay Drive Bridge, and the other for the tieback walls under the I-8 Freeway bridges.
- Task 5 Prepare an opinion of probable construction cost estimates for the study developed under Task 4. The estimate for the bridge will be based on a prorated square foot cost factor from our previous study.
- Task 6 Letter Report – TYLI will prepare a letter report with the help of our subconsultants for the City's review. The report will contain a description of the existing conditions, the alignment considered and its geometric viability. A traffic assessment will be performed where potential traffic issues will be highlighted and identified.
- Task 7 Coordination/Meetings/Assistance to the City and MTDB – TYLI will coordinate efforts with WSA, Rick Engineering, MTDB, and the City. We will attend up to two meetings: one for coordination and the other for presentation of our findings to the City.

Pursuant to our second meeting with Councilman Wear on November 26, 2001, our scope has been expanded to find an alternative that would allow the incorporation of a BRT into the bridge replacement project.

EXPANDED SCOPE – BRT Study with a Hybrid between Bridge Alternative 2A and 2B

The following tasks will be added to our existing scope of work:

- Task 8 Perform and obtain actual survey data along West Mission Bay Drive below the existing I-8 Freeway structures and the Sea World Drive Bridge. This is necessary to accurately determine if space is available to accommodate a BRT line, a Class I bike lane, and a future vehicular lane without having to replace these structures.
- Task 9 Generate a striping exhibit to reflect how the available section below the freeway structures can tie into our bridge replacement project. This would consist of one exhibit for the BRT alignment incorporated into a bridge alternative, which will be a hybrid of Alternatives 2A and 2B. The exhibit will stretch from Sports Arena Boulevard to the Sea World Drive Bridge.
- Task 10 TYLI will identify potential issues relating to structural feasibility, stage construction, and geometry. In essence, TYLI will verify whether or not the proposed alignment cross section will safely fit underneath the two Caltrans freeway structures without causing the removal and reconstruction of these. Ultimately, the TYLI team will recommend a solution to the City. Such a solution may either require certain design exceptions, which will be identified. The elimination of certain facilities, if necessary, will be brought up to the City for their concurrence prior to finalizing our study.

- Task 11 Develop a conceptual planning study incorporating the BRT alignment. This planning study will consist of two sheets: one for the West Mission Bay Drive Bridge and the other for the tieback walls under the I-8 Freeway bridges. The tieback walls study will be revised to incorporate the actual survey done under Task 1.
- Task 12 Evaluate the need for any additional Right-of-Way take to accommodate the ultimate cross section below the freeway structures. This task will be preliminary in nature and will identify any take by projecting the back of sidewalks or edge of shoulders south of the freeway structures.
- Task 13 Prepare an opinion of probable construction cost estimates for the study developed under Task 4. The estimate for the bridge will be based on a prorated square foot cost factor from our previous study. We are assuming that any cost associated with Right-of-Way take will be handled by the City.
- Task 14 Letter Report – TYLI will prepare a letter report with the help of our subconsultants for the City's review. The report will contain a description of the existing conditions, the alignment considered, and its geometric viability.
- Task 15 Coordination/Meetings/Assistance to the City and MTDB – TYLI will coordinate efforts with WSA, Rick Engineering, MTDB, and the City. We will attend up to four meetings: three for coordination and one for presentation of our findings to the City.

ASSUMPTIONS

1. No additional traffic analysis will be performed; 70,000 ADT is still being assumed with or without the APM or BRT.

FEE PROPOSAL

We propose to perform these services on a Lump Sum Fixed Fee Basis for Eighty-one Thousand Four Hundred and Thirty Dollars (\$28,000.00 + \$53,430.00). Any additional scope identified during the course of this study will be immediately brought to the attention of the City. No additional work will be performed without the City's prior approval, and receipt of an amendment.


It is recommended that Twenty-Five Thousand dollars (\$25,000) be set aside in addition to the above for additional or unforeseen services on a task needed basis for a total budget of One Hundred Six Thousand Four Hundred and Thirty Dollars (\$106,430.00).

SCHEDULE

It is anticipated that we will complete our scope of work between four to five weeks after the survey data is compiled and submitted to TYLI.

Client

City of San Diego

By: 

Name: Ken Finnigan

Title: Associate Engineer-civil

Date: August 14, 2002

Consultant

T.Y. Lin International

By: 

Name: W. Mark Ashley

Title: Senior Vice President

Date: August 6, 2002



THE CITY OF SAN DIEGO

Mr. Joe Tognoli, Vice President
T.Y. Lin International
5030 Camino de La Siesta, Suite 204
San Diego, CA. 92108

October 28, 2008

Dear Mr. Tognoli:

Subject: Agreement for West Mission Bay Drive Bridge over San Diego River Feasibility Study, Amendment No. 2; Transmittal of Duplicate Original OO-19784;
Notice to Proceed

On October 20, 2008, the City of San Diego executed Amendment No. 2 to the subject Agreement which was approved via City Council Ordinance OO-19784, dated September 16, 2008. This action constitutes the Notice of Award.

Said Amendment implements additional Scope of Services elements, and revises the total contract value to \$2,017,859.00, for the accomplishment of same, consisting of \$1,834,417.00 for the scope elements, and \$183,442.00 for Additional Services, if required. Issuance of Additional Services is at the City's sole discretion and would be done so via a written Task Authorization, under separate cover, by the City's Project Manager or designee.

Therefore, T.Y. International is hereby authorized to proceed with the Scope of Services as delineated in Exhibit A-2 of the subject Amendment.

A Duplicate Original Amendment No. 2, document OO-19784 is enclosed herein for T.Y. International's file.

If there are any questions, please contact Abi Palaseyed, Senior Civil Engineer, at (619) 533-4654.

Sincerely,


W. Downs Prior
Principal Contract Specialist
Purchasing & Contracting Department

Enclosure: Duplicate Original Amendment No. 2, OO-19784
DBP/wdp

cc: Abi Palaseyed, Senior Civil Engineer MS 908A
P&C file

G:\contract\ddbp\P&C NTP - TY Lin International W Mission Bay Dr Bridge SD River Feasibility Study Amend. No. 2

**Purchasing & Contracting Department
Business Office & Support Services**

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Tel (619) 236-6000 Fax (619) 235-5209



ORDINANCE NUMBER O- 19784 (NEW SERIES)DATE OF FINAL PASSAGE SEP 23 2008

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING A SECOND AMENDMENT TO THE AGREEMENT WITH T.Y. LIN INTERNATIONAL FOR THE WEST MISSION BAY DRIVE BRIDGE OVER SAN DIEGO RIVER REPLACEMENT PROJECT.

WHEREAS, The City and Consultant [T.Y. Lin International] entered into a Consultant Agreement to provide professional civil engineering services for the West Mission Bay Drive Bridge Replacement Project and approved by Council Resolution 293189, dated May 30, 2000; and

WHEREAS, The City and Consultant entered into a First Amendment to the Consultant Agreement which was approved by Council Resolution No. 296990, dated September 3, 2002; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. that the Mayor be and he is hereby authorized and empowered to execute, for and on behalf of said City, a Second Amendment to the Agreement with T.Y. Lin International in amount not to exceed \$2,017,859.00, for professional services for the West Mission Bay Drive Bridge over San Diego River Replacement Project [Project] under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. OO 19784 together with any reasonably necessary modifications or amendments thereto which do not increase project scope or cost and which the Mayor shall deem necessary from time to time in order to carry out the purposes and intent of this Project and Agreement.

Section 2. That the City Auditor and Comptroller is hereby authorized to expend an amount not to exceed \$2,017,859.00, of which \$2,000,000 is available from Fund 38993, Highway Bridge Program and \$17,859.00 is available from Fund 30300, TransNet for CIP 52-643.0, West Mission Bay Drive Bridge over San Diego River Replacement Project for the purpose of the Second Amendment to the Agreement with T.Y. Lin International.

Section 3. That the City Auditor and Comptroller, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves.


Section 4. That a full reading of this ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 5. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

BE IT FURTHER RESOLVED, that this activity is not a "project" and is therefore not subject to CEQA pursuant to CEQA Guidelines Section §15060(c)(2).

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By


Ryan Kohut
Deputy City Attorney

RK:cfq
07/08/08
Or.Dept:E&CP
O-2008-5
AC:2800904

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of SEP 16 2008.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 9-23-08
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

Passed by the Council of The City of San Diego on September 16, 2008, by the following vote:

YEAS: **PETERS, FAULCONER, ATKINS, YOUNG, MAIENSCHIN, FRYE, MADAFFER, & HUESO.**

NAYS: **NONE.**

NOT PRESENT: **NONE.**

RECUSED: **NONE.**

AUTHENTICATED BY:

JERRY SANDERS

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: Gil Sanchez, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O-19784 (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on September 2, 2008, and on September 23, 2008.

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By:  , Deputy

COPY

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to the Agreement for West Mission Bay Drive Bridge over San Diego River Feasibility Study dated May 30, 2000 [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and T.Y. Lin International [Consultant].

RECITALS

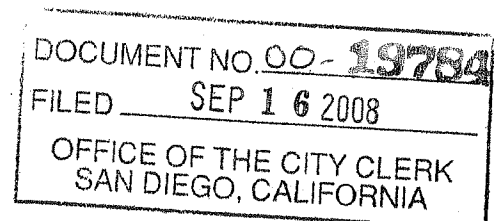
A. The City and Consultant [collectively referenced herein as the "Parties"] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. RR-293189, to provide Professional Services for West Mission Bay Drive Bridge over San Diego River [Project].

B. The City desires to execute a Second Amendment to the Agreement for the Consultant to provide additional Professional Services, as indicated in the expanded Scope of Services [Exhibit A-2], for a compensation amount not to exceed \$1,834,417 (One Million Eight Hundred Thousand Four Hundred Seventeen Dollars), with total compensation for services provided under the Agreement not to exceed \$2,017,859 (Two Million Seventeen Thousand Eight Hundred Fifty Nine Dollars).

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

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

1. Section 1.1 is amended to read as follows:



ADD: "The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibit A-2] at the direction of the City on a fixed fee basis as specifically enumerated in the Compensation and Fee Schedule [Exhibit B-2], and in accordance to the Time Schedule [Exhibit C-2]."

2. Section 1.3 is amended to read as follows:

REPLACE SECTION IN ITS ENTIRETY WITH:

"1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Design Professional's cost of, or the time required for, the performance of any of the Professional Services, the Design Professional shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Design Professional's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement."

3. Section 1.4 is amended to read as follows:

REPLACE SECTION IN ITS ENTIRETY WITH:

"1.4 Written Authorization. Prior to performing any Professional Services in connection with the Project, the Design Professional shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Design Professional shall immediately advise the City in writing of any anticipated change in the Scope of Services (Exhibit A-2), Compensation and Fee Schedule (Exhibit B-2), or Time Schedule (Exhibit C-2), and shall obtain the City's written consent to the change prior to making any changes. In no event

shall the City's consent be construed to relieve the Design Professional from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.”

4. Article II is amended to read as follows:

REPLACE SECTION IN ITS ENTIRETY WITH:

“2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or January 01, 2010.

2.2 Time of Essence. Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of the Scope of Services (Exhibit A-2) is set forth in the Time Schedule (Exhibit C-2).

2.3 Notification of Delay. The Design Professional shall immediately notify the City in writing if the Design Professional experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Time Schedule (Exhibit C-2). The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay affects a material part of the Project, the City may exercise its rights under Sections 2.5-2.7 of this Agreement.

2.4 Delay. If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Design Professional to a reasonable extension of time, but such delay shall not entitle the Design Professional to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war;

changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Design Professional's work; inability to obtain materials, equipment, or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Design Professional; provided, however, that: (a) this provision shall not apply to, and the Design Professional shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Design Professional; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Design Professional to an extension of time unless the Design Professional furnishes the City, in a timely manner, documentary proof satisfactory to City of the Design Professional's inability to obtain materials, equipment, or labor.

2.5 City's Right to Suspend for Convenience. The City may, at its sole option and for its convenience, suspend all or any portion of the Design Professional's performance of the Professional Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Design Professional of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Design Professional a sum equivalent to the reasonable value of the Professional Services the Design Professional has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Design Professional. The City may then require the Design Professional to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Design Professional shall be entitled to an extension of time equal to the length of the suspension, unless

otherwise agreed to in writing by the Parties.

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Design Professional. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Design Professional. After termination of this Agreement, the Design Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Design Professional's Professional Services under this Agreement. For services satisfactorily rendered in completing the work, the Design Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Design Professional before the effective date of termination. After filing of documents and completion of performance, the Design Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Design Professional's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Design Professional discharges the City of all of the City's payment obligations and liabilities under this Agreement.

2.7 City's Right to Terminate for Default. If the Design Professional fails to satisfactorily perform any obligation required by this Agreement, the Design Professional's failure constitutes a Default. A Default includes the Design Professional's failure to adhere to the Time Schedule. If the Design Professional fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the City specifying the nature of the Default, the

City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Design Professional, and any person claiming any rights by or through the Design Professional under this Agreement. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Design Professional.”

5. Article III is amended to read as follows:

REPLACE SECTION IN ITS ENTIRETY WITH:

“3.1 Amount of Compensation. The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, in a lump sum amount not to exceed \$2,017,859 (Two Million Seventeen Thousand Eight Hundred Fifty Nine Dollars). The compensation for the Scope of Services shall not exceed \$1,834,417 (One Million Eight Hundred Thirty Four Thousand Four Hundred Seventeen Dollars), and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$183,442 (One Hundred Eight Three Thousand Four Hundred Forty Two Dollars).

3.2 Additional Services. The City may require that the Design Professional perform additional Professional Services beyond those described in the Scope of Services [Additional Services]. Prior to the Design Professional's performance of Additional Services, the City and the Design Professional must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule

(Exhibit B-2). The City will pay the Design Professional for the performance of Additional Services in accordance with Section 3.3.

3.3 Manner of Payment. The City shall pay the Design Professional in accordance with the Compensation and Fee Schedule (Exhibit B-2). For the duration of this Agreement, the Design Professional shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Design Professional shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The Design Professional shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

3.4 Additional Costs. Additional Costs are those costs that can be reasonably determined to be related to the Design Professional's errors or omissions, and may include Design Professional, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Design Professional shall not be paid for the Professional Services required due to the Design Professional's errors or omissions, and the Design Professional shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Design Professional. Whether or not there are any monies due, or becoming due, the Design Professional shall reimburse the City for Additional Costs due to the Design Professional's errors or omissions.

3.5 Eighty Percent Notification. The Design Professional shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services (Exhibit A-2) appears that it may be greater than the maximum compensation for this Agreement.”

6. Section 4.2 is amended to read as follows:

REPLACE SECTION IN ITS ENTIRETY WITH:

“4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Design Professional's and any Subcontractor's premises to review and audit the Design Professional's or Subcontractor's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Design Professional's premises, of any and all Project-related records with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

4.2.2 Audit. The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Design Professional or Subcontractor is in compliance with all requirements under this Agreement.

4.2.2.1 Cost Audit. If there is a claim for additional compensation or for

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

4.2.2.2 Accounting Records. The Design Professional and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Design Professional and Subcontractors shall make available to the City for review and audit; all Project related accounting records and documents, and any other financial data. Upon the City's request, the Design Professional and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

4.2.3 City's Right Binding on Subcontractors. The Design Professional shall include the City's Right as described in Section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

4.2.4 Compliance Required before Mediation or Litigation. A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the Design Professional's and Subcontractors full compliance with the provisions of this Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance."

7. Section 4.3 is amended to read as follows:

REPLACE SECTION IN ITS ENTIRETY WITH:

"4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section

4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.2; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

Further, the Design Professional shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

4.3.1 Types of Insurance. At all times during the term of this Agreement, the Design Professional shall maintain insurance coverage as follows:

4.3.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of *\$2,000,000 (Two Million Dollars)* per occurrence and subject to an annual aggregate of *\$4,000,000 (Four Million Dollars)*. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

4.3.1.2 Commercial Automobile Liability. For all of the Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

4.3.1.3 Workers' Compensation. For all of the Design Professional's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Design Professional shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Design Professional shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

4.3.1.4 Architects & Engineers Professional Liability. For all of the Design Professional's employees who are subject to this Agreement, the Design Professional

shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$2,000,000 (*Two Million Dollars*) per claim and \$5,000,000 (*Five Million Dollars*) annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss. All defense costs shall be outside the limits of the policy.

4.3.2 Deductibles. All deductibles on any policy shall be the responsibility of the Design Professional and shall be disclosed to the City at the time the evidence of insurance is provided.

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements.

The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

4.3.4.1 Commercial General Liability Insurance Endorsements.

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

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

not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Design Professional's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

4.3.4.2 Automobile Liability Insurance Endorsements

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

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Design Professional's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

4.3.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements.

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

4.3.5 Reservation of Rights. The City reserves the right, from time to time, to review the Design Professional's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Design Professional for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

4.3.6 Additional Insurance. The Design Professional may obtain additional insurance not required by this Agreement.

4.3.7 Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements."

8. Section 4.4 is amended to read as follows:

FROM THE SECOND SENTENCE REPLACE “[Exhibit E (4)]” WITH “(Exhibit D-2 Attachment BB)”

9. Section 4.4.1.5 is amended to read as follows:

DELETE “Exhibit E” AND REPLACE WITH “Exhibit D-2”

10. ADD “**4.4.1.5.1** The City is an intended beneficiary of any work performed by the Subcontractor for purposes of establishing a duty of care between the Subcontractor and the City.”

11. Section 4.5 is amended to read as follows:

FROM THE FIRST SENTENCE DELETE “[Exhibit E (6)]” AND REPLACE WITH “(Exhibit D-2 Attachment CC)”.

12. Section 4.6 is amended to read as follows:

DELETE SECTION IN ITS ENTIRETY AND REPLACE WITH:

“4.6 Non-Discrimination Requirements.

4.6.1 Compliance with the City’s Equal Opportunity Contracting Program.

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

4.6.2 Non-Discrimination Ordinance. The Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subconsultants, vendors or suppliers. The Consultant shall provide equal opportunity for Subconsultants to participate in subconsulting opportunities. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Consultant and any Subconsultants, vendors and suppliers.

4.6.3 Federal Non-Discrimination Requirements. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. For the purpose of this paragraph, "contractor" shall mean "consultant," and "subcontractor" shall mean "subconsultant."

4.6.4 Compliance Investigations. Upon the City's request, the Consultant agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subconsultants, vendors, and suppliers that the Consultant has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Consultant for each subcontract or supply contract. The Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's

Nondiscrimination in Contracting Ordinance][San Diego Municipal Code sections 22.3501-22.3517]. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.”

13. Section 4.8 is amended to read as follows:

DELETE SECTION IN ITS ENTIRETY AND REPLACE WITH:

“4.8 Title 24/Americans with Disabilities Act Requirements. The Consultant shall warrant and certify that any Project plans and specifications prepared in accordance with this Agreement meet all current California Building Standards Code, California Code of Regulations, Title 24 [Title 24] and Americans with Disabilities Act Accessibility Guidelines [ADAAG] requirements, and are in compliance with The Americans with Disabilities Act of 1990. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed. Prior to execution of this Agreement, the Consultant shall complete and submit to the City the Consultant Certification for Title 24/ADA Compliance [Exhibit *-2].

4.8.1 Consultant has sole responsibility and obligation for designing the project to comply with the ADA and Title 24 as described in this Section; however, as owner of the facility, the City is exposed to liability for projects on which designers fail to meet this obligation. Consequently, the City is implementing an evaluation of certain design aspects to ensure a compliant facility. The Consultant shall complete and submit an ADA Compliance

Review Checklist. This Checklist is designed to assist consultants in meeting their ADA obligations under the contract (Consultant also must meet Title 24 which these checklists do not cover). These checklists are not comprehensive. The checklists merely reflect the specific problematic areas of compliance with ADA commonly seen by the City. As a result, the City will be checking only these areas of ADA prior to acceptance of a Consultant's design. The Consultant is obligated to meet all additional laws which are not included on the City's ADA Design Review Checklist, and/or to advise the City at any time if they feel components on the checklist misrepresent the current state of the law. These ADA checklists and the City's access review process in no way limits the Consultant's obligation under the agreement."

14. Section 4.10 is amended to read as follows:

REPLACE SECTION IN ITS ENTIRETY WITH:

"4.10 Conflict of Interest. The Design Professional is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

4.10.1 If, in performing the Professional Services set forth in this Agreement, any member of the Design Professional's organization makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's

conflict of interest code, the individual shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the individual's relevant financial interests. The determination as to whether any individual members of the Design Professional's organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit F-2).

4.10.1.1 If a determination is made that certain individuals must disclose relevant financial interests, the statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The individual shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the individuals are subject to a conflict of interest code. Each year thereafter, the individuals shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the individual was subject to a conflict of interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.

4.10.1.2 If the City requires an individual member of the Design Professional's organization to file a statement of economic interests as a result of the Professional Services performed, the individual shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

4.10.2 The Design Professional shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain

for themselves or others, particularly those with whom they have family, business, or other relationships.

4.10.3 The Design Professional and its Subcontractors having subcontracts amounting to 1% or more of the value of the Professional Services agreed to under this Agreement are precluded from participating in design services on behalf of the contractor, construction management, and any other construction services related in any way to these Professional Services without the prior written consent of the City.

4.10.4 The Design Professional's personnel employed on the Project shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Design Professional shall not recommend or specify any product, supplier, or contractor with whom the Design Professional has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

4.10.5 If the Design Professional violates any conflict of interest law or any of the provisions in this Section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Design Professional to liability to the City for attorney's fees and all damages sustained as a result of the violation."

15. Section 4.12 is amended to read as follows:

FROM THE FIRST SENTENCE DELETE "Section 3.3" AND REPLACE WITH
"Section 3.2"

16. Section 4.14 is amended to read as follows:

DELETE IN ITS ENTIRETY AND REPLACE WITH:

"4.14 Energy Conservation Specifications. Technological advances in energy

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

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

17. Article VI is amended to read as follows:

DELETE SECTION IN ITS ENTIRETY AND REPLACE WITH:

“ARTICLE VI - INDEMNIFICATION

6.1 Indemnification. Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted

by law, Design Professional shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Design Professional or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the Design Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Design Professional's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or willful misconduct of the Indemnified Parties.

6.2 Design Professional Services Indemnification and Defense.

6.2.1 Design Professional Services Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), with respect to the performance of design professional services, Design Professional shall indemnify and hold harmless the City, its officers, or employees, from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

6.2.2 Design Professional Services Defense. Parties will work in good faith to procure applicable insurance coverage for the cost of any defense arising from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or

willful misconduct of Design Professional or Design Professional's officers or employees.

6.3 Insurance. The provisions of this Article are not limited by the requirements of Section 4.3 related to insurance.

6.4 Enforcement Costs. The Design Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in this Article."

18. Section 9.1 is amended to read as follows:

FROM THE THIRD SENTENCE DELETE "1010 Second Avenue, Suite 1200 San Diego, CA 92110" AND REPLACE WITH "600 B Street, Suite 800, San Diego, California, 92101".

19. Section 9.5 is amended to read as follows:

DELETE SECTION IN ITS ENTIRETY AND REPLACE WITH:

"9.5 Design Professional and Subcontractor Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Design Professional's Professional Services is based on the particular professional expertise of the following members of the Design Professional's organization: Joe Tognoli [Project Team]. Accordingly, performance of Professional Services on the Project may not be delegated to other members of the Design Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project without the City's prior written approval. Removal of any member of the Project Team with out notice and approval by the City vide may be considered a default of the terms and conditions of this Agreement by the Design Professional. In the event any member of the Project

Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Design Professional, to require any of the Design Professional's employees or agents to be removed from the Project.”

20. Section 9.7 is amended to read as follows:

ADD TO THE END OF THE FIRST SENTENCE: “, including California Labor Code section 1720 relating to the payment of prevailing wages during the design and preconstruction phases of a project, including inspection and land surveying work.”

21. Article IX is amended to include the following sections:

ADD “**9.17 Conflicts Between Terms.** If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

9.18 Design Professional Evaluation. City will evaluate Design Professional's performance of Professional Services on the Project using the Consultant Evaluation Form (Exhibit H-2).

9.19 Exhibits Incorporated. All Exhibits referenced in this Agreement

are incorporated into the Agreement by this reference.

9.20 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive, completion and acceptance of the Professional Services and termination or completion of the Agreement.

9.21 Vendor Registration. All consultants wishing to conduct business with the City of San Diego, or those intending to compete for City contracts, must submit a completed Vendor Registration Form (Exhibit I-2) to the City of San Diego's Purchasing & Contracting Department. This form must be received by the City prior to competing for or being awarded any contracts.

9.22 San Diego's Strong Mayor Form of Governance. All references to "City Manager" in this Agreement and all subsequent amendments thereto shall be deemed to refer to "Mayor." This section becomes effective on January 1, 2006 and shall remain in effect for the duration the City operates under the mayor-council (commonly referred to as "strong mayor") form of governance pursuant to article XV of the City of San Diego City Charter."

22. **ADD "ARTICLE X - INTELLECTUAL PROPERTY RIGHTS**

10.1 Work For Hire. All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is "work for hire" under the United States Copyright law and shall become the sole property of the City and shall be delivered to the City upon request. The Contractor, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory

patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

10.2. Rights in Data. All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s) in the Deliverable Materials, developed by the Contractor, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Design Professional, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Design Professional's work on behalf of the City without prior written consent of the City.

10.3 Intellectual Property Rights Assignment. Design Professional, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

10.4 Moral Rights. Design Professional, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Design Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue

to Design Professional, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

10.5 Subcontracting. In the event that Design Professional utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Design Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

10.6 Publication Design. Professional may not publish or reproduce any Deliverable Materials, for purposes unrelated to Design Professional's work on behalf of the City without prior written consent of the City.

10.7 Intellectual Property Warranty and Indemnification. Design

Professional represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Design Professional to produce, at Design Professional's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Design Professional further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Design Professional receives payment under this contract, City shall be entitled, upon written notice to Design Professional, to withhold some or all of such payment.

10.8 Enforcement Costs. The Design Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Article 10, including but not limited to, attorney's fees."

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


Exhibits A-2 (Scope of Services), B-2 (Compensation and Fee Schedule), and C-2 (Time Schedule).

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

COPY

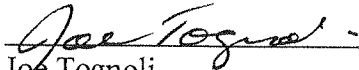
IN WITNESS WHEREOF, this Second Amendment to the Agreement for West Mission Bay Drive Bridge over San Diego River Feasibility Study is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Ordinance No. 0-15784 authorizing such execution, and by Consultant.

THE CITY OF SAN DIEGO
Mayor or Designee

By: 
Jay Goldstone
Chief Operating Officer

Date: 10/15/08


T.Y. Lin International

By: 
Joe Tognoli
Vice President

Date: 8/8/08

I HEREBY APPROVE the form and legality of the foregoing Amendment on this 20th day of October, 2008.

MICHAEL AGUIRRE, City Attorney

By: 
Ryan Kohut
Deputy City Attorney

Scope of Services

West Mission Bay Drive Bridge

Preliminary Engineering Report

Prepared for:

City of San Diego

Prepared by:

T.Y. Lin International

January 16, 2008

I. Introduction

The City of San Diego has requested professional engineering services from T.Y. Lin International to prepare a Preliminary Engineering Report for the West Mission Bay Drive Bridge over the San Diego River (Bridge No. 57C-0023).

Based on the *Widening vs. Replacement Evaluation* report that was prepared for the City of San Diego by T.Y. Lin International in March 2001, the most cost effective and viable option is to replace the existing structurally deficient and functionally obsolete bridge. Since widening, retrofitting, and rehabilitating the existing bridge has been rejected by both the City and Caltrans, this alternative will not be evaluated further. Thus, only the replacement and no-build alternatives will be studied as described below.

The Preliminary Engineering Report can be considered to be equivalent to a Project Study Report. However, since the vast majority of the project is outside of Caltrans right-of-way, this report will not be subjected to the detailed Caltrans review process.

II. Study Area

West Mission Bay Drive from just south of I-8 to just north of the San Diego River.

III. Study Alternatives

Two alternatives will be studied as follows:

- No Build
- Replace the existing bridge with a wider bridge

Replacing the existing four-lane bridge with a wider bridge with more lanes is required to alleviate traffic congestion. The number and configuration of lanes will be determined based on traffic studies. A five, six or seven lane configuration is anticipated.

The following four configurations will be evaluated:

- 2 northbound, 4 southbound
- 3 northbound, 4 southbound
- 2 northbound, 3 southbound
- 3 northbound, 3 southbound

Pedestrian and bicycle facility connections will be evaluated for each configuration. It is anticipated that one or two of the above configurations will satisfy the purpose and need of the project and will be carried forward to the PA&ED phase of the project.

The preparation of the Project Approval and Environmental Document will be covered in a future phase and are not part of this scope.

IV. Approach to the Project

Our approach to the project will be to prepare a Preliminary Engineering Report, which will serve as our Project Initiation Document and can be considered a PSR Equivalent, and to perform the preliminary engineering that is necessary to support this document. We will perform structure type selection as part of this process. Our anticipated process is outlined below.

Traffic Studies to determine:

- How many lanes do we need?
- What's the appropriate lane configuration?

Bridge and Alignment Studies to determine:

- Viable structure types (CIP, PC, Spliced PC, Steel)
- Construction staging
- Transitions and tie-ins
- How do we fit the new lanes under the existing I-8 undercrossing?

Architectural Studies to determine:

- Visual impacts

Structure Type Selection to determine:

- Cost
- Aesthetics
- Constructability
- Impacts to traffic
- Environmental impacts
- Most viable structure type

V. Scope of Work

The scope of work is to prepare the Preliminary Engineering Report (PSR Equivalent). The following is a summary of the main tasks that will be performed:

- Perform traffic studies and evaluate alternatives
- Perform PEAR to identify impacts and scope the Environmental Document
- Perform structure type selection to quantify impacts and costs
- Submit PEER to Caltrans and determine appropriate document for encroachment permit

An encroachment permit from Caltrans is required for the portions of the project that are within State right-of-way. Caltrans has indicated that a PEER may be sufficient. The PEER will be prepared for and submitted to Caltrans during the PID Phase. If after review of the PEER, Caltrans determines that a higher level document is required, the PSR Equivalent document will be revised to conform to Caltrans requirements and processed through Caltrans.

The work involved in revising and processing a PSR through Caltrans is not included in this scope.

The scope of work will be organized into the following main tasks:

100 - Project Management

- 100.05 – Project Management, PID Component
- 100.06 – Project Management, PEER Component
- 100.10 – Project Financial Plan

150 – Preliminary Engineering Report (PSR Equivalent)

- 150.05 – Transportation Problem Definition and Site Assessment
- 150.10 – Initial Alternatives Development
- 150.15 – Alternatives Analysis
- 150.20 – Preliminary Environmental Analysis Report (PEAR)
- 150.25 – Approved Preliminary Engineering Report
- 150.35 – Identification of Required Permits
- 150.40 – Obtainment of Required Permits
- 150.45 – Base Maps and Plan Sheets for PID

155 – Permit Engineering Evaluation Report (PEER)

- 155.05 – Draft PEER
- 155.10 – Caltrans Circulations
- 155.15 – Final PEER
- 155.20 – Encroachment Permit

240 – Structure Type Selection

- 240.55 – Foundation Plan
- 240.75 – Draft General Plan

In general the project scope follows the Caltrans Work Breakdown System (WBS.)
Applicable WBS tasks are described below:

100 Project Management

100.05 Project Management - PID Component

Includes the management of the PID component of the project from initiation through completion. The services provided include the initiation and planning of the project, and the execution, control, and close out of the PID component.

100.05.01 Project Meetings

Consultant will assemble a Project Development Team (PDT) for the PID Component. Members of the PDT are anticipated to be City, Caltrans, and other representatives from affected agencies.

Consultant will contact members of the PDT and schedule and conduct a project kick-off meeting within two weeks of Notice to Proceed (NTP).

Consultant will schedule and conduct teleconferences and PDT meetings. It is anticipated that teleconferences will be conducted on a weekly basis and PDT meetings will be conducted monthly as appropriate.

The maximum number of teleconferences and meetings attended by Consultant and subconsultants during the PID Component will be as listed in the table below.

Table 100.05.01 - Project Meetings, PID Component

Consultant	Kick-off Meeting	Project Teleconferences	PDT Meetings	Public Information Meetings	Other Project Meetings
TYLI	1	25	15	3	3
Rick	1	15	10	3	2
EDAW	1	10	15	3	2
Geotechnics	1	10	10	1	1
Estrada	1	7	7	1	1
SRA	1	10	10	1	1

Deliverable: Meeting Notices, Agendas, Meeting Minutes and Action Items for each meeting in electronic format

100.05.02 Project Coordination

Consultant will monitor, coordinate, and manage the project subconsultants as necessary.

100.05.03 Project Schedule

Consultant will, within two weeks of notice-to-proceed, provide a detailed project baseline schedule, indicating milestones, major activities and deliverables to the City for review and comments. Schedule will be provided in CPM format using Microsoft Project and will reflect assumed review times necessary by the agencies involved. Review of the schedule will occur at subsequent monthly PDT meetings. Adjustments will be made, if necessary, due to changing circumstances.

Subconsultants: Provide schedule for milestones within their scope. Review and comment on project schedule.

Deliverable: Initial project schedule in Microsoft Project format. Up to five updates are included.

100.05.04 Risk Management Plan

Consultant will prepare a risk assessment summary that identifies technical, schedule and resource risks that could jeopardize the agreed upon scope schedule and cost. A risk plan will be developed that identifies the highest priority items that will be managed by the Consultant to reduce risk to an acceptable level.

Civil and Environmental Subconsultants: Provide assistance to Consultant in preparation of above.

Deliverable: Risk assessment summary and risk plan

100.05.05 Public Information Meetings

Consultant will make project informational presentations, attend and assist with public meetings and workshops as necessary to support City staff. Up to three public meetings are expected to be conducted during the PID phase. Civil and Environmental Subconsultants will attend up to three public meeting upon request. Other subconsultants will attend one public meeting upon request.

Environmental Subconsultant: Provide assistance to Consultant in preparation of above

100.05.05.01 Public Meeting Exhibits

Handouts and large-scale exhibits will be prepared for public meetings. Aerial photos showing current conditions and proposed improvements will be used as much as possible. Cross-sections, plan views, illustrative drawings and any details of special areas of concern will be prepared showing both current and proposed improvements.

Deliverable: Handouts and up to five (5) foam-core board exhibits per meeting

100.05.06 Progress Reports

Consultant will prepare progress reports and submit to the City with the monthly invoice. The progress reports will state the progress made during the month, the anticipated progress to be made in the following month, issues to be resolved (with recommended solutions) and a discussion of the schedule (including percentage completed for the current period and total percentage completed to date).

Consultant will submit, in a format acceptable to the City, monthly invoices that explain all project costs that are based on estimates of percentage of completion for each task.

Deliverable: Hard copy of monthly Progress Reports and Invoices

100.05.07 QA/QC

Consultant will have a quality control plan in effect during the course of the project. Exhibits and plans will also be checked, corrected and back-checked for accuracy and completeness. Design will be in accordance with applicable design standards.

100.05.07.01 Environmental Studies Quality Control

Consultant will review Environmental Subconsultant environmental submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with City and Caltrans standards.

100.05.07.02 Engineering Subconsultant Quality Control

Consultant will review engineering Subconsultant report submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with City and Caltrans standards.

100.05.08 Project Setup and Scoping

Consultant will coordinate with the City and subconsultants and develop a detailed scope for the project.

Deliverable: Project Scope

100.06 Project Management – PEER Component

Includes the management of the Permit Engineering Evaluation Report (PEER) component of the project from initiation through completion. The services provided include the initiation and planning of the project, and the execution, control, and close out of the PEER component.

100.06.01 Project Meetings

Consultant will schedule and conduct teleconferences and PDT meetings. The maximum number of teleconferences and meetings attended by Consultant and subconsultants during the PEER Component will be as listed in the table below.

Table 100.06.01 - Project Meetings, PEER Component

Consultant	Kick-off Meeting	Project Teleconferences	PDT Meetings	Other Project Meetings
TYLI	0	10	2	3
Rick	0	5	2	0
EDAW	0	5	2	3
Geotechnics	0	0	0	0
Estrada	0	1	1	0
SRA	0	0	0	0

Deliverable: Meeting Notices, Agendas, Meeting Minutes and Action Items for each meeting in electronic format

100.06.02 Project Coordination

Consultant will monitor, coordinate, and manage the project subconsultants as necessary.

100.06.03 Project Schedule

Consultant will, within two weeks of notice-to-proceed, provide a detailed project baseline schedule, indicating milestones, major activities and deliverables to the City for review and comments. Schedule will be provided in CPM format using Microsoft Project and will reflect assumed review times necessary by the agencies involved. Review of the schedule will occur at subsequent monthly PDT meetings. Adjustments will be made, if necessary, due to changing circumstances.

Deliverable: Updated project schedule in Microsoft Project format.

100.06.04 Progress Reports

Consultant will prepare progress reports and submit to the City with the monthly invoice. The progress reports will state the progress made during the month, the anticipated progress to be made in the following month, issues to be resolved (with recommended solutions) and a discussion of the schedule (including percentage completed for the current period and total percentage completed to date).

Consultant will submit, in a format acceptable to the City, monthly invoices that explain all project costs that are based on estimates of percentage of completion for each task.

Deliverable: Hard copy of monthly Progress Reports and Invoices

100.06.05 QA/QC

Consultant will have a quality control plan in effect during the course of the project. Exhibits and plans will also be checked, corrected and back-checked for accuracy and completeness. Design will be in accordance with applicable design standards.

100.10.99 Project Financial Plan

It is anticipated that the total project cost will exceed \$100 million. Thus, in accordance with SAFETY-LU requirements, the project owner must develop a financial plan for the project. The Consultant will work with the City to prepare an initial financial plan. It is assumed that the City will perform their own annual updates. Thus, annual updates of the financial plan are excluded from this scope.

The financial plan will be developed in accordance with the January 2007 FHWA document entitled, "Financial Plan Guidance." In accordance with this document, *"...the initial financial plan may be developed and completed at the earliest feasible point in the Project development process but it needs to be finalized by the Project Owner prior to construction contract authorization and obligation of federal funds for construction..."*

The financial plan will contain the following components:

- Cost Estimate
- Implementation Plan
- Financing and Revenues
- Cash Flow
- Risk Identification and Mitigation Factors

Much of the necessary data to complete the financial plan will not be readily available to the Consultant. Thus, it is assumed that the City will either provide or work with the Consultant to develop the required data. Data that the City will provide may include the following:

- Project management costs
- Construction engineering and inspection costs
- Contingency costs
- Schedule for completing the project
- Financing and revenue sources and amounts
- Details of cash flow
- Litigation risk
- Availability of grant funding
- Risk mitigation strategies

100.10.99.01 Draft Financial Plan

The Consultant will prepare a draft financial plan and submit this to the City for review.

100.10.99.02 Final Financial Plan

Consultant will revise the financial plan once based on comments received from the City.

150 Preliminary Engineering Report (PSR Equivalent)

Consultant will prepare a Preliminary Engineering Report (PSR Equivalent.) The report will analyze replacement alternatives and provide project scope, schedule and cost, and will be submitted to the City for review and approval. The Preliminary Engineering Report will be based on the Caltrans PSR guidelines, but will not be subject to Caltrans review.

150.05 Transportation Problem Definition and Site Assessment

Scope of project for this phase will be established based on identified project constraints and background information available. An initial site visit will be conducted to document existing conditions. Information required to begin developing alternatives will be identified.

150.05.05 Review of Existing Reports, Studies, and Mapping

Consultant will review existing reports and studies produced for the project. Consultant will review Caltrans inspection reports for West Mission Bay Drive Bridge and the West Mission Bay Drive Undercrossing.

Civil Subconsultant: Review existing alignment and traffic studies produced for the project. Review existing mapping to ensure sufficient detail is provided for this phase of the project.

Environmental Subconsultant: Review existing environmental reports and studies produced for the project.

Geotechnical Subconsultant: Review "Preliminary Geotechnical Assessment of Existing Conditions" by AMEC dated September 22, 2000.

150.05.10 Geological Hazards Review

Geotechnical Subconsultant: Review pertinent reference documents regarding the geotechnical conditions at the site. Perform a geologic/geotechnical reconnaissance of the site and review of maps depicting geologic setting, formation and structure. Obtain and review Caltrans documents regarding the soil conditions near the southern abutment of the bridge including the I-8 undercrossing borings and the as-built information.

150.05.15 Utility Search

Consultant will review bridge as-built plans and information gathered from initial project site visit.

Civil Subconsultant: Obtain as-built schematics from appropriate "dry" utility companies (i.e., SDG&E, AT&T) to determine the approximate location of "dry" utilities (i.e., Electrical, Gas, Phone). Utilize available as-built information obtained from the City of San Diego and

Caltrans to determine approximate location of "wet" utilities (i.e. Drainage, Sewer, and Water.) Field site reconnaissance will be performed to aid in the verification of existing "dry" and "wet" utilities.

150.05.20 Environmental Constraints Identification

Environmental Subconsultant: Review the existing studies and perform a field review of the area to identify and delineate any environmental resources or issues that might affect initial alternatives selection. Complete a Caltrans Preliminary Environmental Study (PES) or Preliminary Environmental Analysis Report (PEAR). Conduct an initial coordination meeting with local, state, and federal resource agencies, including initial NEPA/404 coordination and pre-consultation with resource agencies to reach a consensus on need and purpose, avoidance alternatives, and feasible alternatives. Provide input for preparation of a base environmental constraints map, and identification of typical mitigation measures. Environmental documentation or permitting for geotechnical site investigation may be required. Level of environmental detail would be consistent with effort needed to prepare Caltrans PES, PSR, or PEAR forms.

Environmental Subconsultant: Address the following environmental topics at a preliminary level consistent with the Caltrans PEAR Handbook:

- Cultural Resources
- Paleontological Resources
- Biology
- Air Quality
- Noise
- Energy
- Water Quality
- Hazardous Waste
- Scenic/Visual Resources
- Socioeconomic/Community/Land Use Impacts

Guidance:

- Caltrans PEAR Handbook
- City of San Diego CEQA Guidelines

Environmental Subconsultant: Perform above tasks with the following assumptions and exclusions:

- Base map of project area and limits of impact would be delineated by others and would include an aerial photograph
- Floodplain data and related reports would be provided by Civil Subconsultant
- Separate PES or PEAR reports for project alternatives would not be required
- Construction cost estimates, if required, will be provided by others
- Additional environmental documentation or permitting for geotechnical site investigation will not be required

150.05.25 Traffic Forecasts/Modeling

Civil Subconsultant: Coordinate with City of San Diego Transportation Planning and/or SANDAG to obtain 2030 Forecasts for the following analysis scenarios:

- No build alternative
- West Mission Bay Drive – 2 lanes northbound/4 lanes southbound alternative
- West Mission Bay Drive – 3 lanes northbound/4 lanes southbound alternative
- West Mission Bay Drive – 2 lanes northbound/3 lanes southbound alternative
- West Mission Bay Drive – 3 lanes northbound/3 lanes southbound alternative

These forecasts will be utilized to conduct the traffic analyses for the project traffic study.

150.05.30 Surveys and Maps

Civil Subconsultant: Compile topographic data from existing aerial model/imagery to supplement and expand the limits of data previously provided under separate contract by the City. Limits will expand to Perez Cove Way at the north and Midway Drive at the south. Delineate detailed topographic data utilizing previously collected ground surveys to cover aerially obscured areas under the I-8 bridges.

150.05.35 Problem Definition

Consultant will establish project purpose and need and general project scope. Consultant will evaluate structural integrity of the existing bridge for seismic and service loading.

Civil Subconsultant: Evaluate existing and future Level of Service of West Mission Bay Drive in the no build scenario and provide written summary.

Environmental Subconsultant: Provide assistance to Consultant in preparation of above.

150.05.45 As-Built Centerline and Existing Right-of-Way

Civil Subconsultant: Establish centerline and right-of-way for the project. If Caltrans or the City of San Diego is unable to provide centerline and right-of-way information, field surveys will be performed so centerline and right-of-way is established and tied to known survey monumentation. Established centerline and right-of-way information will be submitted to Caltrans and the City for their records.

150.05.99 Interim Potential Remediation Measures

Upon review of Caltrans Bridge Inspection Reports for the West Mission Bay Drive Bridge and initial site visit, items identified as possible structural deficiencies that could cause public safety concerns will be documented. Potential remediation measures for the bridge to ensure public safety in the interim prior to replacement will be recommended with associated costs.

150.10 Initial Alternatives Development

Consultant will develop initial alternatives and review them with the City and Caltrans for concurrence. Alternatives will identify the project limits, preliminary alignments, and conceptual staging. Preliminary architectural elevations, plans and sections necessary to convey the design intent of the bridge alternatives will be included. Up to four geometric alternatives will be reviewed.

Civil Subconsultant: Develop initial geometric alternatives.

Landscape Subconsultant: Develop preliminary landscape concepts for each alternative.

Architectural Subconsultant: Develop preliminary architectural elevations, plans and sections necessary to convey the design intent of the bridge alternatives.

Environmental Subconsultant: Provide assistance to Consultant in preparation of above.

150.10.05 Public/Local Agency Input

Consultant will develop a community action plan to introduce the project to the public. Community action plan will identify the phases of the project at which to go before community groups, information to be presented and dates and venues for public information meetings.

Civil, Environmental, Landscape and Architecture Subconsultants: Provide assistance in the development of the community action plan.

150.10.10 Value Analysis

Consultant will perform a value analysis of the initial project alternatives to establish criteria for alternative selection. The following issues will be evaluated for each alternative:

- Maintenance costs
- Project controversy
- Difficult construction
- Operational issues
- Difficult traffic handling
- Safety concerns
- Environmental difficulties
- Right-of-way concerns
- Structure types
- Complex geometrics

Civil and Environmental Subconsultants: Provide assistance in the development of Value Analysis.

Deliverable: Value Analysis will be included as part of the Preliminary Engineering Report

150.10.15 Concept Alternatives Development

Concept alternatives will be developed from the initial alternatives. Issues identified in the value analysis will be addressed. Preliminary roadway alignments, profiles, cross sections, staging plans, and right-of-way requirements will be developed for each alternative. Architectural elevations, sections and plans will be included.

Civil Subconsultant: Develop preliminary alignments, profiles, cross sections, staging plans and right-of-way requirements.

Landscape Subconsultant: Develop preliminary landscape plans for each alternative.

Architectural Subconsultant: Develop preliminary architectural elevations, sections and plans.

Deliverable: Draft drawings for each alternative

150.15 Alternatives Analysis

Develop draft drawings for alternative selection based upon the initial alternatives. Adequate detail will be provided to establish project scope and cost for each alternative. This task will include refinement of plan and cross-sections, preliminary staging plans, right-of-way requirements, and utility needs for each of the study alternatives. Preliminary landscape and architectural plans will be included for each alternative.

Civil Subconsultant: Develop draft geometric drawings and cost estimates.

Landscape Subconsultant: Develop draft landscape drawings and cost estimates.

Architectural Subconsultant: Develop draft architectural drawings and cost estimates.

Environmental Subconsultant: Provide assistance to Consultant in preparation of above.

Deliverable: Final geometric drawing, preliminary staging plans, preliminary landscape and architectural drawings, and opinion of probable construction cost for each alternative.

150.15.05 Right-of-Way Data

Civil Subconsultant: Prepare right-of-way requirement maps for use in evaluating costs associated with project alternatives. It is assumed that any appraisals of right-of-way costs for various project alternatives will be provided by the City and Caltrans, if necessary. Caltrans right-of-way data sheets will be prepared for each project alternative.

Deliverable: Right-of-way requirement maps and data sheets for each alternative with estimated right-of-way cost(s) documented on each data sheet.

150.15.10 Utility Relocation Requirements Assessment

Civil Subconsultant: Prepare preliminary utility location and easement maps for use in evaluating costs and construction constraints associated with project alternatives. Costs will be shown on the right-of-way data sheet of each project alternative.

Deliverable: Utility location/relocation map including preliminary utility easements for each alternative with preliminary, estimated utility costs documented on each right-of-way data sheet.

150.15.30 Structures Advance Planning Study (APS)

Advanced Planning Studies (APS) will be prepared for use in the Preliminary Engineering Report. APS format will conform to the guidelines set forth in the Caltrans Memo to Designers. Prepare bridge and tie-back wall feasibility studies for each of the alternatives showing structure types, plan, elevation, and section views in 11"x 17" format.

For each geometric alternative, an APS will be prepared for the following structure types:

- Cast-in-Place Prestressed Box Girder
- Precast Girder
- Spliced Precast Girder
- Steel Girder

Deliverable: One 11 x 17 APS drawing for each project alternative

150.15.30.05 Structures Preliminary Geotechnical Report (SPGR)

Geotechnical Subconsultant: Perform subsurface explorations, laboratory testing and engineering analysis and prepare the Structures Preliminary Geotechnical Report (SPGR.) Subsurface explorations will be conducted and SPGR will be developed in accordance with Caltrans requirements, including the Bridge Design Specifications and Guidelines for Foundation Investigations and Reports. Evaluate corrosion, geology, soil materials, seismicity, slope stability, foundation parameters, and subsurface drainage.

Subsurface explorations will consist of drilling three hollow-stem auger borings near the abutments and at about mid-span of the existing bridge and advancing two Cone Penetrometer Test (CPT) soundings near the abutments. The borings and CPT soundings will extend to depths of about 100 to 150 feet below existing grade or to practical refusal. The borings and CPT soundings will be permitted with the County of San Diego and backfilled in general compliance with the State of California requirements.

It is assumed that the City of San Diego will allow one of the West Mission Bay Drive lanes along the existing bridge and the bicycle/pedestrian path near the north abutment to be closed temporarily during the field explorations. Such closures will require City of Diego right-of-way encroachment and traffic control permits.

The SPGR will include the following:

- Project Location
- Subsurface Exploration
- Laboratory Testing
- Summary of Site Geology and Subsurface Conditions
- Preliminary Seismic Study
- Scour Evaluation
- Corrosion Evaluation
- Earthwork Recommendations
- Preliminary Foundation Recommendations
- Evaluation of Tie-back Wall Feasibility below the I-8 Undercrossing

Deliverable: Draft Structures Preliminary Geotechnical Report

150.15.30.10 Structures Preliminary Hydraulics Report (PHR)

Civil Subconsultant: Prepare a PHR conforming to the Caltrans Bridge Design Specifications, Bridge Memo to Designers, and other applicable Caltrans policies and procedures. The report will include a brief description of the hydrology, constraints or requirements which influence the selection of available alternatives, and hydrological calculations. Calculations will cover flow velocities, water surface elevations, backwater, scour depth, and tidal influences.

Note: This work assumes the analysis is for scour depth in the local vicinity. If the scour analysis limits needs to be performed further upstream, then additional costs will be incurred.

Deliverable: Draft Structures PHR as part of the Preliminary Engineering Report

150.15.30.15 Structures Preliminary Architectural and Aesthetics Report (PAAR)

Prepare a PAAR through development of conceptual diagrams and concept descriptions for bridge alternatives. Up to four bridge concepts will be prepared. Each concept will consist of a 3-dimensional computer graphic model of the bridge and surrounding area with details sufficient to graphically illustrate the concepts in the form of 3-D vignettes/renderings, plans, sections and elevations. Design sketches will be prepared for each alternative to illustrate the aesthetic treatment. Concepts will be coordinated with and presented to the City of San Diego. Concepts will be ranked and the preferred alternative selected based on predetermined criteria.

Landscape Subconsultant: Evaluate each alternative to determine appropriate architectural treatments or other enhancements for retaining walls, bridge components, lighting, slope paving, rock revetments, grading, paving and other amenities.

Architecture Subconsultant: Develop 3-D computer graphic model and renderings. Prepare design sketches for each alternative to illustrate the aesthetic treatment.

Deliverable: Draft Preliminary Architectural and Aesthetics Report as part of the Preliminary Engineering Report

150.15.30.20 Structures Preliminary Maintenance Report (PMR)

Review and discuss the anticipated maintenance required for the alternatives. Estimated life-cycle maintenance cost and maintenance accessibility will be documented.

Deliverable: Draft Structures PMR as part of the Preliminary Engineering Report

150.15.30.25 Structures Preliminary Construction Plan (PCP)

Construction staging and methods will be evaluated for each alternative. Items will include construction staging areas, traffic staging, pile construction, and abutment, pier and superstructure construction. Wet construction methods such as earthen berms, construction trestles, barges and cofferdams will also be evaluated.

Civil Subconsultant: Evaluate traffic staging. Provide written summary for PCP.

Geotechnical Subconsultant: Evaluate pile construction. Provide written summary for PCP.

Deliverable: Draft Preliminary Construction Plan as part of the Preliminary Engineering Report

150.15.30.26 Superstructure Study Report

A report will be prepared that studies viable superstructure alternatives. The superstructure alternatives to be included are:

- Cast-in-Place Prestressed Box Girder
- Precast Girder
- Spliced Precast Girder
- Steel Girder

For each superstructure type item such as structure depth, span length and layout, hinge layout, and maintenance will be reviewed and optimized. Construction method and cost for each type will be studied including the requirement of special construction equipment or trestles. Compatibility of each structure type with proposed aesthetic theme for the project will be documented. The recommended superstructure type will be provided.

Contractors and fabricators having experience with the alternatives reviewed will be consulted to identify alternative advantages and issues. Local contractors will also be consulted to evaluate local experience with the alternatives reviewed in order to establish alternative cost and feasibility for the project.

Architecture Subconsultant: Provide input on superstructure aesthetics

Deliverable: Superstructure Study Report as part of the Preliminary Engineering Report

150.13.30.27 Substructure Study Report

A report will be prepared that studies viable substructure alternatives. The report will be split into the following sections:

- Piers
- Foundations

Four pier types will be studied. Topics for consideration will include:

- Aesthetics
- Compatibility with Superstructure
- Seismic Performance
- Hydraulic Conditions (tidal and stream)
- Construction Methods
- Cost

Architecture Subconsultant: Provide input on pier aesthetics

Four foundation alternatives will be studied, which are anticipated to be Driven Concrete Pile, Driven Steel Pile, Cast-in-Drilled Hole (CIDH) Pile, and Cast-in-Steel Shell (CISS) Pile. Issues to be evaluated will include:

- Soil Properties
- Seismic Performance
- Construction Methods
- Cost

Geotechnical Subconsultant: Provide input on foundation feasibility and constructability issues.

Contractors and fabricators will be consulted to identify advantages and issues associated with each pier and foundation alternative, and to establish cost and feasibility.

Deliverable: Substructure Study Report as part of the Preliminary Engineering Report

150.15.30.30 Structures Advance Planning Report (APR)

A Structures Advanced Planning Report will be prepared conforming to the guidelines set forth in the Caltrans Memos to Designers. The report will document the project scope, alternatives developed and cost of structure work. Structure costs will be determined on a per square foot basis. Discussion on structure construction and aesthetics will be included as well as completed APS checklists for each alternative.

Deliverable: Draft Structures APR as part of the Preliminary Engineering Report

150.15.35 Multimodal Review

Civil Subconsultant: Develop pedestrian and bicycle circulation concepts for each of the study alternatives. Concepts will be developed in conjunction with the project Landscape Architect. Review impacts to bicycle paths by construction activities.

Landscape Subconsultant: Provide design input for visual quality and architectural treatment of the proposed improvements.

Environmental Subconsultant: Provide assistance to Consultant in preparation of above.

150.15.40 Hydraulic Review

Civil Subconsultant: Review as-built documentation to determine existing storm drain facilities. Field inspect storm drain facilities to verify their location and condition.

150.15.45 Traffic Capacity Analysis

Civil Subconsultant: Conduct traffic capacity analysis for the project area roadways and intersections utilizing methodologies described in the Highway Capacity Manual and Highway Design Manual for signalized intersections, unsignalized intersections, freeway segments and weaving sections.

The following alternatives will be analyzed:

- No project alternative (existing/2030)
- West Mission Bay Drive – 2 lanes northbound /4 lanes southbound alternative
- West Mission Bay Drive – 3 lanes northbound /4 lanes southbound alternative
- West Mission Bay Drive – 2 lanes northbound /3 lanes southbound alternative
- West Mission Bay Drive – 3 lanes northbound /3 lanes southbound alternative

Results of the analysis will be incorporated within the project traffic study.

150.15.50 Traffic Studies

Civil Subconsultant: Prepare traffic study to include 20-year design needs and Caltrans ILV methodology for intersections. Associated transit needs, system analysis, and studies to support this effort are assumed to be provided by SANDAG.

The following alternatives will be included:

- No project alternative (existing/2030)
- West Mission Bay Drive – 2 lanes northbound /4 lanes southbound alternative
- West Mission Bay Drive – 3 lanes northbound /4 lanes southbound alternative
- West Mission Bay Drive – 2 lanes northbound /3 lanes southbound alternative
- West Mission Bay Drive – 3 lanes northbound /3 lanes southbound alternative

Data Collection

- A. Obtain and review any recent traffic studies within the project area from the City of San Diego and Caltrans.
- B. Obtain and review relevant community plans within the project area from the City of San Diego (Mission Bay Master Plan).
- C. Obtain any recent traffic counts (Adds and peak hour intersection counts) from City of San Diego and Caltrans count records.
- D. Verify existing site data in terms of surrounding street system, parking and traffic control type at the project area intersections.
- E. If recent intersection traffic counts are not available within the project area, conduct AM and PM peak hour traffic counts during typical weekday and weekend and during both a non-summer and a summer month.

The following intersections will be included:

- Perez Cove Way/Mission Bay Drive
- WB I-8 ramps/Mission Bay Drive
- EB I-8/ramp W. Mission Bay Drive
- Ollie Street/Mission Bay Drive
- Channel Way/W. Mission Bay Drive
- Sports Arena Blvd/Mission Bay Drive
- Eleven (11) additional ramp locations along Mission Blvd between Sports Arena Blvd and Perez Cove Way

- F. If recent ADT counts are not available within the project area, conduct 48-hour machine counts during a typical weekday and weekend and during both a non-summer and a summer month.

The following roadways will be included:

- Mission Bay Drive between I-8 and Sea World Drive
- Mission Bay Drive between I-8 and Sports Arena Blvd
- Mission Bay Drive between Sunset Cliffs Blvd and West Mission Bay Drive
- Mission Bay Drive between West Mission Bay Drive and Perez Cove Way
- Sunset Cliffs Blvd between I-8 and Mission Bay Drive
- Sea World Drive between Mission Bay Drive and Sea World Way
- West Point Loma Blvd, just west of Midway Drive
- West Point Loma Blvd, just east of Midway Drive
- Midway Drive, just south of Sports Arena Blvd

- G. Obtain any recent available traffic data and any relevant information from City of San Diego and Caltrans records regarding peak traffic conditions within the project area, with respect to local traffic special events/activities, Sea World traffic, summer beach traffic, seasonal patterns, etc.

Existing Analysis

- A. Conduct existing AM/PM peak hour intersection analysis at the study intersections using the 2000 Highway Capacity Manual (HCM) methodologies and Caltrans ILV method at the interchange and project intersections. Report intersection levels of services (LOS) and ILV status.
- B. Conduct existing street segment analysis at the study roadways using the City of San Diego's Roadway Classification Table (Table 2 of City of San Diego Traffic Impact Study Manual) and report street segment LOSs.
- C. Conduct existing AM/PM weaving analysis along the segment of W. Mission Bay Drive, just north of the I-8 westbound ramps for the southbound direction using the 2000 HCM methodologies.
- D. Conduct an existing freeway segment analysis of I-8, just east and west of W. Mission Bay Drive utilizing the 2000 HCM methodologies.
- E. Conduct an existing ramp metering analysis at the I-8/W. Mission Bay Drive utilizing Caltrans District 11 Ramp Metering Analysis methodologies.
- F. Based on all the traffic data obtained, identify peak traffic conditions (AM/PM peak hour typical weekday and weekend traffic, AM/PM peak hour summer traffic and AM/PM peak hour special event traffic).
- G. Based on all the traffic data obtained, identify existing traffic circulation patterns within the project area.

Near-term Analysis - 2 Lanes NB/4 Lanes SB Alternative

- A. Conduct post-project AM/PM peak hour intersection analysis at the study intersections using the 2000 Highway Capacity Manual (HCM) methodologies and Caltrans ILV method at the interchange. Report intersection levels of services (LOS) and ILV status.
- B. Conduct post project street segment analysis at the study roadways using the City of San Diego's Roadway Classification Table (Table 2 of City of San Diego Traffic Impact Study Manual) and report street segment LOS's.
- C. Conduct post-project AM/PM weaving analysis along the segment of W. Mission Bay Drive, just north of the I-8 westbound ramps for the southbound direction using the 2000 HCM methodologies.
- D. Conduct a post-project freeway segment analysis of I-8, just east and west of W. Mission Bay Drive utilizing the 2000 HCM methodologies.
- E. Conduct a post-project ramp metering analysis at the I-8/W. Mission Bay Drive on-ramps utilizing Caltrans District 11 Ramp Metering Analysis methodologies.
- F. Determine if there are any significant traffic impacts due to post project operations.
- G. Identify mitigation measures for any significant traffic impacts calculated.

Near-term Analysis - 3 Lanes NB/4 Lanes SB Alternative

- A. Conduct post-project AM/PM peak hour intersection analysis at the study intersections using the 2000 Highway Capacity Manual (HCM) methodologies and Caltrans ILV method at the interchange. Report intersection levels of services (LOS) and ILV status.
- B. Conduct post project street segment analysis at the study roadways using the City of San Diego's Roadway Classification Table (Table 2 of City of San Diego Traffic Impact Study Manual) and report street segment LOS's.
- C. Conduct post-project AM/PM weaving analysis along the segment of W. Mission Bay Drive, just north of the I-8 westbound ramps for the southbound direction using the 2000 HCM methodologies.
- D. Conduct a post-project freeway segment analysis of I-8, just east and west of W. Mission Bay Drive utilizing the 2000 HCM methodologies.
- E. Conduct a post-project ramp metering analysis at the I-8/W. Mission Bay Drive on-ramps utilizing Caltrans District 11 Ramp Metering Analysis methodologies.
- F. Determine if there are any significant traffic impacts due to post project operations.
- G. Identify mitigation measures for any significant traffic impacts calculated.

Near-term Analysis - 2 Lanes NB/3 Lanes SB Alternative

- A. Conduct post-project AM/PM peak hour intersection analysis at the study intersections using the 2000 Highway Capacity Manual (HCM) methodologies and Caltrans ILV method at the interchange. Report intersection levels of services (LOS) and ILV status.
- B. Conduct post project street segment analysis at the study roadways using the City of San Diego's Roadway Classification Table (Table 2 of City of San Diego Traffic Impact Study Manual) and report street segment LOS's.
- C. Conduct post-project AM/PM weaving analysis along the segment of W. Mission Bay Drive, just north of the I-8 westbound ramps for the southbound direction using the 2000 HCM methodologies.
- D. Conduct a post-project freeway segment analysis of I-8, just east and west of W. Mission Bay Drive utilizing the 2000 HCM methodologies.
- E. Conduct a post-project ramp metering analysis at the I-8/W. Mission Bay Drive on-ramps utilizing Caltrans District 11 Ramp Metering Analysis methodologies.
- F. Determine if there are any significant traffic impacts due to post project operations.
- G. Identify mitigation measures for any significant traffic impacts calculated.

Near-term Analysis - 3 Lanes NB/3 Lanes SB Alternative

- A. Conduct post-project AM/PM peak hour intersection analysis at the study intersections using the 2000 Highway Capacity Manual (HCM) methodologies and Caltrans ILV method at the interchange. Report intersection levels of services (LOS) and ILV status.

- B. Conduct post project street segment analysis at the study roadways using the City of San Diego's Roadway Classification Table (Table 2 of City of San Diego Traffic Impact Study Manual) and report street segment LOS's.
- C. Conduct post-project AM/PM weaving analysis along the segment of W. Mission Bay Drive, just north of the I-8 westbound ramps for the southbound direction using the 2000 HCM methodologies.
- D. Conduct a post-project freeway segment analysis of I-8, just east and west of W. Mission Bay Drive utilizing the 2000 HCM methodologies.
- E. Conduct a post-project ramp metering analysis at the I-8/ W. Mission Bay Drive on-ramps utilizing Caltrans District 11 Ramp Metering Analysis methodologies.
- F. Determine if there are any significant traffic impacts due to post project operations.
- G. Identify mitigation measures for any significant traffic impacts calculated.

2030 Analysis – No Project Alternative

- A. Obtain 2030 ADT's, intersection volumes and street classification for the project area from City of San Diego records and/or approved traffic model.
- B. Conduct 2030 AM/PM peak hour intersection analysis at the study intersections using the 2000 Highway Capacity Manual (HCM) methodologies and Caltrans ILV method at the interchange. Report intersection levels of services (LOS) and ILV status.
- C. Conduct 2030 street segment analysis at the study roadways using the City of San Diego's Roadway Classification Table (Table 2 of City of San Diego Traffic Impact Study Manual) and report street segment LOS's.
- D. Conduct 2030 AM/PM weaving analysis along the segment of W. Mission Bay Drive, just north of the I-8 westbound ramps for the southbound direction using the 2000 HCM methodologies.
- E. Conduct a 2030 freeway segment analysis of I-8, just east and west of W. Mission Bay Drive utilizing the 2000 HCM methodologies.
- F. Conduct a 2030 ramp metering analysis at the I-8/W. Mission Bay Drive on-ramps utilizing Caltrans District 11 Ramp Metering Analysis methodologies.
- G. Determine if there are any significant traffic impacts due to 2030 operations.
- H. Identify mitigation measures for any significant traffic impacts calculated.

2030 Analysis - Near-term Analysis - 2 Lanes NB/4 Lanes SB Alternative

- A. Obtain 2030 ADT's, intersection volumes and street classification for the project area from City of San Diego records and/or approved traffic model.
- B. Conduct 2030 AM/PM peak hour intersection analysis at the study intersections using the 2000 Highway Capacity Manual (HCM) methodologies and Caltrans ILV method at the interchange. Report intersection levels of services (LOS) and ILV status.

- C. Conduct 2030 street segment analysis at the study roadways using the City of San Diego's Roadway Classification Table (Table 2 of City of San Diego Traffic Impact Study Manual) and report street segment LOS's.
- D. Conduct 2030 AM/PM weaving analysis along the segment of W. Mission Bay Drive, just north of the I-8 westbound ramps for the southbound direction using the 2000 HCM methodologies.
- E. Conduct a 2030 freeway segment analysis of I-8, just east and west of W. Mission Bay Drive utilizing the 2000 HCM methodologies.
- F. Conduct a 2030 ramp metering analysis at the I-8/W. Mission Bay Drive on-ramps utilizing Caltrans District 11 Ramp Metering Analysis methodologies.
- G. Determine if there are any significant traffic impacts due to 2030 operations.
- H. Identify mitigation measures for any significant traffic impacts calculated.

2030 Analysis - Near-term Analysis -3 Lanes NB/4 Lanes SB Alternative

- A. Obtain 2030 ADT's, intersection volumes and street classification for the project area from City of San Diego records and/or approved traffic model.
- B. Conduct 2030 AM/PM peak hour intersection analysis at the study intersections using the 2000 Highway Capacity Manual (HCM) methodologies and Caltrans ILV method at the interchange. Report intersection levels of services (LOS) and ILV status.
- C. Conduct 2030 street segment analysis at the study roadways using the City of San Diego's Roadway Classification Table (Table 2 of City of San Diego Traffic Impact Study Manual) and report street segment LOS's.
- D. Conduct 2030 AM/PM weaving analysis along the segment of W. Mission Bay Drive, just north of the I-8 westbound ramps for the southbound direction using the 2000 HCM methodologies.
- E. Conduct a 2030 freeway segment analysis of I-8, just east and west of W. Mission Bay Drive utilizing the 2000 HCM methodologies.
- F. Conduct a 2030 ramp metering analysis at the I-8/W. Mission Bay Drive on-ramps utilizing Caltrans District 11 Ramp Metering Analysis methodologies.
- G. Determine if there are any significant traffic impacts due to 2030 operations.
- H. Identify mitigation measures for any significant traffic impacts calculated.

2030 Analysis - Near-term Analysis - 2 Lanes NB/3 Lanes SB Alternative

- A. Obtain 2030 ADT's, intersection volumes and street classification for the project area from City of San Diego records and/or approved traffic model.
- B. Conduct 2030 AM/PM peak hour intersection analysis at the study intersections using the 2000 Highway Capacity Manual (HCM) methodologies and Caltrans ILV method at the interchange. Report intersection levels of services (LOS) and ILV status.

- C. Conduct 2030 street segment analysis at the study roadways using the City of San Diego's Roadway Classification Table (Table 2 of City of San Diego Traffic Impact Study Manual) and report street segment LOS's.
- D. Conduct 2030 AM/PM weaving analysis along the segment of W. Mission Bay Drive, just north of the I-8 westbound ramps for the southbound direction using the 2000 HCM methodologies.
- E. Conduct a 2030 freeway segment analysis of I-8, just east and west of W. Mission Bay Drive utilizing the 2000 HCM methodologies.
- F. Conduct a 2030 ramp metering analysis at the I-8/W. Mission Bay Drive on-ramps utilizing Caltrans District 11 Ramp Metering Analysis methodologies.
- G. Determine if there are any significant traffic impacts due to 2030 operations.
- H. Identify mitigation measures for any significant traffic impacts calculated.

2030 Analysis - Near-term Analysis - 3 Lanes NB/3 Lanes SB Alternative

- A. Obtain 2030 ADT's, intersection volumes and street classification for the project area from City of San Diego records and/or approved traffic model.
- B. Conduct 2030 AM/PM peak hour intersection analysis at the study intersections using the 2000 Highway Capacity Manual (HCM) methodologies and Caltrans ILV method at the interchange. Report intersection levels of services (LOS) and ILV status.
- C. Conduct 2030 street segment analysis at the study roadways using the City of San Diego's Roadway Classification Table (Table 2 of City of San Diego Traffic Impact Study Manual) and report street segment LOS's.
- D. Conduct 2030 AM/PM weaving analysis along the segment of W. Mission Bay Drive, just north of the I-8 westbound ramps for the southbound direction using the 2000 HCM methodologies.
- E. Conduct a 2030 freeway segment analysis of I-8, just east and west of W. Mission Bay Drive utilizing the 2000 HCM methodologies.
- F. Conduct a 2030 ramp metering analysis at the I-8/W. Mission Bay Drive on-ramps utilizing Caltrans District 11 Ramp Metering Analysis methodologies.
- G. Determine if there are any significant traffic impacts due to 2030 operations.
- H. Identify mitigation measures for any significant traffic impacts calculated.

Construction Analysis

- A. Conduct AM/PM peak hour intersection analysis at the study intersections using the 2000 Highway Capacity Manual (HCM) methodologies and Caltrans ILV method at the interchange for up to (2) two bridge widening construction stages.
- B. Conduct street segment analysis at the study roadways using the City of San Diego's Roadway Classification Table (Table 2 of City of San Diego Traffic Impact Study Manual) for up to (2) two bridge widening construction stages.

- C. Determine if there are any significant traffic impacts due to each construction phase (lane closures, detours, ramp closures, etc.).
- D. Identify mitigation measures for any significant traffic impacts.

Traffic Studies Report

- A. Prepare a draft report with required tables and exhibits for City, SANDAG and Caltrans review; screencheck report for City and SANDAG review.
- B. Revise draft report based upon City, SANDAG and Caltrans editorial comments and resubmit a final report to the City, SANDAG and Caltrans.

150.15.55 Construction Estimates

Construction Opinion of Probable Costs will be prepared for each project alternative in Caltrans 11-page format. Preliminary estimates of probable bridge construction costs for the alternatives reviewed will be based on average historic cost data for similar structure types.

The following costs will be included as appropriate:

- Bridge construction
- Reconstruction of existing features
- Right-of-way costs, including utility relocation
- Mitigation costs for hazardous materials and other environmental impacts
- Roadway improvements
- Noise barriers
- Retaining walls
- Storm drains
- Traffic control
- Landscaping
- Architectural enhancements

Consultant: Provide cost estimate for structure items.

Civil Subconsultant: Provide cost estimate for right-of-way costs, utility relocation, roadway improvements, storm drains, and traffic control.

Environmental Subconsultant: Provide estimates of probable environmental mitigation costs for input to the Construction Opinion of Probable Costs for each project alternative for the following items:

- Noise barriers
- Biological mitigation
- Hazardous materials
- Visual mitigation

Landscape Subconsultant: Provide cost estimate for landscaping.

Architecture Subconsultant: Provide cost estimate for architectural enhancements.

Deliverable: APS cost estimates for each alternative.

150.15.60 Preliminary Transportation Management Plan (TMP)

Civil Subconsultant: Prepare a preliminary Transportation Management Plan (TMP) for the proposed project utilizing relevant traffic data from the project traffic study. TMP strategies will be identified and coordinated with relevant Caltrans TMP staff (DTM, TMC, Public Relations Officer, etc). Necessary lane closure charts will also be obtained from Caltrans.

TMP elements and results will be summarized in a report with supporting text, exhibits and tables and submitted to Caltrans for review and comment.

Deliverable: TMP Report

150.20 Preliminary Environmental Analysis Report (PEAR)

Environmental Subconsultant: Provide input to the PEAR on the potential environmental impacts of each alternative, as well as potential mitigation costs, and prepare the following:

- A draft Purpose and Need Statement in conformance with guidance provided in Volume I, Chapter 3 of the Caltrans Environmental Handbook, and the September 1990 FHWA Memorandum entitled "Purpose and Need" in Environmental Documents. The Purpose and Need Statement will be submitted to City staff for review. Subsequent to City review, a set of revisions will be incorporated.
- A PEAR for each of the study alternatives.
- An inventory of environmental resources and a list of the potential project issues or impacts that could significantly delay the project or affect the viability of any project alternative. This effort will be based on the technical studies already prepared and no new analysis or field review will be required. The range of technical studies required for the project was determined based on a review of the Preliminary Environmental Studies Form previously prepared for the West Mission Bay Bridge Project. Determine if any additional studies are needed to complete the environmental clearance.
- Determine if any additional studies are needed to complete the environmental clearance.
- Determine the type of environmental clearance proposed and a tentative schedule for its completion. Revise the PEAR based on comments received from the City and Caltrans and submit the revised PEAR to the City, Caltrans and the FHWA (via Caltrans) for review.

Environmental Subconsultant: Perform the following technical analyses in support of the PEAR:

- Initial Noise Study (150.20.05)
- Hazardous Waste Initial Site Assessment (150.20.10)
- Initial NEPA/404 Coordination (150.20.20)

- Initial Biology Study (150.20.25)
- Initial Records and Literature Search for Cultural Resources (150.20.30)
- Initial Community Impact Analysis, Land Use, and Growth Studies (150.20.40)
- Initial Air Quality Study (150.20.45)
- Initial Water Quality Studies (150.20.50)
- Initial Floodplain Study (150.20.55)
- Initial Paleontology Study (150.20.65)
- Initial Native American Coordination (150.20.70)

Environmental Subconsultant: Perform above task with the following assumptions and exclusions:

- A Memorandum of Understanding for the NEPA and Section 404 Integration Process for Surface Transportation Projects are not included within this scope of work.
- The project and limits of disturbance addressed in the technical studies submitted in February 2001 remains the same.
- Revisions to the current technical reports are not included within this scope of work.
- Up to two revisions to the PEAR will be made – one revision would include addressing a set of comments from all relevant City departments and one revision would include addressing a set of comments from all relevant Caltrans departments/divisions.
- This scope of work does not include the preparation of the CEQA/NEPA checklist form.

150.20.15 Scenic Resource and Landscape Architecture Review

Landscape Subconsultant: Prepare a preliminary landscape concept for each design alternative illustrating the proposed integration with the surrounding landscape, visual mitigation, and enhancement, wetland revegetation, and other landscape features.

Environmental Subconsultant: Provide assistance in preparation of above.

150.25 Approved Preliminary Engineering Report (PSR Equivalent)

150.25.05 Draft Preliminary Engineering Report

A Draft Preliminary Engineering Report (PSR Equivalent) will be developed from the engineering and environmental studies conducted in tasks 150.05, 150.10, 150.15 and 150.20.

Deliverable: Draft Preliminary Engineering Report

150.25.10 Approved Exceptions to Design Standards Development

Civil Subconsultant: Determine Mandatory and Advisory Design Exceptions through preliminary engineering studies and analysis. Initial findings of non-standard design will be coordinated and approved by Caltrans and the City.

150.25.20 Draft Preliminary Engineering Report Circulation and Review

Consultant will submit the Draft Preliminary Engineering Report to the City of San Diego for review.

Consultant and subconsultants: Respond to City's comments and update and resubmit the Preliminary Engineering Report for final approval by the City.

Deliverable: Written response to City's review comments

150.25.25 Storm Water Data Report

Civil Subconsultant: Develop the Storm Water Data Report

Deliverable: Storm Water Data Report as part of the Preliminary Engineering Report

150.25.30 Cost Estimates and Design Exceptions

150.25.30.05 Cost Estimates for Alternatives

Construction cost estimates developed in Task 150.15.55 will be reviewed and updated if appropriate.

Consultant: Review and update cost estimate for structure items.

Civil Subconsultant: Review and update cost estimate for right-of-way costs, utility relocation, roadway improvements, storm drains, and traffic control.

Landscape Subconsultant: Review and update cost estimate for landscaping.

Architecture Subconsultant: Review and update cost estimate for architectural enhancements.

Deliverable: Cost estimates for the study alternatives will be included as part of the Preliminary Engineering Report

150.25.30.10 Fact Sheet for Exceptions to Design Standards

Civil Subconsultant: Upon approval from Caltrans and the City of the found design exceptions, prepare Mandatory and/or Advisory Design Exception Fact Sheets as deemed necessary. It is assumed that no more than three design exceptions will be included in the reports. Additional costs will be incurred if additional design exceptions need to be included.

150.35 Identification of Required Permits for PID

Environmental Subconsultant: This activity includes all work, normally required prior to approval of the combined PR/PSSR, in order to determine what permits may or may not be required. A list will be prepared of the specific permits that are required and from what

agency; and/or a memo to file of what permits were considered but not pursued and for what reason.

150.40 Obtainment of Required Permits for PID

Environmental Subconsultant: Perform all work involved in obtaining permits for combined Geotechnical Analysis and Investigation, including:

- Discussions and negotiations with the permitting agency
- Preparation of the permit and attachments such as exhibits, maps, etc.
- Obtain funds from the City for any required permit fee

Guidance: Caltrans PEAR Handbook

Environmental Subconsultant: Perform above task with the following assumptions and exclusions:

- Support at one meeting with Caltrans staff is included
- Hydrology, Geotechnical, Transportation, Traffic, Utilities, and Service Systems topics to be addressed by other subconsultants
- Base map of project area and limits of impact will be delineated by others and will include an aerial photograph
- Separate PES or PEAR reports for project alternatives will not be required
- Construction cost estimates, if required, will be provided by others

150.45 Base Maps and Plan Sheets for PID

Civil Subconsultant: Prepare conceptual exhibits for each project alternative depicting the proposed improvements. Exhibits will be 11" x 17" and prepared at a scale suitable to notice the existing features as well as the proposed improvements. Exhibits will also be prepared depicting the typical cross section(s) for each proposed project alternative.

Environmental Subconsultant: Provide assistance to Consultant in preparation of above.

155 Permit Engineering Evaluation Report (PEER)

Since the work within State right-of-way is limited, Caltrans has indicated that a PEER may be adequate to get approval for the project. Thus, a PEER will be prepared for the purpose of obtaining an Encroachment Permit for work that is within Caltrans right-of-way. Elements developed for use in the PSR Equivalent document, such as Advance Planning Studies and Foundation Reports will be utilized for producing the PEER.

However, after initial review of the Draft PEER, Caltrans may determine that a higher level document is required. If this occurs, it is anticipated that the Preliminary Engineering Report can be revised to comply with Caltrans PSR requirements and submitted to Caltrans for review. The work associated with upgrading the Preliminary Engineering Report to a PSR and processing it through Caltrans is not included in the scope of work.

155.05 Draft PEER

The PEER documents the engineering analysis of the proposed work including drainage, maintenance, operation, liability and environmental impact on the state highway system. The PEER will be prepared in Caltrans format.

Environmental Subconsultant: Provide assistance to Consultant in preparation of above. Identify and delineate impacts that are within Caltrans right-of-way.

Deliverable: Draft PEER

155.10 Caltrans Circulation

Submit PEER to Caltrans Permit Engineer for review and approval. Assemble list of contacts within Caltrans District 11 and Office of Special Funded Projects (OSFP) for deliverable distribution and project coordination.

It is anticipated that in addition to OSFP, design reviews will be performed by the following Caltrans functional units:

- Office of Geotechnical Services
- Structure Design
- Structure Construction
- Structures Maintenance
- Earthquake Engineering
- Structures Specifications
- Bridge Architecture and Aesthetics

The Caltrans Liaison Engineer will determine if other Caltrans units should be involved in review.

Environmental Subconsultant: Provide assistance to Consultant in preparation of above.

155.15 Final PEER

Respond to Caltrans comments and finalize PEER.

Environmental Subconsultant: Provide assistance to Consultant in preparation of above.

Deliverable: Final PEER

155.20 Encroachment Permit

Submit application for and obtain encroachment permit.

Environmental Subconsultant: Provide assistance to Consultant in preparation of above.

Deliverable: Encroachment permit

240 Structure Type Selection

It is anticipated that structure type selection will be performed as part of the PID phase. Structure type selection will be performed to choose the most viable structure type and get accurate estimates of environmental impacts. The preferred structure type will be carried forward and refined during the PA&ED phase of the project.

240.55 Draft Foundation Plan

Prepare draft foundation plan for the selected structure.

Geotechnical Subconsultant: Review the draft foundation plan for general conformance with the recommendations from the geotechnical investigation.

Deliverable: Draft Foundation Plan as part of the Structure Type Selection Report

240.75 Draft General Plan

This task includes the preparation of the Draft General Plan, General Plan Estimate and Structure Type Selection Report.

240.75.05 Draft General Plan

Prepare the draft general plan sheet for the selected structure .

Deliverable: Draft General Plan as part of the Structure Type Selection Report

240.75.10 General Plan Estimate

Prepare a general plan level construction cost estimate for selected structure.

Deliverable: General Plan Estimate on standard Caltrans GP Estimate Format. This will be submitted as part of the Structure Type Selection Report

240.75.15 Structure Type Selection Report

A Structure Type Selection Report will be prepared. The report will include the Draft Foundation Plan, Draft General Plan and General Plan Estimate. Issues that will be addressed include:

- Cost
- Aesthetics
- Constructability
- Impacts to traffic
- Environmental impacts

Deliverable: Structure Type Selection Report

VI. Fee

We propose to provide the services outlined above for a lump-sum, fixed fee of \$1,834,417, as detailed in the attached Exhibit B, "Fee Proposal." Charges for design services will be billed monthly based on the percentage of work complete. Work will not be performed in excess of our estimated fee without written authorization from the City.

VII. Project Duration

Design fees are based on a project duration of no more than 18 months, commencing in June 2008 and ending by December 2009. Should the scope of work extend into subsequent years, the fees for outstanding efforts will be adjusted by 5% per year effective January 1st of each year.

Consultant: TY Lin International (PM)
Activity: Project Management

WBS Code	Description	Estimated Labor Hours					Labor Totals	
		Project Manager	Project Engineer	Design Engineer	Bridge Detailer	Admin	Hours	Amount
100	Project Management							
100.05	Project Management - PID Component							
100.05.01	Project Meetings	116					116	\$21,460
100.05.02	Project Coordination	220					220	\$40,700
100.05.03	Project Schedule	40					40	\$7,400
100.05.04	Risk Management Plan	60					60	\$11,100
100.05.05	Public Information Meetings	60					60	\$11,100
100.05.05.01	Public Meeting Exhibits	40					40	\$7,400
100.05.06	Progress Reports	30					30	\$5,550
100.05.07	QA / QC							
100.05.07.01	Environmental Studies Quality Control	110					110	\$20,350
100.05.07.02	Engineering Subconsultant Quality Control	110					110	\$20,350
100.05.08	Project Setup and Scoping	60					60	\$11,100
100.06	Project Management - PEER Component							
100.06.01	Project Meetings	40					40	\$7,400
100.06.02	Project Coordination	80					80	\$14,800
100.06.03	Project Schedule	16					16	\$2,960
100.06.04	Progress Reports	15					15	\$2,775
100.06.05	QA / QC	80					80	\$14,800
100.10.99	Project Financial Plan							
100.10.99.01	Draft Financial Plan	40					40	\$7,400
100.10.99.02	Final Financial Plan	20					20	\$3,700
150	Preliminary Engineering Report (PSR Equivalent)							
150.05	Transportation Problem Definition and Site Assessment							
150.05.05	Review of Existing Reports, Studies, and Mapping							
150.05.10	Geological Hazards Review							
150.05.15	Utility Search							
150.05.20	Environmental Constraints Identification							
150.05.25	Traffic Forecasts/Modeling							
150.05.30	Surveys and Maps for PSR							
150.05.35	Problem Definition							
150.05.45	As-Built Centerline and Existing Right of Way							
150.05.99	Interim Potential Remediation Measures							
150.10	Initial Alternatives Development							
150.10.05	Public/Local Agency Input							
150.10.10	Value Analysis							
150.10.15	Concept Alternatives Development							
150.15	Alternatives Analysis							
150.15.05	Right of Way Data Sheets							
150.15.10	Utility Relocation Requirements Assessment							
150.15.30	Structures Advance Planning Study							
150.15.30.05	Structures Preliminary Geotechnical Report							
150.15.30.10	Structures Preliminary Hydraulics Report							
150.15.30.15	Structures Preliminary Architectural and Aesthetics Report							
150.15.30.20	Structures Preliminary Maintenance Report							
150.15.30.25	Structures Preliminary Construction Plan							
150.15.30.26	Superstructure Study Report							
150.15.30.27	Substructure Study Report							
150.15.30.30	Structures Advance Planning Report							
150.15.35	Multimodal Review							
150.15.40	Hydraulic Review							
150.15.45	Traffic Capacity Analysis							
150.15.50	Traffic Studies							
150.15.55	Construction Estimates							
150.15.60	Preliminary Transportation Management Plan							
150.20	Preliminary Environmental Analysis Report (PEAR)							
150.20.05	Initial Noise Study							
150.20.10	Hazardous Waste Initial Site Assessment							
150.20.15	Scenic Resource and Landscape Architecture Review							
150.20.20	Initial NEPA/404 Coordination							
150.20.25	Initial Biology Study							
150.20.30	Initial Records and Literature Search for Cultural Resources							
150.20.40	Initial Community Impact Analysis, Land Use & Growth Studies							
150.20.45	Initial Air Quality Study							
150.20.50	Initial Water Quality Studies							
150.20.55	Initial Floodplain Study							
150.20.60	Preliminary Environmental Analysis Report Preparation							
150.20.65	Initial Paleontology Study							
150.20.70	Initial Native American Coordination							
150.25	Approved Preliminary Engineering Report							
150.25.05	Draft Preliminary Engineering Report							
150.25.10	Approved Exceptions to Design Standards							
150.25.20	Draft Preliminary Engineering Report Circulation and Review							
150.25.25	Storm Water Data Report							
150.25.30	Cost Estimates and Design Exceptions							
150.25.30.05	Cost Estimates for Alternatives							
150.25.30.10	Fact Sheet for Exceptions to Design Standards							
150.35	Identification of Required Permits for PID							
150.40	Obtainment of Required Permits for PID							
150.45	Base Maps and Plan Sheets for PID							
155	Permit Engineering Evaluation Report (PEER)							
155.05	Draft PEER							
155.10	Caltrans Circulation							
155.15	Final PEER							
240	Structure Type Selection							
240.55	Draft Foundation Plan							
240.75	Draft General Plan							
240.75.05	General Plan Estimate							
240.75.10	General Plan Estimate							
240.75.15	Structure Type Selection Report							
Total Hours:		1137						
Rate:		\$165	\$145	\$125	\$110	\$50	1137	
Subtotal:		\$210,345						\$210,345

REIMBURSABLE EXPENSES

Travel	750	Miles @	\$0.55	\$413
Lodging/Meals	15	Nights @	\$100.00	\$1,500
Plan Reproduction		Copies @		
Photocopies		Each @		
Postage & Freight		Lumpsum @		
Other (Specify)				

Subtotal - REIMBURSABLE EXPENSES \$1,913

SUBCONSULTANT SERVICES

Subconsultant 1	
Subconsultant 2	
Subconsultant 3	
Subconsultant 4	
Subconsultant 5	

Subtotal - SUBCONSULTANT SERVICES

PHASE I TOTAL	TY Lin International (PM)	\$212,258
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Consultant: TY Lin International (Bridge)
Activity: Bridge Engineering

WBS Code	Description	Estimated Labor Hours						Labor Totals	
		Project Manager	Project Engineer	Design Engineer	Constr. Engineer	Bridge Detailer	Admin	Hours	Amount
100	Project Management								
100.05	Project Management - PID Component								
100.05.01	Project Meetings		86					86	\$12,470
100.05.02	Project Coordination			80				80	\$11,600
100.05.03	Project Schedule		16					16	\$2,320
100.05.04	Risk Management Plan		16					16	\$2,320
100.05.05	Public Information Meetings		24					24	\$3,480
100.05.05.01	Public Meeting Exhibits							104	\$12,880
100.05.06	Progress Reports		24	40					
100.05.07	QA / QC								
100.05.07.01	Environmental Studies Quality Control			40				40	\$5,800
100.05.07.02	Engineering Subconsultant Quality Control			40				40	\$5,800
100.05.08	Project Setup and Scoping		120					120	\$17,400
100.06	Project Management - PEER Component								
100.06.01	Project Meetings		30					30	\$4,350
100.06.02	Project Coordination		80					80	\$11,600
100.06.03	Project Schedule		16					16	\$2,320
100.06.04	Progress Reports								
100.06.05	QA / QC		40					40	\$5,800
100.10.99	Project Financial Plan								
100.10.99.01	Draft Financial Plan		100	80				180	\$24,500
100.10.99.02	Final Financial Plan		24	24				48	\$6,480
150	Preliminary Engineering Report (PEER Equivalent)								
150.05	Transportation Problem Definition and Site Assessment								
150.05.05	Review of Existing Reports, Studies, and Mapping		24					24	\$3,480
150.05.10	Geological Hazards Review		4					4	\$580
150.05.15	Utility Search		8					8	\$1,160
150.05.20	Environmental Constraints Identification		8					8	\$1,160
150.05.25	Traffic Forecasts/Modeling		2					2	\$290
150.05.30	Surveys and Maps for PSR		4					4	\$580
150.05.35	Problem Definition		8					8	\$1,160
150.05.45	As-Built Centerline and Existing Right of Way		4					4	\$580
150.05.99	Interim Potential Remediation Measures		40	40				80	\$10,800
150.10	Initial Alternatives Development								
150.10.05	Public/Local Agency Input		40					40	\$5,800
150.10.10	Value Analysis		80					80	\$11,600
150.10.15	Concept Alternatives Development		40					40	\$5,800
150.15	Alternatives Analysis		8					8	\$1,160
150.15.05	Right of Way Data Sheets		16					16	\$2,320
150.15.10	Utility Relocation Requirements Assessment		120	120				240	\$32,400
150.15.30	Structures Advance Planning Study		24	24		120		168	\$23,520
150.15.30.05	Structures Preliminary Geotechnical Report		24	24				48	\$6,480
150.15.30.10	Structures Preliminary Hydraulics Report		40	24		24		88	\$11,440
150.15.30.15	Structures Preliminary Architectural and Aesthetics Report		40	24		24		88	\$11,440
150.15.30.20	Structures Preliminary Maintenance Report		40	24		24		88	\$11,440
150.15.30.25	Structures Preliminary Construction Plan		40	40		24		104	\$14,112
150.15.30.26	Superstructure Study Report		120	120		120	16	376	\$46,560
150.15.30.27	Substructure Study Report		100	100		90	16	306	\$37,860
150.15.30.30	Structures Advance Planning Report		80	80		24	16	200	\$25,200
150.15.35	Multimodal Review		16					16	\$2,320
150.15.40	Hydraulic Review		16					16	\$2,320
150.15.45	Traffic Capacity Analysis		16					16	\$2,320
150.15.50	Traffic Studies		16					16	\$2,320
150.15.55	Construction Estimates		24					24	\$3,480
150.15.60	Preliminary Transportation Management Plan		8					8	\$1,160
150.20	Preliminary Environmental Analysis Report (PEAR)								
150.20.05	Initial Noise Study		4					4	\$580
150.20.10	Hazardous Waste Initial Site Assessment		4					4	\$580
150.20.15	Scenic Resource and Landscape Architecture Review		24					24	\$3,480
150.20.20	Initial NEPA/404 Coordination		4					4	\$580
150.20.25	Initial Biology Study		4					4	\$580
150.20.30	Initial Records and Literature Search for Cultural Resources		4					4	\$580
150.20.40	Initial Community Impact Analysis, Land Use & Growth Studies		4					4	\$580
150.20.45	Initial Air Quality Study		4					4	\$580
150.20.50	Initial Water Quality Studies		4					4	\$580
150.20.55	Initial Floodplain Study		4					4	\$580
150.20.60	Preliminary Environmental Analysis Report Preparation		8					8	\$1,160
150.20.65	Initial Paleontology Study		4					4	\$580
150.20.70	Initial Native American Coordination		4					4	\$580
150.25	Approved Preliminary Engineering Report								
150.25.05	Draft Preliminary Engineering Report		16	16		24	16	72	\$9,920
150.25.10	Approved Exceptions to Design Standards		4					4	\$580
150.25.20	Draft Preliminary Engineering Report Circulation and Review		40					40	\$5,800
150.25.25	Storm Water Data Report		4					4	\$580
150.25.30	Cost Estimates and Design Exceptions		4					4	\$580
150.25.30.05	Cost Estimates for Alternatives		24	24				48	\$6,480
150.25.30.10	Fact Sheet for Exceptions to Design Standards		4					4	\$580
150.35	Identification of Required Permits for PID		4					4	\$580
150.40	Obtainment of Required Permits for PID		32					32	\$4,640
150.45	Base Maps and Plan Sheets for PID		8					8	\$1,160
155	Permit Engineering Evaluation Report (PEER)								
155.05	Draft PEER		40	40		24	16	120	\$14,400
155.10	Caltrans Circulation		40					40	\$5,800
155.15	Final PEER		40	40		24	16	120	\$14,400
155.20	Encroachment Permit		24	24				48	\$6,480
240	Structure Type Selection								
240.55	Draft Foundation Plan		48	80		48		176	\$22,240
240.75	Draft General Plan		48	80		48		176	\$22,240
240.75.05	General Plan Estimate		20	60		32		112	\$15,360
240.75.10	Structure Type Selection Report		40	80			24	144	\$17,240
Total Hours:		2222	1224	1224	92	610	120	4268	
Rate:		\$185	\$145	\$125	\$155	\$110	\$60		
Subtotal:		\$322,190	\$153,000	\$153,000	\$14,280	\$67,100	\$7,200		\$568,750

REIMBURSABLE EXPENSES		
Travel	750	Miles @ \$0.55 \$413
Lodging/Meals	10	Nights @ \$50.00 \$500
Plan Reproduction	250	Prints @ \$3.00 \$750
Photocopies	3000	Copies @ \$0.15 \$450
Postage & Freight	100	Each @ \$25.00 \$2,500
Presentation Boards	10	Each @ \$50.00 \$500
Subtotal - REIMBURSABLE EXPENSES		\$5,113
SUBCONSULTANT SERVICES		
Subconsultant 1		
Subconsultant 2		
Subconsultant 3		
Subconsultant 4		
Subconsultant 5		
Subtotal - SUBCONSULTANT SERVICES		\$568,863

PHASE I TOTAL	TY Lin International (Bridge)	\$568,863
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Subconsultant: Rick Engineering
Activity: Civil Engineering

Task	Description	Estimated Labor Hours										Labor Totals	
		Principal-in-Charge	Project Manager	Project Engineer	Design Engineer	Drafter	Project Manager (Mapping)	Principal Survey Analyst	Project Manager (H2O)	H2O Resources Designer	3-Person Survey Crew	Hours	Amount
100	Project Management - PID Component												
100.05	Project Management											77	\$10,840
100.05.01	Project Meetings	15	46	16								71	\$10,000
100.05.02	Project Coordination	15	40	16								40	\$5,640
100.05.03	Project Schedule	8	24	8								36	\$5,000
100.05.04	Risk Management Plan	4	24	8								32	\$4,240
100.05.05	Public Information Meetings											34	\$4,440
100.05.05.01	Public Meeting Exhibits	2	16	16									
100.05.06	Progress Reports											64	\$9,020
100.05.07	QA / QC	12	40	12									
100.05.07.01	Environmental Studies Quality Control												
100.05.07.02	Engineering Subconsultant Quality Control												
100.05.08	Project Setup and Scoping												
100.06	Project Management - PEER Component											58	\$8,120
100.06.01	Project Meetings	12	30	16								58	\$8,120
100.06.02	Project Coordination	12	30	16									
100.06.03	Project Schedule												
100.06.04	Progress Reports												
100.06.05	QA / QC												
100.10.09	Project Financial Plan												
100.10.99.01	Draft Financial Plan												
100.10.99.02	Final Financial Plan												
150	Preliminary Engineering Report (PSR Equivalent)												
150.05	Transportation Problem Definition and Site Assessment											58	\$6,888
150.05.05	Review of Existing Reports, Studies, and Mapping	2	8	24	24								
150.05.10	Geological Hazards Review											59	\$5,526
150.05.16	Utility Search		1	2	24							4	\$500
150.05.20	Environmental Constraints Identification											64	\$11,000
150.05.25	Traffic Forecasts/Modeling			4								28	\$3,840
150.05.30	Surveys and Maps for PSR	2	18	8				60				92	\$11,540
150.05.35	Problem Definition	8										22	\$3,000
150.05.45	As-Built Centerline and Existing Right of Way											36	\$5,100
150.05.99	Interim Potential Remediation Measures											684	\$76,960
150.10	Initial Alternatives Development	2	12	8								29	\$3,158
150.10.05	Public/Local Agency Input	12	12	12	12							10	\$1,081
150.10.10	Value Analysis	44	120	160	160	200							
150.10.15	Concept Alternatives Development												
150.15	Alternatives Analysis												
150.15.05	Right of Way Data Sheets	2	1	2	24								
150.15.10	Utility Relocation Requirements Assessment		1	1	8								
150.15.30	Structures Advance Planning Study												
150.15.30.05	Structures Preliminary Geotechnical Report											138	\$15,880
150.15.30.10	Structures Preliminary Hydraulic Report	10	8						40				
150.15.30.15	Structures Preliminary Architectural and Aesthetics Report												
150.15.30.20	Structures Preliminary Maintenance Report												
150.15.30.25	Structures Preliminary Construction Plan											54	\$6,540
150.15.30.28	Superstructure Study Report	2	12	20									
150.15.30.27	Substructure Study Report												
150.15.30.30	Structures Advance Planning Report												
150.15.35	Multimodal Review											67	\$7,610
150.15.40	Hydraulic Review	1	8	18	40							814	\$91,225
150.15.45	Traffic Capacity Analysis		65	249	500							285	\$31,900
150.15.50	Traffic Studies		20	90	175							84	\$9,776
150.15.55	Construction Estimates	4	16	16	48							42	\$4,730
150.15.60	Preliminary Transportation Management Plan		5	12	25								
150.20	Preliminary Environmental Analysis Report (PEAR)												
150.20.05	Initial Noise Study												
150.20.10	Hazardous Waste Initial Site Assessment												
150.20.15	Scenic Resource and Landscape Architecture Review												
150.20.25	Initial NEPA/404 Coordination												
150.20.25	Initial Biology Study												
150.20.30	Initial Records and Literature Search for Cultural Resources												
150.20.40	Initial Community Impact Analysis, Land Use & Growth Studies												
150.20.45	Initial Air Quality Study												
150.20.50	Initial Water Quality Studies												
150.20.55	Initial Floodplain Study												
150.20.60	Preliminary Environmental Analysis Report Preparation												
150.20.65	Initial Paleontology Study												
150.20.70	Initial Native American Coordination												
150.25	Approved Preliminary Engineering Report	4	12	48	24							88	\$10,768
150.25.05	Draft Preliminary Engineering Report	1	4	12	24							41	\$4,668
150.25.10	Approved Exceptions to Design Standards												
150.25.20	Draft Preliminary Engineering Report Circulation and Review	2	8	18	40							92	\$9,786
150.25.25	Storm Water Data Report	4	12	48	24							88	\$10,768
150.25.30	Cost Estimates and Design Exceptions	2	8	8	24							42	\$4,888
150.25.30.05	Cost Estimates for Alternatives											172	\$18,152
150.25.30.10	Fact Sheet for Exceptions to Design Standards	8	12	24									
150.35	Identification of Required Permits for PID												
150.40	Obtainment of Required Permits for PID												
150.45	Base Maps and Plan Sheets for PID	2	8	24	40							114	\$11,880
155	Permit Engineering Evaluation Report (PEER)												
155.05	Draft PEER												
155.10	Caltrans Circulation	1	4	8								13	\$1,720
155.15	Final PEER												
155.20	Encroachment Permit												
240	Structure Type Selection												
240.55	Draft Foundation Plan												
240.75	Draft General Plan												
240.75.05	General Plan Estimate												
240.75.10	Structure Type Selection Report												
240.75.15													
Total Hours:		193	633	948	1304	344	24	60	40	80	40	24	3690
Rate:		\$160	\$140	\$125	\$102	\$84	\$140	\$115	\$125	\$102	\$125	\$250	
Subtotal:		\$30,880	\$88,620	\$118,500	\$133,008	\$28,886	\$3,360	\$6,900	\$5,000	\$8,160	\$5,000	\$6,000	\$434,324

REIMBURSABLE EXPENSES
Travel
Lodging/Meals
Plan Reproduction
Flagging
Postage & Freight
Direct Expenses

Miles @ \$0.55
Nights @
Prints @
Days @
Each @
Lump Sum @ \$19,000

Subtotal - REIMBURSABLE EXPENSES \$19,000

SUBCONSULTANT SERVICES
Traffic Models/Forecast
Traffic Counts
Subconsultant 3
Subconsultant 4
Subconsultant 5

\$10,000
\$25,000

Subtotal - SUBCONSULTANT SERVICES \$35,000

PHASE I TOTAL	Rick Engineering	\$488,324
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Subconsultant: EDAW
Activity: Environmental Engineering

Environmental Engineering																	Labor Totals				
Activity:																	Estimated Labor Hours				
WBS Code	Description	Principal	Sr. PM	Sr. Analyst/ Planner	Analyst/ Planner	Sr. Architect/ Historian	Architect/ Historian II	Sr. Bio II	Sr. Bio I	Bio III	Sr. Envir/ Scientist	Envr/ Scientist I	GIS Spec II	GIS Spec I	Graphic Artist II	Tech Editor	Word Processor II	Hours	Amount		
100	Project Management																				
100.05	Project Management - PID Component		6	18															24	\$2,550	
100.05.01	Project Meetings		75	75															150	\$17,625	
100.05.02	Project Coordination		16																16	\$2,240	
100.05.03	Project Schedule		24																24	\$3,360	
100.05.04	Risk Management Plan		12	40															52	\$3,280	
100.05.05	Public Information Meetings		6	6															12	\$1,410	
100.05.05.01	Public Meeting Exhibits																		12	\$960	
100.05.06	Progress Reports																				
100.05.07	QA / QC																				
100.05.07.01	Environmental Studies Quality Control																				
100.05.07.02	Engineering Subconsultant Quality Control																				
100.05.08	Project Setup and Scoping																				
100.06	Project Management - PEER Component																				
100.06.01	Project Meetings																				
100.06.02	Project Coordination																				
100.06.03	Project Schedule																				
100.06.04	Progress Reports																				
100.06.05	QA / QC																				
100.10.99	Project Financial Plan																				
100.10.99.01	Draft Financial Plan																				
100.10.99.02	Final Financial Plan																				
150	Preliminary Engineering Report (PSR Equivalent)																		4	\$22,480	
150.05	Transportation Problem Definition and Site Assessment		24	32	48	2	10	8	10	72			8						218	\$22,480	
150.05.05	Review of Existing Reports, Studies, and Mapping																				
150.05.10	Geological Hazards Review		4	30	70	24	6	2	24	10	4		40					16	230	\$24,570	
150.05.15	Utility Search																				
150.05.20	Environmental Constraints Identification																				
150.05.25	Traffic Forecast/Modeling																				
150.05.30	Surveys and Maps for PSR		6	16		24							6						52	\$5,870	
150.05.35	Problem Definition																				
150.05.45	As-Built Centerline and Existing Right of Way																		28	\$3,200	
150.05.99	Interim Potential Remediation Measures			12	16														16	\$1,880	
150.10	Initial Alternatives Development		8	8															32	\$3,760	
150.10.05	Public Local Agency Input		16	16																	
150.10.10	Value Analysis																	2	22	\$2,310	
150.10.15	Concept Alternatives Development		2	8				4					4								
150.15	Alternatives Analysis																				
150.15.05	Right of Way Data Sheets																				
150.15.10	Utility Relocation Requirements Assessment																				
150.15.30	Structures Advance Planning Study																				
150.15.30.05	Structures Preliminary Hydraulics Report																				
150.15.30.10	Structures Preliminary Geotechnical Report																				
150.15.30.15	Structures Preliminary Architectural and Aesthetics Report																				
150.15.30.20	Structures Preliminary Maintenance Report																				
150.15.30.25	Structures Preliminary Construction Plan																				
150.15.30.28	Superstructure Study Report																				
150.15.30.27	Substructure Study Report																	1	21	\$2,410	
150.15.30.30	Structures Advance Planning Report							2													
150.15.35	Multimodal Review		8	8																	
150.15.40	Hydraulic Review																				
150.15.45	Traffic Capacity Analysis																	1	19	\$2,180	
150.15.50	Traffic Studies		2	2	8				2						2				32	\$4,310	
150.15.55	Construction Estimates																	4	36	\$5,380	
150.15.60	Preliminary Transportation Management Plan		2															4	42	\$4,630	
150.20	Preliminary Environmental Analysis Report (PEAR)																		23	\$2,640	
150.20.05	Initial Noise Study		6	16		10					6								4	132	\$13,380
150.20.10	Hazardous Waste Initial Site Assessment		2	24	16	6													4	404	\$46,200
150.20.15	Scenic Resource and Landscape Architecture Review		2	12	8	48													4	19	\$2,440
150.20.20	Initial NEPA/404 Coordination		2	36	36				24	16	320								4	216	\$19,480
150.20.25	Initial Biology Study		2	24	12														4	86	\$8,990
150.20.30	Initial Records and Literature Search for Cultural Resources		1	12		120					6				12				4	56	\$6,140
150.20.40	Initial Community Impact Analysis, Land Use & Growth Studies		4	24	40	48													4	56	\$6,140
150.20.45	Initial Air Quality Study		2	24	24	24													4	444	\$41,950
150.20.50	Initial Water Quality Studies		2	24	24	24													8	65	\$8,950
150.20.55	Initial Floodplain Study		2	24	24	24					40	2	4		12				4	83	
150.20.60	Preliminary Environmental Analysis Report Preparation		8	40	120	180	24	12	4												
150.20.65	Initial Paleontology Study		1	12																	
150.20.70	Initial Native American Coordination		5	12	36																
150.25	Approved Preliminary Engineering Report																				
150.25.05	Draft Preliminary Engineering Report																				
150.25.10	Approved Exceptions to Design Standards																				
150.25.20	Draft Preliminary Engineering Report Circulation and Review																				
150.25.25	Storm Water Data Report																				
150.25.30	Cost Estimates and Design Exceptions																				
150.25.30.05	Cost Estimates for Alternatives																				
150.25.30.10	Fact Sheet for Exceptions to Design Standards		2	12	18			8	4	24	8				8			2	4	90	\$10,330
150.25.30.10	Identification of Required Permits for PID		6	16	18		2	12	12	40					12			4	8	138	\$16,190
150.35	Obtainment of Required Permits for PID																				
150.45	Base Maps and Plan Sheets for PID																				
155	Permit Engineering Evaluation Report (PEER)																				
155.05	Draft PEER																		14	\$1,960	
155.10	Caltans Circulation		14																		
155.15	Final PEER																				
155.20	Encroachment Permit																				
240	Structure Type Selection																				
240.55	Draft Foundation Plan																				
240.75	Draft General Plan																				
240.75.05	Draft General Plan																				
240.75.10	General Plan Estimate																				
240.75.15	Structure Type Selection Report																				
Total Hours:		60	591	609	580	16	84	84	26	506	34	4	70	50	8	40	104	2866			
Rate:		\$220	\$140	\$95	\$75	\$130	\$90	\$150	\$120	\$110	\$175	\$85	\$85	\$75	\$85	\$110	\$80				
Subtotal:		\$13,200	\$82,740	\$57,855	\$43,900	\$2,080	\$7,560	\$12,500	\$3,120	\$55,660	\$5,950	\$340	\$5,950	\$3,750	\$680	\$4,400	\$8,320			\$307,705	

REIMBURSABLE EXPENSES
Travel 450
Lodging/Meals
Plan Reproduction 20
Photocopies 10,000
Postage & Freight 20
Records Search 2

miles @ \$0.55
Nights @ \$35.00
Plan Repr @ \$0.10
copies @ \$25.00
Arch & Hx @ \$800.00

\$248
\$700
\$1,000
\$500
\$1,000

Subtotal - REIMBURSABLE EXPENSES

\$4,048

SUBCONSULTANT SERVICES
Subconsultant 1
Subconsultant 2
Subconsultant 3
Subconsultant 4
Subconsultant 5

Subtotal - SUBCONSULTANT SERVICES

\$311,753

PHASE I TOTAL

EDAW

REIMBURSABLE EXPENSES	
Travel	500
Lodging/Meals	
Plan Reproduction	
Photocopies	1000
Postage & Freight	20
Other (Specify)	
<hr/>	
Subtotal - REIMBURSABLE EXPENSES	\$925
<hr/>	
SUBCONSULTANT SERVICES	
Hollow Stem Auger Drill Rig	\$20,175
Cone Penetrometer Test (CPT) Sounding Rig	\$3,510
Traffic Control/Encroachment Permit	\$5,000
Concrete Coring	\$500
Boring Permit	\$425

Subconsultant: Estrada Land Planning
Activity: Landscape Architecture

Task	Description	Estimated Labor Hours					Labor Totals	
		Principal	Sr LS Architect	Sr LS Designer	Asst LS Designer	Admin	Hours	Amount
100	Project Management							
100.05	Project Management - PID Component							
100.05.01	Project Meetings							
100.05.02	Project Coordination		40				40	\$6,000
100.05.03	Project Schedule							
100.05.04	Risk Management Plan							
100.05.05	Public Information Meetings							
100.05.05.01	Public Meeting Exhibits		4				4	\$600
100.05.06	Progress Reports		8	12	12	2	34	\$3,510
100.05.07	QA / QC							
100.05.07.01	Environmental Studies Quality Control		4				4	\$600
100.05.07.02	Engineering Subconsultant Quality Control							
100.05.08	Project Setup and Scoping		2				2	\$300
100.06	Project Management - PEER Component							
100.06.01	Project Meetings							
100.06.02	Project Coordination		6				6	\$900
100.06.03	Project Schedule		4				4	\$600
100.06.04	Progress Reports							
100.06.05	QA / QC							
100.10.99	Project Financial Plan		4				4	\$600
100.10.99.01	Draft Financial Plan							
100.10.99.02	Final Financial Plan							
150	Preliminary Engineering Report (PSR Equivalent)							
150.05	Transportation/Problem Definition and Site Assessment		6				6	\$900
150.05.05	Review of Existing Reports, Studies, and Mapping							
150.05.10	Geological Hazards Review							
150.05.15	Utility Search							
150.05.20	Environmental Constraints Identification							
150.05.25	Traffic Forecasts/Modeling							
150.05.30	Surveys and Maps for PSR							
150.05.35	Problem Definition							
150.05.45	As-Built Centerline and Existing Right of Way							
150.05.99	Interim Potential Remediation Measures							
150.10	Initial Alternatives Development							
150.10.05	Public/Local Agency Input		12	12	16	2	42	\$4,390
150.10.10	Value Analysis		4		4		8	\$880
150.10.15	Concept Alternatives Development							
150.15	Alternatives Analysis		18	14	12		44	\$5,150
150.15.05	Right of Way Data Sheets	2	12	24	22	2	62	\$6,890
150.15.10	Utility Relocation Requirements Assessment							
150.15.30	Structures Advance Planning Study							
150.15.30.05	Structures Preliminary Geotechnical Report		8				8	\$1,200
150.15.30.15	Structures Preliminary Hydraulics Report							
150.15.30.20	Structures Preliminary Architectural and Aesthetics Report				20		20	\$2,130
150.15.30.25	Structures Preliminary Maintenance Report							
150.15.30.26	Structures Preliminary Construction Plan							
150.15.30.27	Superstructure Study Report		14	18			54	\$6,070
150.15.30.30	Substructure Study Report							
150.15.30.35	Structures Advance Planning Report							
150.15.40	Multimodal Review		6	4	8		18	\$1,920
150.15.45	Hydraulic Review		6	8	8		22	\$2,380
150.15.50	Traffic Capacity Analysis							
150.15.55	Construction Estimates							
150.15.60	Preliminary Transportation Management Plan		4	6	12		22	\$2,130
150.20	Preliminary Environmental Analysis Report (PEAR)							
150.20.05	Initial Noise Study		12			2	14	\$1,890
150.20.10	Hazardous Waste Initial Site Assessment							
150.20.15	Scenic Resource and Landscape Architecture Review	2	10	24	16		52	\$5,380
150.20.20	Initial NEPA/404 Coordination							
150.20.25	Initial Biology Study							
150.20.30	Initial Records and Literature Search for Cultural Resources							
150.20.40	Initial Community Impact Analysis, Land Use & Growth Studies							
150.20.45	Initial Air Quality Study							
150.20.50	Initial Water Quality Studies							
150.20.55	Initial Floodplain Study							
150.20.60	Preliminary Environmental Analysis Report Preparation							
150.20.65	Initial Paleontology Study							
150.20.70	Initial Native American Coordination							
150.25	Approved Preliminary Engineering Report							
150.25.05	Draft Preliminary Engineering Report							
150.25.10	Approved Exceptions to Design Standards	2	18	10	8		38	\$4,910
150.25.20	Draft Preliminary Engineering Report Circulation and Review							
150.25.25	Storm Water Data Report							
150.25.30	Cost Estimates and Design Exceptions							
150.25.30.05	Cost Estimates for Alternatives							
150.25.30.10	Fact Sheet for Exceptions to Design Standards		4	6	8		18	\$1,850
150.35	Identification of Required Permits for PID							
150.40	Obtainment of Required Permits for PID							
150.45	Base Maps and Plan Sheets for PID							
155	Permit Engineering Evaluation Report (PEER)							
155.05	Draft PEER							
155.10	Caltrans Circulation							
155.15	Final PEER							
155.20	Encroachment Permit							
240	Structure Type Selection							
240.55	Draft Foundation Plan							
240.75	Draft General Plan							
240.75.05	General Plan Estimate							
240.75.10	Structure Type Selection Report							
240.75.15								
Total Hours:		8	210	138	146	8		
Rate:		\$250	\$150	\$115	\$70	\$45		\$10
Subtotal:		\$2,000	\$31,500	\$15,870	\$10,220	\$360		\$69,950

REIMBURSABLE EXPENSES
Travel 15
Lodging/Meals
Plan Reproduction 200
Presentation boards 15
Postage & Freight 20
Other

Trips @ \$15.00 \$225
Nights @ \$9.00 \$1,800
Prints @ \$50.00 \$750
Each @ \$30.00 \$600
Lump Sum @

Subtotal - REIMBURSABLE EXPENSES \$3,375

SUBCONSULTANT SERVICES
Subconsultant 1
Subconsultant 2
Subconsultant 3
Subconsultant 4
Subconsultant 5

Subtotal - SUBCONSULTANT SERVICES

PHASE I TOTAL	Estrada Land Planning	\$63,325
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Subconsultant: Safdie Rabines Architects
Activity: Bridge Architecture

Task	Description	Estimated Labor Hours						Labor Totals			
		Principal	Project Manager	Project Architect	Architect 3	Architect 2	Architect 1	Draftsman	Admin	Hours	Amount
100	Project Management										
100.05	Project Management - PID Component									20	\$2,900
100.05.01	Project Meetings	40	20	40						80	\$13,600
100.05.02	Project Coordination			20						20	\$2,900
100.05.03	Project Schedule										
100.05.04	Risk Management Plan										
100.05.05	Public Information Meetings		20	20						100	\$10,700
100.05.05.01	Public Meeting Exhibits		3	3						6	\$1,020
100.05.06	Progress Reports										
100.05.07	QA / QC			24						24	\$3,480
100.05.07.01	Environmental Studies Quality Control										
100.05.07.02	Engineering Subconsultant Quality Control										
100.05.08	Project Setup and Scoping										
100.06	Project Management - PEER Component										
100.06.01	Project Meetings										
100.06.02	Project Coordination			8						24	\$2,200
100.06.03	Project Schedule					16					
100.06.04	Progress Reports										
100.06.05	QA / QC										
100.10.99	Project Financial Plan										
100.10.99.01	Draft Financial Plan										
100.10.99.02	Final Financial Plan										
150	Preliminary Engineering Report (PSR Equivalent)		2	16		16				34	\$3,750
150.05	Transportation Problem Definition and Site Assessment										
150.05.05	Review of Existing Reports, Studies, and Mapping										
150.05.10	Geological Hazards Review										
150.05.15	Utility Search										
150.05.20	Environmental Constraints Identification										
150.05.25	Traffic Forecasts/Modeling										
150.05.30	Surveys and Maps for PSR										
150.05.35	Problem Definition										
150.05.45	As-Built Centerline and Existing Right of Way										
150.05.99	Interim Potential Remediation Measures										
150.10	Initial Alternatives Development	6	4	4		40				50	\$4,350
150.10.05	Public/Local Agency Input	8	12	12		8				28	\$3,820
150.10.10	Value Analysis										
150.10.15	Concept Alternatives Development			2						30	\$3,170
150.15	Alternatives Analysis	2	20	12		16				62	\$5,890
150.15.05	Right of Way Data Sheets										
150.15.10	Utility Relocation Requirements Assessment					40					
150.15.30	Structures Advance Planning Study		4			16				20	\$1,620
150.15.30.05	Structures Preliminary Geotechnical Report										
150.15.30.10	Structures Preliminary Hydraulics Report										
150.15.30.15	Structures Preliminary Architectural and Aesthetics Report	8	40			120				168	\$15,160
150.15.30.20	Structures Preliminary Maintenance Report										
150.15.30.25	Superstructure Study Report		4			10				14	\$1,230
150.15.30.26	Substructure Study Report		4			10				14	\$1,230
150.15.30.27	Structures Advance Planning Report		6			40				48	\$3,760
150.15.35	Multimodal Review	2								8	\$1,260
150.15.40	Hydraulic Review										
150.15.45	Traffic Capacity Analysis										
150.15.50	Traffic Studies										
150.15.55	Construction Estimates		20			20				40	\$4,200
150.20	Preliminary Transportation Management Plan										
150.20.05	Preliminary Environmental Analysis Report (PEAR)		8			16				24	\$2,200
150.20.10	Initial Noise Study										
150.20.15	Hazardous Waste Initial Site Assessment										
150.20.20	Scene Resource and Landscape Architecture Review										
150.20.25	Initial NEPA/404 Coordination										
150.20.30	Initial Biology Study										
150.20.30	Initial Records and Literature Search for Cultural Resources										
150.20.40	Initial Community Impact Analysis, Land Use & Growth Studies										
150.20.45	Initial Air Quality Study										
150.20.50	Initial Water Quality Studies										
150.20.55	Initial Floodplain Study										
150.20.60	Preliminary Environmental Analysis Report Preparation										
150.20.65	Initial Paleontology Study										
150.20.70	Initial Native American Coordination										
150.25	Approved Preliminary Engineering Report										
150.25.05	Draft Preliminary Engineering Report										
150.25.10	Approved Exceptions to Design Standards										
150.25.20	Draft Preliminary Engineering Report Circulation and Review										
150.25.25	Storm Water Data Report										
150.25.30	Cost Estimates and Design Exceptions										
150.25.30.05	Cost Estimates for Alternatives		8			8				16	\$1,680
150.25.30.10	Fact Sheet for Exceptions to Design Standards										
150.35	Identification of Required Permits for PID										
150.40	Obtainment of Required Permits for PID										
150.45	Base Maps and Plan Sheets for PID										
155	Permit Engineering Evaluation Report (PEER)										
155.05	Draft PEER										
155.10	Caltrans Circulation										
155.15	Final PEER										
155.20	Erosion/encement Permit										
240	Structure Type Selection										
240.55	Draft Foundation Plan										
240.75	Draft General Plan										
240.75.05	Draft General Plan										
240.75.10	General Plan Estimate										
240.75.15	Structure Type Selection Report										
Total Hours:		93	301			436				830	
Rate:		\$195	\$145	\$125	\$85	\$65	\$55	\$50	\$65		
Subtotal:		\$18,135	\$43,645			\$28,340					\$90,120

REIMBURSABLE EXPENSES
Travel 20
Lodging/Meals
Plan Reproduction 2000
Flagging
Postage & Freight 10
Other

Tips @ \$75.00
Nights @ \$90.00
Prints @ \$1.00
Days @ \$800.00
Each @ \$30.00
Lump Sum @ \$300

Subtotal - REIMBURSABLE EXPENSES \$3,800

SUBCONSULTANT SERVICES
Subconsultant 1
Subconsultant 2
Subconsultant 3
Subconsultant 4
Subconsultant 5

Subtotal - SUBCONSULTANT SERVICES

PHASE I TOTAL	Safdie Rabines Architects	\$93,920
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Subconsultant: Consultant Summary
Activity: All Activities

		Estimated Labor Hours							Labor Totals	
Task	Description	TY Lin International (P/M)	TY Lin International (Bridge)	Risk Engineering	EDAW	Geotechnics	Estrada Land Planning	Satife Rabines Architects	Hours	Amount
100	Project Management									
100.05	Project Management - PID Component									
100.05.01	Project Meetings	116	86	77	24	40	40	20	44	\$5,450
100.05.02	Project Coordination	220	80	71	150	40		80	589	\$66,795
100.05.03	Project Schedule	40	16	40	24	20		20	427	\$69,840
100.05.04	Risk Management Plan	60	16	36	52				120	\$18,720
100.05.05	Public Information Meetings	60	24	32	12	20	4	100	252	\$33,930
100.05.06	Public Meeting Exhibits	40	104	34		20	34	6	238	\$31,650
100.05.07	QA / QC	30			12				42	\$6,510
100.05.07.01	Environmental Studies Quality Control	110	40	64		100	4	24	192	\$25,100
100.05.07.02	Engineering Subconsultant Quality Control	110	40				2		150	\$26,150
100.05.08	Project Setup and Scoping	60	120						152	\$26,450
100.06	Project Management - PEER Component								180	\$28,500
100.06.01	Project Meetings	40	30	58			6		134	\$20,770
100.06.02	Project Coordination	80	80	58		20	4	24	266	\$39,720
100.06.03	Project Schedule	16	16						32	\$5,280
100.06.04	Progress Reports	15							15	\$2,775
100.06.05	QA / QC	80	40				4		124	\$21,200
100.10.99.01	Project Financial Plan						4		4	\$600
100.10.99.02	Draft Financial Plan	40	180						220	\$31,900
100.10.99.02	Final Financial Plan	20	48				6	34	68	\$10,180
150	Preliminary Engineering Report (PSR Equivalent)								40	\$4,650
150.05	Transportation Problem Definition and Site Assessment									
150.05.05	Review of Existing Reports, Studies, and Mapping		24	58	218				300	\$32,848
150.05.10	Geological Hazards Review		4			20			24	\$2,980
150.05.15	Utility Search		8	59					67	\$6,686
150.05.20	Environmental Constraints Identification		8		230				238	\$25,730
150.05.25	Traffic Forecasts/Modeling		2	4					6	\$790
150.05.30	Surveys and Maps for PSR		4	64					68	\$11,580
150.05.35	Problem Definition		8	28	52				88	\$10,870
150.05.45	As-Built Centerline and Existing Right of Way		4	92					96	\$12,120
150.05.99	Interim Potential Remediation Measures		4						80	\$10,800
150.10	Initial Alternatives Development		80		28	42	8	28	120	\$11,940
150.10.05	Public/Local Agency Input				16				114	\$15,380
150.10.10	Value Analysis		40	22	32		44	30	148	\$20,460
150.10.15	Concept Alternatives Development		40	684	22		62	62	146	\$14,890
150.15	Alternatives Analysis		8	29					37	\$4,318
150.15.05	Right of Way Data Sheets		16	10			8	20	26	\$3,401
150.15.10	Utility Relocation Requirements Assessment		360						388	\$48,420
150.15.30	Structures Advance Planning Study		48	138		327			375	\$37,720
150.15.30.05	Structures Preliminary Geotechnical Report		48				54	168	310	\$32,670
150.15.30.10	Structures Preliminary Architectural and Aesthetics Report		64						64	\$8,800
150.15.30.15	Structures Preliminary Maintenance Report		164	54					243	\$32,280
150.15.30.20	Structures Preliminary Construction Plan		376			25			390	\$47,790
150.15.30.26	Superstructure Study Report		200		21		18	48	340	\$41,490
150.15.30.27	Substructure Study Report		16				22	8	266	\$30,880
150.15.30.30	Structures Advance Planning Report		16	67					67	\$8,370
150.15.40	Hydraulic Review		16	814					830	\$93,545
150.15.45	Traffic Capacity Analysis		16	285					301	\$34,220
150.15.50	Traffic Studies		16	84	19		22	40	229	\$26,766
150.15.55	Construction Estimates		64		32		14	24	70	\$5,910
150.15.60	Preliminary Transportation Management Plan		8	42					42	\$5,400
150.20	Preliminary Environmental Analysis Report (PEAR)									
150.20.05	Initial Noise Study		4		38				72	\$8,400
150.20.10	Hazardous Waste Initial Site Assessment		4		42				46	\$5,210
150.20.15	Scenic Resource and Landscape Architecture Review		24		23		52		99	\$12,000
150.20.20	Initial NEPA/404 Coordination		4		132				136	\$13,960
150.20.25	Initial Biology Study		4		132				136	\$13,960
150.20.30	Initial Records and Literature Search for Cultural Resources		4		19				408	\$46,780
150.20.40	Initial Community Impact Analysis, Land Use & Growth Studies		4		216				23	\$3,020
150.20.45	Initial Air Quality Study		4		86				220	\$20,060
150.20.50	Initial Water Quality Studies		4		56				90	\$9,570
150.20.55	Initial Floodplain Study		4		56				60	\$6,720
150.20.60	Preliminary Environmental Analysis Report Preparation		8		56				60	\$6,720
150.20.65	Initial Paleontology Study		4		444				452	\$43,110
150.20.70	Initial Native American Coordination		4		65				69	\$6,880
150.25	Approved Preliminary Engineering Report		72	88					87	\$9,530
150.25.05	Draft Preliminary Engineering Report		4							
150.25.10	Approved Exceptions to Design Standards		4	41			38		198	\$23,598
150.25.20	Draft Preliminary Engineering Report Circulation and Review		40	92					45	\$5,248
150.25.25	Storm Water Data Report		4	92					40	\$5,800
150.25.30	Cost Estimates and Design Exceptions		4	88					96	\$11,366
150.25.30.05	Cost Estimates for Alternatives		48	42					92	\$11,348
150.25.30.10	Fact Sheet for Exceptions to Design Standards		4	172			18	16	124	\$14,898
150.35	Identification of Required Permits for PID		4		90				176	\$18,732
150.40	Obtainment of Required Permits for PID		32		136				94	\$10,910
150.45	Base Maps and Plan Sheets for PID		8	114					170	\$20,830
155	Permit Engineering Evaluation Report (PEER)								122	\$13,040
155.05	Draft PEER		120						120	\$14,400
155.10	Caltrans Circulation		40	13	14				67	\$9,480
155.15	Final PEER		120						120	\$14,400
240	Structure Type Selection		48						48	\$6,480
240.55	Draft Foundation Plan		176						176	\$22,240
240.75	Draft General Plan		176						176	\$22,240
240.75.05	General Plan Estimate		112						112	\$15,360
240.75.10	Structure Type Selection Report		144						144	\$17,240
240.75.15	Structure Type Selection Report									
Total Hours:		1,137	4,288	3,690	2,866	612	510	830	13,913	
Subtotal:		\$210,345	\$563,750	\$434,324	\$307,705	\$65,440	\$59,950	\$90,120		\$1,731,634

REIMBURSABLE EXPENSES
Travel
Lodging/Meals
Plan Reproduction
Flagging
Postage & Freight
Other (Aerial Photo - 3 copies))

Trips @
Nights @
Prints @
Days @
Each @
Lump Sum @

SUBCONSULTANT SERVICES
Subconsultant 1
Subconsultant 2
Subconsultant 3
Subconsultant 4
Subconsultant 5

Subtotal - REIMBURSABLE EXPENSES \$38,173

Subtotal - SUBCONSULTANT SERVICES \$64,610

PHASE I TOTAL

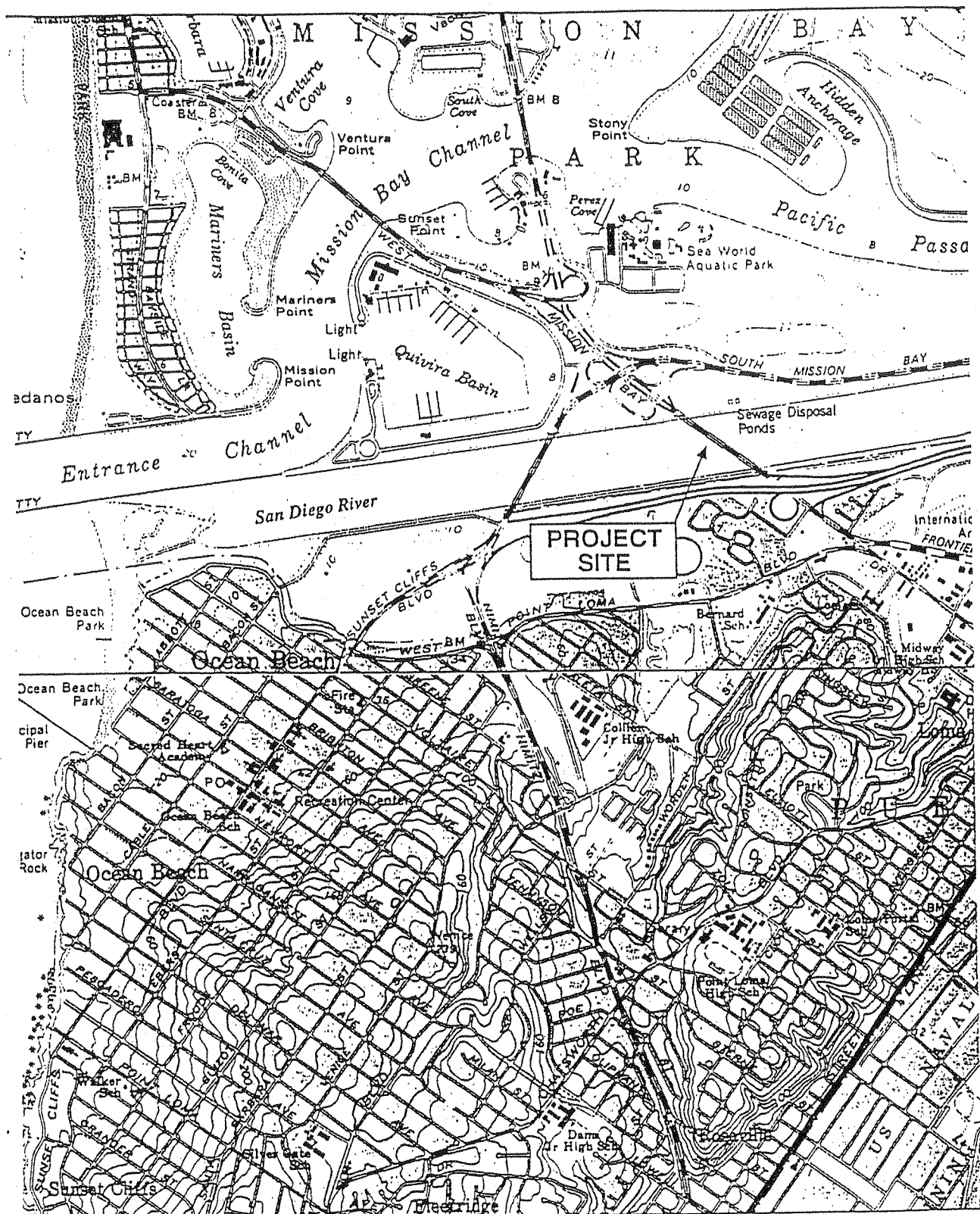
All Activities

\$1,834,417

Consultant	Phase 1		
	Labor	Directs	Total
TY Lin International (PM)	\$210,345	\$1,913	\$212,258
TY Lin International (Bridge)	\$563,750	\$5,113	\$568,863
Rick Engineering	\$434,324	\$54,000	\$488,324
EDAW	\$307,705	\$4,048	\$311,753
Geotechnics	\$65,440	\$30,535	\$95,975
Estrada Land Planning	\$59,950	\$3,375	\$63,325
Safdie Rabines Architects	\$90,120	\$3,800	\$93,920
Total	\$1,731,634	\$102,783	\$1,834,417

Exhibit C-2 Project Duration

Design fees are based on a project duration of no more than 18 months, commencing in June 2008 and ending by December 2009. Should the scope of work extend into subsequent years, the fees for outstanding efforts will be adjusted by 5% per year effective January 1st of each year.



Source: U.S.G.S. La Jolla and Point Loma, CA. Quadrangles. 7.5' 1967 Photorevised 1975

Figure 2
Vicinity Map



0 2000 Feet



West Mission Bay Bridge

00115 West Mission Bay Bridge/Figures/Figure 1 Reg Map 8/24/00



401 B Street, Suite 800
San Diego, CA 92101-4231
(619) 699-1900
Fax (619) 699-1905
www.sandag.org

August 16, 2007

File Number 40001

Mr. Kris Shackelford
Senior Civil Engineer
City of San Diego, Engineering & Capital Projects Department
Transportation Engineering Design
1010 Second Avenue, Suite 1200
San Diego, CA 92101

Dear Kris:

SUBJECT: West Mission Bay Drive Bridge Over San Diego River
(Bridge #57C-023)

This letter is to inform you that SANDAG is no longer in a position to participate in the funding of the upcoming design and environmental analysis for the West Mission Bay Drive Bridge, which was to include an option for a bus only lane.

Plans for Bus Rapid Transit (BRT) planning for the region no longer include services in this corridor. As there are no BRT services identified in the Regional Transportation Plan, SANDAG cannot commit funding to planning for bus priority facilities to support these services.

The effort and cooperation from your staff has been appreciated and SANDAG looks forward to working together again in the future on transportation projects which support our shared mobility goals.

If you have any questions or follow-up, please contact Barrow Emerson of our staff at (619) 699-1961.

Sincerely,

BOB LEITER
Director, Land Use and Transportation Planning

BLE/BEM/ais

cc: Jack Boda, SANDAG

MEMBER AGENCIES

Cities of
Carlsbad
Chula Vista
Coronado
Del Mar
El Cajon
Encinitas
Escondido
Imperial Beach
La Mesa
Lemon Grove
National City
Oceanside
Poway
San Diego
San Marcos
Santee
Solana Beach
Vista
and
County of San Diego

ADVISORY MEMBERS

Imperial County
California Department
of Transportation
Metropolitan Transit System
North San Diego County
Transit Development Board
United States
Department of Defense
San Diego
Unified Port District
San Diego County
Water Authority
Mexico

DUPLICATE ORIGINAL COPY

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to the West Mission Bay Drive over San Diego River Feasibility Study, contract number H031061, dated May 30, 2000 [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and T.Y. Lin International [Consultant].

RECITALS

A. The City and Consultant [collectively referenced herein as the "Parties"] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. RR-293189, to provide Professional Services for the Replacement of the West Mission Bay Drive Bridge over San Diego River [Project].

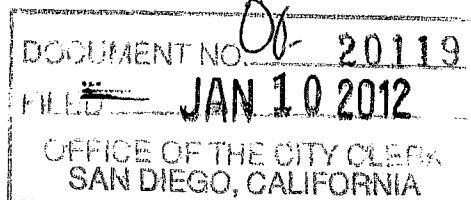
B. The City desires to execute a Third Amendment to the Agreement for the Consultant to provide additional Professional Services, as indicated in the expanded Scope of Services [Exhibit A-3], for a compensation amount not to exceed \$1,420,849 (consisting of \$1,315,525 for the Scope of Services and \$105,324 for Additional Services), with total compensation for services provided under the Agreement not to exceed \$3,889,138.

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

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

1. Section 1.1 is amended to read as follows:

ADD: "The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibit A-3] at the direction of the City as specifically enumerated in the Compensation Schedule [Exhibit B-3], and in accordance to the Time Schedule [Exhibit D-3]."



COPY

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

IN WITNESS WHEREOF, this Third Amendment to the West Mission Bay Drive Bridge over San Diego River Feasibility Study is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Ordinance No. 20119 authorizing such execution, and by Consultant.

THE CITY OF SAN DIEGO
Mayor or Designee

By: 

Albert P. Rechany
Program Manager

Public Works Contracting Group

Date: _____

T.Y. Lin International

By: 

Name: Clark Fernon

Title: Vice President

Date: 10/20/11

I HEREBY APPROVE the form and legality of the foregoing Amendment on this

23rd day of February, 2011.

JAN I. GOLDSMITH, City Attorney

By: 

Ryan Kohut
Deputy City Attorney

0- 20119

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

“2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or **November 10, 2016** whichever is the earliest but not to exceed five years unless approved by City ordinance.”

3. Section 3.1 is amended to read as follows:

ADD: “The City shall pay the Consultant for all Professional Services and all expenses related to performance under this Third Amendment to the Agreement, in an amount not to exceed \$1,420,849, as set forth in the Compensation and Fee Schedule [Exhibit B-3]. The Consultant shall be entitled to compensation for Professional Services under this Third Amendment to the Agreement, whether within the Scope of Services or as Additional Services, based on the Compensation and Fee Schedule. For the duration of this Third Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Compensation and Fee Schedule. The Total Compensation to Consultant under this Agreement shall not exceed \$3,889,138.”

4. Section 3.2 (additional services) is amended to read as follows:

ADD: “If the City requires additional Professional Services [Additional Services] beyond the Scope of Services performed pursuant to this Third Amendment to the Agreement, except for additional costs as described in Section 3 of this Agreement, the City shall pay Consultant an additional fee not to exceed \$105,324. The City and the Consultant must agree in writing upon such fee for a specific task based on the Fee Schedule prior to the Consultant beginning the Additional Services.”

5. Article IV is amended to read as follows:

DELETE Section 4.3 in its entirety and REPLACE with the following:

“4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Design Professional’s liabilities, including but not limited to Design Professional’s indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that

the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

Further, the Design Professional shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

4.3.1 Types of Insurance. At all times during the term of this Agreement, the Design Professional shall maintain insurance coverage as follows:

4.3.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$2 million per occurrence and subject to an annual aggregate of \$4 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

4.3.1.2 Commercial Automobile Liability. For all of the Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

4.3.1.3 Workers' Compensation. For all of the Design Professional's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Design Professional shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Design Professional shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

4.3.1.4 Architects & Engineers Professional Liability. For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$2 million per claim and \$5 million annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

4.3.2 Deductibles. All deductibles on any policy shall be the responsibility of the Design Professional and shall be disclosed to the City at the time the evidence of insurance is provided.

4.3.3 Acceptability of Insurers.

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

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

4.3.4 Required Endorsements.

The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

4.3.4.1 Commercial General Liability Insurance Endorsements.

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

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Design Professional's insurance and shall not contribute to it.

4.3.4.2 Automobile Liability Insurance Endorsements

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

by or on behalf of the Design Professional.

4.3.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements.

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

4.3.5 Reservation of Rights. The City reserves the right, from time to time, to review the Design Professional's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Design Professional for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

4.3.6 Additional Insurance. The Design Professional may obtain additional insurance not required by this Agreement.

4.3.7 Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements."

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

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

7. ADD: **"4.17 ADA Certification.** The Consultant hereby certifies that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference."

8. Article IX is amended to read as follows:

ADD: **"9.23 Contractor Standards.** This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit H. The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000."

9. ADD: **"9.24 Equal Benefits Ordinance.** This Agreement is subject to the Equal Benefits Ordinance [EBO]. All consultants are required to complete the Equal Benefits Ordinance Certification of Compliance included herein as Exhibit I. Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements. Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

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

Exhibits A-3 (Scope of Services), B-3 (Compensation Schedule), D-3 (Time Schedule), H (Contractor Standards Pledge of Compliance) and I (Equal Benefits Ordinance Certification of Compliance).

Scope of Services

West Mission Bay Drive Bridge

Environmental Document and Supporting Studies

Prepared for:

City of San Diego

Prepared by:

T.Y. Lin International

August 16, 2011

I. Introduction

This Third Amendment to the Agreement for West Mission Bay Drive Bridge over San Diego River dated May 30, 2000 will define the following professional engineering services from T.Y. Lin International:

- Prepare and process the Draft and Final Environmental Documents
- Perform Supporting Engineering Studies
- Obtain Permits required for PA&ED
- Perform Preliminary Structure Type Selection Evaluation

A Preliminary Engineering report (considered a PSR equivalent) has been developed for this project as part of the Second Amendment dated October 20, 2008. Environmental studies were also prepared as part of that scope of work. This Amendment 3 will cover required engineering studies in support of the environmental process and completion of the environmental document (anticipated to be an IS/MND-EA/FONSI). A preliminary Structure Type Selection Evaluation will be also support the environmental analysis. Full Type Selection and Final PS&E will be prepared under a separate future scope of work (Amendment 4).

At this time it is assumed that all work within the State right-of-way will be prepared under an Encroachment Permit. Should the costs within the State right-of-way exceed three million dollars, it will be necessary to prepare a Project Report (PR) as part of the environmental approval process, and a contract amendment would be required.

The *Widening vs. Replacement Evaluation* performed in March 2001 determined that the most cost effective and viable option is to replace the existing structurally deficient and functionally obsolete bridge. A focused workshop was held in May of 2010 with members of the PDT which resulted in a decision to carry forward Alternatives 2C and 3 for full environmental analysis. In addition, the No-Build Alternative will be evaluated. The alternatives for study are described below.

II. Study Area

West Mission Bay Drive from just south of I-8 to just north of the San Diego River.

III. Study Alternatives

The project team has investigated the following alternatives to improve the existing four-lane bridge with a wider bridge that satisfies the project purpose and need.

Alternative 1: Widen the existing bridge adding one lane in each direction, and seismically retrofit and rehabilitate the existing structure.

Alternative 2A: Replace the existing bridge with two parallel structures symmetrically about the centerline and outside the existing bridge footprint. Newly constructed parallel structures are widened on the inside after the existing bridge is demolished.

Alternative 2B: Replace the existing bridge with two parallel structures along the existing alignment without staged construction. The new bridges are constructed entirely outside of the existing bridge footprint.

Alternative 2C: Replace the existing bridge along the existing alignment with two parallel bridges. The parallel bridges will have a closer spacing than Alternative 2B. The centerline will be shifted roughly 17 ft. to the northeast.

Alternative 3: Replace the existing bridge with a single bridge along an easterly shifted alignment using staged construction.

Pedestrian and bicycle facility connections, along with other considerations, were evaluated for each configuration.

IV. Approach to the Project

Our approach to this phase of the project (Amendment 3) is to complete all engineering studies needed in support of the Environmental Document and prepare, process, and finalize the Environmental Document. This amendment includes a preliminary structures Type Selection evaluation, but does not finalize structural Type Selection or begin design. It is expected that these tasks will begin during the finalization of the environmental document under the next amendment after a Preferred Alternative has been selected by the Project Development Team. The project team will then proceed with the next task, which is to develop plans, specifications and estimates (PS&E).

V. Scope of Work

The scope of work includes all major tasks required to support and prepare the Environmental Documents (ED) for both California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance. It is anticipated that the CEQA document will be an Initial Study/Mitigated Negative Declaration (IS/MND), and that the NEPA document will be an Environmental Assessment (EA). The IS/MND will be prepared by the City of San Diego, and the EA will be prepared by the Consultant team with oversight by Caltrans District 11/Caltrans Headquarters. The documents will be joined and distributed together for public processing. The scope includes securing the required federal, state, and local approvals (permits) associated with the environmental phase that are

necessary for construction of the project. Preliminary engineering studies will be performed in support of the environmental documents and permits. The work completed under this amendment will take the design to an approximate 10% level of completion.

It is anticipated that an encroachment permit from Caltrans is required for the portions of the project that are within State right-of-way. During the prior phase of work Caltrans has indicated that a Permit Engineering Evaluation Report (PEER) will be sufficient, and a Draft Encroachment Permit application was prepared and submitted to Caltrans in support of this process. Should a higher level document be required for work within the State R/W, a PR will be prepared to conform to Caltrans requirements. The work involved in preparing a PR through Caltrans is not included in this scope. Finally, a Site Development Permit (SDP) will be prepared and processed by city staff.

The scope of work for this phase of work in Amendment 3 will be organized into the following main tasks:

100 - Project Management

100.10 - Project Management - Project Approval and Environmental Document (PA&ED) Component

160 - Preliminary Engineering Studies

160.05 - Updated Project Information

160.10 - Engineering Studies

160.12 - Architectural Refinement Study (portion not completed with Amendment 2 funds)

160.45 - Base Maps and Plan Sheets for PA&ED Development

165 - Draft Environmental Document (DED)

165.10 - General Environmental Studies

165.15 - Biological Studies

165.20 - Cultural Resource Studies

165.25 - Draft Environmental Document

165.50 - Obtainment of Required Permits

175 - Circulate DED and Select Preferred Project Alternative

175.05 - DED Circulation

175.10 - Public Hearing

175.15 - Response to Public Comments

175.20 - Select Project Preferred Alternative

180 - Final Environmental Document

180.10 - Final Environmental Document

180.15 - Secure Caltrans Headquarters Approval

185 - Prepare Base Maps and Plan Sheets during PS&E Development

185.05 - Update Project Information

185.10 - Engineering and Photogrammetric Surveys

185.15 - Preliminary Design
 185.20 - Engineering Reports
 185.25 - Right of Way Requirements Determination
 185.30 - Structure Site Plans

240 - Draft Structures PS&E
 240.10 - Preliminary Structures Type Selection Evaluation

In general the project scope follows the Caltrans Work Breakdown System (WBS). Applicable WBS tasks are described as follows.

100 Project Management

100.10 Project Management - PA&ED Component

Includes the management for the Project Approval and Environmental Document (PA&ED) component from initiation through completion.

100.10.01 Project Meetings

Consultant will assemble a Project Development Team (PDT) for the PA&ED Component. It is expected that the PDT for this phase of work will be comprised of members of the current PDT along with new members from the Consultant team, City staff, Caltrans staff, and other representatives from affected agencies as needed. Consultant will contact members of the PDT and schedule and conduct a project kick-off meeting for the PA&ED component. Consultant will schedule and conduct teleconferences for required team members as well as and PDT meetings. It is anticipated that teleconferences will be conducted on a weekly basis and PDT meetings will be conducted monthly as appropriate.

The maximum number of teleconferences and meetings attended by Consultant and subconsultants during the PA&ED Component will be as listed in the table below.

Table 100.10.01 - Project Meetings, PA&ED Component

Consultant	Kick-off Meeting	Project Teleconferences	PDT Meetings	Public Information Meetings	Other Project Meetings
TYLI	1	40	10	2	10
Rick	1	40	10	2	10
EDAW	1	40	1	2	2
Group Delta	1	20	8	0	1
Estrada	1	20	4	2	1
SRA	1	20	8	2	1

Deliverable: Meeting Notices, Agendas, Meeting Minutes and Action Items for each meeting in electronic format

100.10.02 Project Coordination

Consultant will monitor, coordinate, and manage the project subconsultants as necessary.

100.10.03 Project Schedule

Project Manager will update the project schedule during the PA&ED Component of the project. All other team members will review and comment on updates to project schedule

Deliverable: Up to five updates to schedule during the PA&ED Component

100.10.06 Progress Reports

Consultant will prepare progress reports and submit to the City with the monthly invoice. The progress reports will state progress made during the month, anticipated progress to be made in the following month, issues to be resolved (with recommended solutions) and a discussion of the schedule (including percentage completed for the current period and total percentage completed to date).

Consultant will submit, in a format acceptable to the City, monthly invoices that explain all project costs that are based on estimates of percentage of completion for each task.

Deliverable: Hard copy of monthly Progress Reports and Invoices

100.10.07 QA/QC

The Consultant will have a quality control plan in effect during the entire course of the project. Exhibits and plans will also be checked, corrected and back-checked for accuracy and completeness. Design will be in accordance with applicable design standards.

Environmental Studies Quality Control

Consultant will review environmental Subconsultant environmental submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with City and Caltrans standards.

Engineering Subconsultant Quality Control

Consultant will review engineering Subconsultant report submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with City and Caltrans standards.

Assumption: At this time it is not known if a financial plan will be required for the project (a requirement if the total project cost exceeds \$100 million), therefore the preparation of a financial plan is not part of this scope.

160 Preliminary Engineering Studies

The Consultant will perform preliminary engineering required to support the environmental document for the West Mission Bay Drive Bridge. As indicated in the Introduction, a Project Report Equivalent will not be completed as part of this task order.

160.10 Engineering Studies

Consultant will update and develop in more detail the studies produced for the preliminary engineering report. Project studies will be refined to develop the alternatives for preliminary engineering.

Consultant will assist in update of engineering studies from the standpoint of avoiding, reducing, or mitigating the project's environmental impacts.

160.10.15 Geometric Plans for Project Alternatives

Consultant will prepare and provide detailed exhibits and drawings of each proposed project alternative. For example, each project alternative exhibit will include the following information: horizontal and vertical alignments, typical cross sections, and staging and detour concepts.

160.10.45 Utility Locations Determined for Preliminary Engineering

Consultant will update preliminary utility location and easement maps for use in evaluating costs and construction constraints associated with project alternatives. Costs will be shown on the right-of-way data sheet of each project alternative. Verification of existing utilities (as identified by the Engineer of Work) will be potholed to verify the actual location of the utility.

Deliverable: Updated utility location/relocation map including updated utility easements for each alternative with revised utility costs documented on each right-of-way data sheet.

160.10.65 Right-of-way Relinquishment and Vacation Study

Based on updated right-of-way requirements, Consultant will determine areas where right-of-way necessitates relinquishment or vacation and update right-of-way data sheets for each project alternative accordingly.

160.12 Architectural Refinement Study

Architectural refinement is a process of evaluating the site, developing bridge concepts and defining program and community requirements related to architecture. The Architectural Refinement Study documents the process of developing the overall look of the bridge and bridge amenities including input from the public and community stakeholders.

160.12.10 Bridge Site Analysis (Remainder of work not completed with Amendment 2 Funds)

A bridge site analysis is used to determine the program and functional requirements for the architectural features of the bridge, which consists of three main activities. These activities include the following:

- *View Shed Analysis:* Consultant team will evaluate visual opportunities and challenges of the site from key viewpoints both on and off of the bridge. Historical data, adjacent architecture, and natural and manmade objects will be documented. Photographic documentation will be gathered to evaluate the effects of light during different times of the day and different seasons. Consultant team will also gather data and images of bridge projects with similar features and setting considering overall bridge proportions, skew, watershed and adjacent infrastructure.
- *Functional Requirements Analysis:* Consultant team will evaluate how the functional requirements of the bridge, including vehicular, pedestrian and bicycle elements, could be used to shape the main architectural features of the bridge. The team will also evaluate approach circulation elements and connection points between the bridge sidewalk and San Diego River Bike path, West Mission Bay Drive, I-8, and Sea World.
- *Constraints Analysis:* Consultant team will evaluate constraints to include environmental, clearance and funding. Environmental constraints include construction restrictions due to preservation, endangered species, and water and air quality. Consultant team will evaluate clearance requirements to meet hydraulic demands and access for emergency and maintenance vehicles on the bike path. Consultant team will evaluate construction staging and phasing constraints. The team will also evaluate FHWA Highway Bridge Program (HBP) funding limitations regarding features and enhancements.

160.12.20 Stakeholder Meeting No. 1 "Charter Session" –This Task was completed with Amendment 2.

In cooperation with the City of San Diego, the consultant team will present the bridge architectural design process to a group of stakeholder representatives. Results of the view shed analysis, the functional requirements analysis and the constraints analysis will be presented. Feedback from the stakeholder committee will be documented.

160.12.30 Architecture Concept Development (Remainder of work not completed with Amendment 2 Funds)

Based on the bridge site analysis and the results of the stakeholder meeting, the consultant team will develop schematic diagrams and related narratives of possible alternatives. Design elements could include bridge deck, piers and abutment shapes. Diagrams and sketches of the bridge approaches showing how they will integrate with the main bridge elements will be developed. Structure feasibility and estimated costs will be developed for each alternative.

Consultant team will develop conceptual themes, which will describe the nature of bridge amenities and secondary elements such as materials, textures, park benches, trash receptacles, stairs, ramps and landings, railings, fencing, pedestrian walkway surfaces, retaining walls, lighting (vehicular and pedestrian), bollards, overlooks and hardscape elements.

A structural assessment will be performed to validate feasibility and compliance with City and Caltrans standards and code requirements for each concept. This structural assessment will include evaluating concepts for vehicular, pedestrian, and earthquake and tsunami events. Based on the results of the structural assessment, preliminary member sizes, supporting foundation dimensions and quantities such as concrete, steel reinforcement and prestressing will be developed. A cost analysis will be prepared for each concept and separated into participating and non-participating categories based on Caltrans and FHWA HBP guidelines.

160.12.40 Stakeholder Meeting No. 2 "Selection Criteria Development"

The consultant team will present bridge form and amenity concepts to the stakeholder group. Definitions of the bridge types and the relationships to the site and community goals will be presented. The selection criteria will be discussed and established.

160.12.50 Bridge Open House; Public Open House

The consultant team will assemble graphic materials developed for and as part of the stakeholder meetings. The team will then present and participate in discussions related to the architectural design elements of the project.

160.12.60 Program and Community Requirements

Based on community input, consultant team will develop preferred architectural bridge types and related bridge amenities. Consultant team will prepare graphic images of the preferred alternatives from several key viewpoints. Each alternative will consist of a 3-dimensional computer graphic model of the bridge and surrounding area with renderings sufficient to graphically illustrate the concepts in the form of 3-D vignettes/renderings, plans, sections, and/or elevations. It is anticipated that a total of 3 alternatives will be developed.

The cost analysis of preferred alternatives will be developed. Costs will be compared with "baseline" alternative (i.e. standard bridge type with no architectural enhancements). Participating and non-participating costs will be determined based on FHWA HBP guidelines.

160.12.70 Stakeholder Meeting No. 3 "Bridge Alternatives Analysis"

Consultant team will present summary of analysis and feedback from public meetings and present bridge architectural alternatives to the stakeholder group. The consultant team will present pros and cons of each alternative and participate in the discussion.

160.12.80 Architectural Study Results and Recommendations

Consultant team will summarize analysis results and results of stakeholder committee and public meetings. The team will then document results in a study and provide recommendations on a preferred alternative based on the selection criteria.

Deliverables:

- Refinements of 3-D graphic renderings and engineering drawings. 2-Boards per architectural concept are anticipated.
- Architectural Assessment Report to include bridge general plans, cost analysis and supporting calculations.

165 Draft Environmental Document

Consultant will summarize the identified environmental technical studies (both CEQA and NEPA) needed to determine the environmental impacts associated with the proposed project and prepare the prescribed NEPA Draft Environmental Assessment. Work under this activity does not include activities beyond study completion needed to obtain resource agency permits. The end product of this activity is approval to circulate the NEPA EA. The CEQA Draft IS/MND will be prepared by the City of San Diego and the NEPA and CEQA documents will be distributed jointly. The Consultant team will provide direct support to the City for preparation of the CEQA Draft IS/MND. Technical reports previously prepared or underway under a separate scope of work include:

- Community Impact Assessment,
- Visual Impact Assessment
- Air Quality Study
- Water Quality Analysis/Coordination
- Draft Relocation Impact Memorandum
- Section 4(f) Evaluation
- Section 6(f) Evaluation

Preparation of the EA sections that address existing conditions, project impacts, and mitigation measures that correspond with these technical reports, as well as reports already prepared (NES, JDR, Noise, HPSR, Traffic, and Geotechnical) are also included.

Guidance:

- City of San Diego Site Development Permit
- CEQA Statutes and Guidelines – CEQA Appendices
- Caltrans Technical Report Templates and Guidance Materials on the Standard Environmental Reference (SER)
- Caltrans Annotated Outline for a Complex EA on the SER

Perform above task with the following assumptions and exclusions:

- Required technical studies for Floodplain/Hydrology, Geotechnical, and Traffic appropriate team subconsultants.
- Visual illustrations would be prepared by the Landscape Subconsultant.
- Current topographic mapping would be provided by the Civil Subconsultant in AutoCAD format.
- No Endangered Species Formal Section 7 Consultation would be required.

- A maximum of 50 Draft EAs to be printed
 - A maximum of 50 CDs to be produced by Environmental Subconsultant
- City of San Diego will be responsible for preparation, printing and distribution of the CEQA IS/MND

165.10 General Environmental Studies

Consultant team shall conduct environmental analysis on the following environmental issue areas that do not require a separate technical report to prepare EA sections:

165.10.20 Visual Impact Assessment (VIA) and Scenic Resource Evaluation

This subtask includes the review of the VIA and incorporation into the draft environmental document.

165.10.40 Energy Studies

Consultant will review all completed studies related to energy impact analysis for use in the environmental document and evaluate impact on energy use under the no project and all applicable alternatives for inclusion in Environmental Document.

Deliverable: Abstract for use in the Environmental Document text

165.10.45 Summary of Geotechnical Report

Consultant will review the Structures Preliminary Geotechnical Report and prepare an abstract for inclusion in the Environmental Document text.

Deliverable: Abstract for use in the Environmental Document text

165.10.75 Environmental Commitments Record

Consultant will prepare and/or update the Environmental Commitments Record (ECR) and its associated documentation (e.g., Mitigation Monitoring and Reporting Record (MMRR) or Permits, Agreements and Mitigation (PAM)).

165.10.99 Traffic Study Summary

Consultant will prepare summary of Traffic Study for inclusion in the Draft Environmental Document.

Assumption: Analysis of paleontological resources will not be required.

165.25 Draft Environmental Document

Consultant will prepare Draft Environmental Document (DED) to meet the requirements of NEPA. Consultant team will conduct all necessary in-house and coordinate external reviews (NEPA documentation). Assumes City staff to complete CEQA documentation with limited coordination and assistance from the Consultant team.

165.25.05 Draft Environmental Document Analysis

Consultant team will perform an internal review and prepare corresponding EA sections that address existing conditions, project impacts, and mitigation measures consistent with the Caltrans SER Environmental Assessment – Annotated Outline. Activity may also include the coordination and consultation with authors of these studies, as well as ongoing coordination with the City's Engineering and Capital Projects and Development Services Department staff.

The above scope assumes the following:

- Review and coordination with City departments regarding the Draft EA will be limited to a single review cycle and will also be provided for informational purposes only.
- Internal consistency between the Draft EA (NEPA) and the City prepared IS/MND (CEQA) is not a requisite determination.
- Analysis and impact determinations between these two documents are likely to result in subtle differences, which will not require an independent vetting process.

165.25.20 Environmental Quality Control and Other Reviews

Consultant will carry out formal and informal review of DED internally by the Environmental Subconsultant, through the informational review process with City departments, and within the requisite Caltrans quality control and review processes. These efforts include all required quality control review procedures and completion of the appropriate forms. Revisions to the DED prior to the draft circulation milestone are included as part of this scope.

Consultant will perform coordination associated with the development of the Draft Environmental Document.

Technical Studies Deliverables

For each of the technical study deliverables with respect to the Draft Environmental Document the following will be provided

- Draft study submittal will be 6 hard copies, (3 for Caltrans/3 for City) 1 electronic copy for each
- Final study submittal will be 6 hard copies, (3 for Caltrans/3 for City) 1 electronic copy for each
- Additional discipline specific deliverables information is provided below

Caltrans Headquarters

- One independent review cycle - Caltrans Headquarters. One bound hard copy and one electronic copy of the technical studies will be provided.

Additionally, if not already discussed above each technical study will include a CEQA appendix. The appendix will cover the necessary CEQA guidelines and threshold based analysis consistent with City of San Diego requirements. All baseline information will be incorporated by reference within the appendix. Separate technical studies according to City requirements are not included as part of this scope of work.

165.50 Obtainment of Required Permits

Consultant will perform all work involved in obtaining permits, including discussions and negotiations with the permitting agencies, preparation of the permit and attachments such as exhibits and maps, obtaining funds from the City for any required permit fee, and submit and process permit application for the following permits:

- 165.50.05 U.S. Army Corps of Engineers Permit (404)
- 165.50.15 U.S. Coast Guard Permit (if required)
- 165.50.20 Department of Fish and Game 1600 Agreement(s)
- 165.50.25 Coastal Zone Development Permit
- 165.50.30 Local Agency Concurrence/Permit
- 165.50.45 Regional Water Quality Control Board 401 Permit

Guidance:

- City of San Diego CEQA Guidelines
- Caltrans Annotated Outline on the Standard Environmental Reference (SER)

Also obtain the following permits if required:

165.50.40 U.S. Fish and Wildlife Service Approval

Perform informal Section 7 consultation with the US Fish and Wildlife Service. **Note: this task has been removed from the scope and will be performed under Additional Services if required.**

Perform above tasks with the following assumptions and exclusions:

- Support at one (1) public scoping meeting is included.
- Current topographic mapping would be provided by the Civil Subconsultant in AutoCAD format.
- City of San Diego staff will obtain a Site Development Permit (SDP) from their Development Services Department. The preparation of any documentation, exhibits or coordination for the submittal of the SDP is not included as part of this scope of work. Should the City require consultant assistance for these activities, a contract amendment will be required.

Application packages are anticipated to include the following items:

1. General Application
2. Parcel Information Checklist
3. Ownership Disclosure Statement
4. Assessor's Map Page
5. 800:1 Scale Engineering Map
6. Geotechnical Report
7. Hydraulics Report
8. Traffic Study
9. Noise Study
10. Biological Resources Report
11. Cultural Resources Report
12. Photographic Survey
13. Public Notices Package

14. Site Development Plans (Title Sheet, Site Plan, Bridge General Plan, Grading Plan, Environmentally Sensitive Lands)

The City is responsible for items 2, 3 and 13 above, and all associated permit fees.

Provide Assessor's Map Page, 800:1 Engineering map, Site Plan and Grading Plan.

175 Circulate DED and Select Preferred Project Alternative

Work involved in the circulation of the DED, obtaining and responding to public comment, and selecting a preferred alternative.

175.05 DED Circulation

Consultant will prepare and circulate the DED. This effort includes final dissemination of the review cycle comments and DED revisions, including final concurrence from Caltrans on the responses to administrative draft DED comments. This effort does not include the public hearing process or responding to comments.

175.05.05 Master Distribution and Invitation Lists

Consultant will create the project's comprehensive mailing list and prepare the distribution list for all interested individuals, groups, and governmental agencies.

175.05.10 Notices Regarding Public Hearing and Availability of Draft Environmental Document

Consultant will prepare the Draft EA Notice of Availability and support the City of San Diego in their efforts to prepare and issue a Notice of Availability for the both the Draft EA and IS/MND.

175.05.15 DED Publication and Circulation

This activity includes work during the formal public circulation period, reproduction and mailing of the DED. This activity does not include the public hearing process and responding to comments. This activity includes transmittal of DED to California Transportation Commission (CTC) and preparation of CTC agenda item.

Consultant team shall prepare and reproduce the public review DED and prepare the NOA and list of agencies, organizations, and individuals to be mailed a copy of the document.

Guidance:

- CEQA Statutes and Guidelines
- Caltrans SER - Environmental Handbook

Assumptions and Exclusions:

A maximum of 50 DEDs to be printed and distributed by Environmental Subconsultant in-house reproduction.

165.15.20 Federal Consistency Determination (Coastal Zone)

Consultant will prepare Federal Coastal Consistency Determination in compliance with the Coastal Zone Management Act of 1972 and document potential impacts to coastal resources within the coastal areas of the San Diego River and Mission Bay Park. A draft and final Federal Coastal Consistency Determination will be prepared.

175.10 Public Hearing

Consultant team will prepare for one (1) public hearing in concert with the public circulation of the Draft EA and IS/MND. Additionally, consultant team will assist City of San Diego DSD in their effort to conduct a public hearing. This task includes preparation of Final Draft Mitigation Monitoring and Reporting Program; exhibits, and other support material for the Public Hearing, including name tags, comment sheets and a comment box; and select technical staff to address questions during the public hearing.

175.10.15 Displays for Public Hearing

Consultant will prepare displays depicting the relevant project information, including the features and footprint for both build alternatives. The displays will include the physical features and potentially impacted resources for use at the public hearing.

175.15 Response to Public Comments

This task includes the formal response to comments on the NEPA DED for the preparation of the Final Environmental Document (FED). The City of San Diego will be responsible for response to comments on the CEQA IS/MND.

Guidance:

- Caltrans SER – Environmental Handbook

Perform above task with the following assumptions and exclusions:

- Responses prepared for up to 35 substantive comments
- Comments of a similar nature including context and/or topic will be provided with a single response, as applicable
- Prepare and submit to the Regulatory Agencies, a request for concurrence with the conceptual mitigation plan.
- A maximum of 25 Final EAs to be printed by Environmental Subconsultant in-house reproduction.
- All stormwater management plans and specifications to be prepared by the project's civil engineering consultant.
- It is anticipated that the ACOE Clean Water Act compliance would be accomplished via a Nationwide Permit. If ACOE determines that an Individual Permit is required, a scope and fee amendment would be required in order to prepare the Individual Permit.
- The NEPA 404 MOU Integration Process will not be required for this project.
- Identify the project's preferred alternative to be carried forward in the PR and FED.

175.20 Select Project Preferred Alternative

Consultant will identify the project's preferred alternative to be carried forward in the PR and FED; and prepare and receive concurrence from the Regulatory Agencies with the conceptual mitigation plan. Based on project features, footprint, and analysis conducted the expectation is that the project will require a Nationwide 404 Permit, and that the permanent Wetlands/Waters of the U.S. impacts will be less than .5 acres.

Subtasks for this work task include:

- Assemble all the data needed to make the selection of the preferred alternative.
- PDT and other meetings to select the preferred alternative.
- Prepare and submit to the Regulatory Agencies, a request for concurrence with the conceptual mitigation plan.

Perform the above task with the following assumptions and exclusions:

- Responses prepared for up to 35 individual comments.
- A maximum of 25 Final EAs to be printed in-house by the consultant team.
- It is anticipated that the ACOE Clean Water Act compliance would be accomplished via a Nationwide Permit. If ACOE determines that an Individual Permit is required, a scope and fee amendment would be required in order to prepare the Individual Permit.
- The NEPA 404 MOU Integration Process will not be required for this project.
- Identify the project's preferred alternative to be carried forward in the PR and FED.

180 Final Environmental Document

Consultant will complete the work involved in the preparation, review, and approval of a NEPA FED, and the Finding of No Significant Impact (FONSI).

180.10 Final Environmental Document

Consultant will update the DED to respond and revise the document according to substantive comments received, identify the rationale for selection of the Preferred Alternative according to Caltrans project development procedures, including working on the Final Environmental Document (FED) and Section 4(f)/Section 6(f) Evaluation. Consultant will complete the formal and informal review of FED within Caltrans including all required quality control reviews.

Deliverable: FED Quality Control Review Certification

180.10.05 Approved Final Environmental Document

Includes efforts required to prepare and obtain approval of the FED. Environmental Subconsultant shall prepare the Final EA/FONSI following public review of the Draft EA and required revisions to the Draft. Preparation and processing of the following required permits have been included in task 165.50, but would be completed following certification of the Final EA/FONSI: California Coastal Commission Coastal Development Permit, Federal Coastal Consistency Certification, California Department of Fish and Game Section 1601 Streambed Alteration Agreement, Regional Water Quality Control Board Section 401 Water Quality Certification, and U.S. ACOE Section 404 Nationwide 14 Permit.

Guidance:

- City of San Diego Site Development Permit
- CEQA Statutes and Guidelines
- Caltrans SER - Environmental Handbook

Consultant will perform the above task with the following assumptions and exclusions:

- A maximum of 25 Final EA/FONSIs to be printed

180.10.05.05 Draft Final Environmental Document Review

Consultant will produce the draft FED, perform internal, Caltrans, and required QA/QC reviews, and document all comments received.

Consultant will carry out formal and informal review of FED internally by the Environmental Subconsultant, through the informational review process with City departments, and within the requisite Caltrans quality control and review processes. These efforts include all required quality control review procedures and completion of the appropriate forms.

180.10.05.10 Revised Draft Final Environmental Document

Consultant will revise FED in response to all comments received as a result of internal, Caltrans, and required QA/QC reviews. Activity includes modification of FED in response to all comments received as a result of internal district and required QA/QC reviews.

The above scope assumes the following:

- Review and coordination with City departments regarding the EA/FONSI will be limited to a single review cycle and will also be provided for informational purposes only.
- Internal consistency between the EA/FONSI (NEPA) and the City prepared IS/MND (CEQA) is not a requisite determination.
- Final impact determinations between these two documents are likely to result in subtle differences, which will not require an independent vetting process.

180.10.05.15 Section 4(f)/Section 6(f) Evaluation

The consultant team shall produce a final Section 4(f)/Section 6(f) Evaluation. Assumes temporary occupancy with a de minimis determination.

180.10.05.30 CEQA Certification

Consultant team shall support the City of San Diego in Certification of the Final IS/MND before approving the project.

180.10.05.40 Section 106 Consultation and MOA

Consultant shall use the technical studies, reports, coordination, and agreements already prepared and associated with completing Section 106 Consultation.

- All technical studies, reports, coordination, and agreements associated with completing Section 106 Consultation for projects involving multiple alignments

where the preferred alternative identified until after circulation of the Draft Environmental Document. Efforts may include:

- Prepare and Process Supplemental Cultural Resources Compliance Documents for the Preferred Alternative (including preparation of Final Area of Potential Effect map, Supplemental Historic Property Survey Report, Finding of Effect, Archaeological Data Recovery Plan/Treatment Plan, and Memorandum of Agreement (MOA)).
- Processing of supplemental compliance documents through Caltrans-District 11 and/or the State Historic Preservation Officer for concurrence on resource significance, project effects, and mitigation measures.

180.10.05.45 Section 7 Consultation

Consultant will prepare all technical studies, reports, coordination, and support consistent with the requirements of an informal Section 7 consultation with the U.S Fish and Wildlife Service of the Federal Endangered Species Act (FESA).

180.10.05.65 Section 404 Compliance

Wetlands have legal protection in accordance with Section 404 of the Clean Water Act (33 U.S.C. Section 1344). A permit from the ACOE is required for most activities that will impact wetlands. It is assumed that this action would be covered under a Nationwide Permit. If ACOE determines that an Individual Permit is required, a scope and fee amendment would be required in order to prepare the Individual Permit.

The above scope assumes the following:

- A Floodplain Only Practicable Alternative Finding will not be required
- A Wetlands Only Practicable Alternative Finding will not be required

180.10.10 Public Distribution of FED and Respond to Comments

Consultant will prepare a transmittal letter, along with the publication of the NOA and the FED. Distribute the FED to CTC and public agencies, and copies of the Federal Register. Consultant team will respond to comments on the FED. This activity includes reproduction, preparation of a transmittal letter, publication of the NOA, transmittal of copies of the Federal Register, and distribution of the FED. Includes transmittal of FED to CTC, preparation of CTC agenda item and respond to comments on the FED.

180.10.15 Final Right-of-Way Relocation Impact Document

Consultant will complete and update the draft Right of Way Impact Memo prepared during the DED phase.

180.15 Secure Caltrans Headquarters Approval

Work involved in preparing the Finding of No Significant Impact (FONSI).

Note: Environmental compliance is not necessarily "completed" at this stage. Rather, the environmental document and associated decision making process is complete.

180.15.05 Finding of No Significant Impact (NEPA)

Consultant will prepare a draft FONSI for submittal to Caltrans, respond to comments and finalize the FONSI.

Deliverables: Approved FONSI

180.15.20 Environmental Commitments Record (ECR)

Consultant will prepare and update the ECR and its associated documentation including the Mitigation Monitoring and Reporting Record (MMRP) or Permits, Agreements, and Mitigation (PAM) for transmittal to Design for PS&E. The ECR will include all required mitigation commitments from the Final EA/FONSI (NEPA) and the Final IS/MND (CEQA).

Includes all WBS 180 (PR and FED) work previously performed by FHWA, but which is now the responsibility of Caltrans as a result of full NEPA delegation from FHWA under SAFETEA-LU.

185 Prepare Base Maps and Plan Sheets during PS&E Development

Work during PS&E development involved in the preparation of geometric base maps and functional base plan sheets, including review of existing project information, obtain appropriate updated topographic mapping, conducting additional studies. Assumes that Roadway Civil Sheets will be prepared in City of San Diego format for encroachment permit processing.

185.05 Updated Project Information

Activities necessary to update project information needed to prepare engineering design reports, perform preliminary design, determine Right of Way/Utility requirements, and perform 30% constructability review.

Deliverables:

- Updated Project Information
- Confirmation Of Project Purpose And Scope

1. Project Concept Review

- Review of existing project information to determine the project purpose and scope.
- Review Project Reports
- Review Post Miles and Description of Project
- Review Planning Alignments
- Review Traffic Capacity Requirements
- Review Project Site
- Review/Update Project Cost Estimate
- Confirm Project Purpose And Scope
- 30% Constructability Review

Perform the above task with the following assumption:

- The City and Caltrans will provide any additional information that may not have been available during the preliminary engineering phase.

185.10 Engineering and Photogrammetric Surveys

Develop the mapping and survey control necessary for PS&E.

Deliverables:

- Project Mapping for PS&E
- Project Survey Control for PS&E

1. Control Surveys

Consultant will perform control survey work related to the West Mission Bay Bridge Improvements; bringing control from Basic (Corridor) Control and adjacent projects, establishing primary control throughout the project, and establishing supplemental control for the project.

Deliverables:

- Permanent Project Control Monumentation
- Project Control Diagram
- Project Control Report
- Inclusion of control points in electronic control database

Note:

Does not include control set for aerial mapping products.

2. Engineering Surveys

This task includes the following work:

- Research to establish appropriate datum and right of way location. Perform additional research of existing Caltrans highway surface survey data and incorporate into topographic mapping.
- Establish pre-marked panel locations for aerial control survey.
- Perform control survey of pre-marked panel locations and verify/compute right of way.
- Obtain new Topographic Survey for the PS&E.
- Perform Terrain Line Interpolation (TLI) survey of West Mission Bay Drive. The TLI will consist of measuring the edge of traveled way (ETW), edge of shoulder, top or toe of slope, and any additional grade break lines between the ETW and the existing right of way. Field survey data will also be needed of the Class 1 Bike facilities on the north and south side of San Diego River adjacent to the WMBD existing bridge abutments.
- Perform TLI along the sections of proposed road widening of West Mission Bay Drive. TLI will consist of measuring complete street cross-section data at 50' intervals from right of way to right of way.
- Obtain other field survey information such as bridge slope paving, bridge columns, etc. for project design.
- Reduce field data and process to incorporate into Aerial Mapping topography and prepare for submittal
- Provide traffic control as required per City and Caltrans encroachment permits

Deliverables:

Design Software Project File, containing any or all of the following;

- Topography
- Structures
- Utility Locations
- Monitoring Surveys
- Vertical Clearance

185.15 Preliminary Design

This activity includes establishment of base drawings using updated topography and any subsequent substantial changes to the project footprint.

1. Roadway and Miscellaneous Design

The consultant team will prepare Geometric Approval Drawings (GADs) for the project and submit to Caltrans and the City for review and approval. The GADs package will contain the following, first order plans:

- Typical Cross Sections
- Layouts (to be shown with grading limits)
- Profile and Superelevation Diagrams
- Pertinent exhibits from the approved Traffic Study (i.e. Intersection Turning Movement Volumes, AM/PM Peak)
- Preparation of the Design Information Bulletin No. 78 Checklist

Deliverables:

- Completion of base maps (which become skeleton plan sheets) suitable for developing the functional PS&E and approved Geometric Approval Drawings (GAD).
- Geometric Approval Drawings

2. Proposed Geometrics Review

Includes: Routine meetings with City of San Diego and Caltrans in review of proposed geometric design.

3. Requests for Exceptions to Design Standards

All work necessary in the preparation of Fact Sheets for exceptions to the mandatory and advisory design standards and processing of approval.

185.20 Engineering Reports

Develop project design reports needed to establish design parameters and complete preliminary design (see sub-tasks).

1. Geotechnical Design Report (GDR)

This task includes all efforts required to prepare a Geotechnical Design report (GDR) to provide design recommendations for designs for cut slopes, embankments, earthwork, landslide remediation, retaining walls, groundwater studies, erosion control features, sub-excavation and any other studies involving geotechnical investigations and engineering geology.

2. Pavement Design Report

Provide all required tests, such as deflection study, to complete structural section design recommendations.

3. Materials Report

4. Updated Transportation Management Plan for Design Phase

5. Utility Locations Determined for Design

Update Utility Estimates, Utility Verification Maps. Transfer verified Utility Locations to plan sheet, Request for Pothole Locations (Pos Loc), Pothole plan, Notice to Owner to Pothole, Report of Investigation to Pothole, Utility Agreement to Pothole, Potholed facility information transferred to plan sheets, and Utility Survey.

185.25 Right Of Way Requirements Determination

Confirm right of way needs and prepare maps if needed for submittal to the City. Using updated topography, identify the need for new right of way, permanent easements, temporary construction easements, and railroad involvement. Coordinate with affected agencies to determine right of way impacts.

Deliverables: Right Of Way maps

1. Project Review with Affected Agencies

Conduct meetings and coordinate work with affected agencies to determine right of way impacts. This does not include obtaining of required permits or cooperative agreements

2. Fee and Easement Requirements Determination

3. Right of Way Requirements Maps

Modify project base maps to identify right of way needs for submittal to the City. This does not include work to prepare right of way appraisal maps. This will include incorporation of utility R/W needs determined in the PSRe.

4. Utility Conflict Maps

Includes internal review and recommendations to avoid relocation. Also includes preparation and transmittal of conflict maps to the utility companies. Determination of utility R/W needs.

185.30 Structure Site Plans

Prepare various structure site plans, including site geometrics, contours, utility locations and other surface and underground obstacles for the bridge and related retaining walls.

Deliverables:

Submittal of Structure Site Plans to the project team.

1. Site Plans for Bridges and Structures

Complete the Bridge Site Data Submittal form and attach all required background information with the form. In addition to the requested information, any special circumstance or important information should be noted and be included.

Sub-tasks:

- Collect and calculate required information
- Prepare site plan drawings
- Prepare Bridge Site Data Submittal form
- Complete, when necessary, the "special circumstance/important information" section of the bridge site submittal form.

2. Site Plans for Retaining Walls and Non-standard Earth Retention Systems

This activity includes all the tasks involved in assembling necessary data, such as foundation studies, etc., for retaining walls and nonstandard earth retention systems. This activity also includes completing the Bridge Site Submittal Form for Retaining Walls and Non Standard Earth Retention Systems and preparing necessary site plan sheets. In addition to the requested information, any special circumstance or important information should be noted and included.

Sub-tasks:

- Collect and calculate required information
- Prepare site plan drawings
- Prepare Bridge Site Submittal Form for Retaining Walls
- Complete, when necessary, the "special circumstance/important information" section of the bridge site submittal form.

240 Draft Structures PS&E

During this phase the project team will perform all necessary work to begin the Type Selection process in support of the environmental evaluation.

240.10 Preliminary Structure Type Selection Evaluation

The project team will prepare preliminary structure type selection evaluation based on the preferred architectural concept developed as part of the Architectural Refinement Study. This task includes the engineering and architectural analysis in support of the environmental document.

1. Preliminary Engineering Evaluation

Based on the preferred architectural concept developed previously, the project team will evaluate structure and material types that meet project performance criteria. These types could include cast-in-place or precast concrete, prestressed concrete and steel elements. Preliminary vehicular and seismic load analysis will be performed to develop preliminary girder, cap, column, pier, abutment and foundation dimensions and related cost. Construction and long-term maintenance will be evaluated. Recommendations of preferred structure and material types based on factors such as cost, speed of construction, and construction impacts to traffic and the surrounding environment will be developed.

The project team will perform design calculations to verify the feasibility of the selected bridge type as well as main geometry and details of main structural elements to include abutments, piles, piers, girders, and deck elements. In addition to the development of design calculations, the following drawings will be developed in addition to the bridge General Plan: foundation plan, abutment and pier elevations, sectional plan of the piers, girder layout and any special structural details, if necessary. Details of any special architectural features to include lighting, railing and landscaping will be included.

2. Preliminary Architectural Analysis

Perform architectural design studies based on the Architectural Refinement Study to evaluate, understand and determine any appropriate design responses and/or opportunities to resolve conditions where new structures, piers, abutments, and/or bents tie into the existing infrastructure on each side as well as within the river .

Develop recommendations for member shapes, rhythms, proportions, materials, finishes, colors of the bridge structural elements. These recommendations will be based on the following activities:

1. Perform architectural design study to understand how to enhance the view of the underside/soffit of the bridge deck from the river corridor.
2. Prepare a working 3-dimensional (3-D) model of selected bridge design and associated adjacent site that will be used to evaluate and test new infrastructure design elements.
3. Propose alternatives for new infrastructure design elements, including:
 - Pedestrian walkway finishes
 - Overlooks
 - Railings and guards (pedestrian and vehicular)
 - Stairs, landings and ramps
 - Furnishings: benches, seating, trash receptacles
 - Fencing and screening
 - Site elements
 - Signage and project identity
 - Landscaping
4. Prepare working sections, elevations and plans that illustrate new infrastructure design elements into the bridge plan.
5. Identify potential locations for the integration of public art into the bridge.
6. Prepare progress 3-D bridge simulations from 6 different vantage points. These progress simulations will illustrate various infrastructure design elements.
7. Prepare drawings that technically illustrate the new infrastructure design elements for TYLI to incorporate into the type-selection submittal.
8. Develop preliminary bridge lighting concepts. Prepare night-time visual simulations for bridge lighting.

Deliverables:

Preliminary schematic drawings
Progress 3-D bridge simulations
Structural analysis results and preliminary calculations
Updated cost estimate

Subconsultant: Consultant Summary
Activity: All Activities

Task	Description	TY Lin International	Rick Engineering	AECOM	Group Delta Consultants, Inc.	Estrada Land Planning	Safdie Rabines Architects	Labor Totals	
								Hours	Amount
100	Project Management								
100.10.01	Project Meetings	326	100	256	20	6	32	740	\$117,200
100.10.02	Project Coordination	534	142	101	8	12	20	817	\$133,315
100.10.03	Project Schedule	124	10	71	8		2	215	\$36,409
100.10.06	Progress Reports	72	10	54	8	2	8	154	\$23,610
100.10.07	QA/QC	138						138	\$24,780
160	Preliminary Engineering Studies								
160.10.15	Geometric Plans for Project Alternatives	40	200					240	\$30,284
160.10.45	Utility Locations Determined for Preliminary Engineering	40	40					80	\$12,124
160.10.65	Right-of-way Relinquishment and Vacation Study	16	24					40	\$5,458
160.12	Architectural Refinement Study					18		18	\$2,400
160.12.10	Bridge Site Analysis	35						35	\$5,600
160.12.20	Stakeholder Meeting No. 1 "Charter Session"-AMD 2								
160.12.30	Architecture Concept Development	141							
160.12.40	Stakeholder Meeting No. 2 "Selection Criteria Development"	8					140	281	\$39,795
160.12.50	Bridge Open House: Public Open House	8					20	28	\$5,420
160.12.60	Program and Community Requirements	126					254	380	\$54,840
160.12.70	Stakeholder Committee Meeting No. 3 "Bridge Alternatives Analysis"	8					20	28	\$5,420
160.12.80	Architectural Study Results and Recommendations	152					90	242	\$35,980
165	Draft Environmental Document (DED)								
165.10.20	Visual Impact Assessment And Scenic Resource Evaluation	20		38			8	66	\$9,130
165.10.40	Energy Studies			10				10	\$1,090
165.10.45	Summary of Geotechnical Report			10				10	\$1,190
165.10.75	Environmental Commitments Record	30	36	102	30	30		228	\$27,800
165.10.99	Traffic Study Summary	4	12	14				30	\$4,040
165.15.10	Wetlands/Jurisdictional Delineation Report			40				40	\$4,460
165.15.20	Natural Environmental Study			54				54	\$6,300
165.25.05	Draft Environmental Document Analysis			592		4		596	\$68,070
165.25.20	Environmental Quality Control And Other Reviews			80		2		82	\$10,455
165.50.05	U.S. Army Corps of Engineers Permit (404)	40	4	164				208	\$28,000
165.50.15	U.S. Coast Guard Permit	24		34				58	\$7,540
165.50.20	Department Of Fish & Game 1600 Agreement(s)	28		188				214	\$28,000
165.50.25	Coastal Zone Development Permit	42	8	106				156	\$19,076
165.50.30	Local Agency Concurrence/Permit	14	10	16				40	\$4,926
165.50.35	Waste Discharge (NPDES) Permit	24						24	\$3,270
165.50.40	U.S. Fish And Wildlife Service Approval (Add. Service)								
165.50.45	Regional Water Quality Control Board 401 Permit	10	24	70				104	\$12,038
175	Circulate DED and Select Preferred Project Alternative								
175.05	DED Circulation	6		67				73	\$8,275
175.05.05	Master Distribution and Invitation Lists			52				52	\$5,280
175.05.10	Notices Regarding Public Hearing And Availability of Draft E.D.			40				40	\$4,300
175.05.15	DED Publication And Circulation			50				50	\$5,810
175.05.20	Federal Consistency Determination (Coastal Zone)	8		36				44	\$4,970
175.10	Public Hearing	20		22				42	\$5,900
175.10.15	Displays for Public Hearing	44		86				130	\$14,920
175.15	Response to Public Comments	64	32	308	32	16	16	468	\$58,700
175.20	Select Project Preferred Alternative	16						16	\$2,400
180	Final Environmental Document								
180.10	Final Environmental Document	12		212				224	\$25,668
180.10.05	Approved Final Environmental Document			77				77	\$8,315
180.10.05.05	Draft Final Environmental Document Review	24		108				132	\$16,780
180.10.05.10	Revised Draft Final Environmental Document			128				128	\$14,240
180.10.05.15	Section 4(f)/Section 6(f) Evaluation			62				62	\$6,320
180.10.05.30	CEQA Certification			26				26	\$2,930
180.10.05.40	Section 106 Consultation And MOA			22				22	\$2,390
180.10.05.45	Section 7 Consultation			80				80	\$10,230
180.10.05.65	Section 404 Compliance			46				46	\$5,570
180.10.10	Public Distribution of F.E.D. and Respond to Comments	8		94				102	\$11,028
180.10.15	Final Right Of Way Relocation Impact Document	12		32				44	\$5,560
180.15	Secure Caltrans Headquarters Approval	12		60				72	\$8,200
180.15.05	Finding of No Significant Impact (NEPA)	4		28				32	\$3,600
180.15.20	Environmental Commitments Record			66				66	\$6,470
185	Prepare Base Maps and Plan Sheets During PS&E Development								
185.05	Update Project Information		46					46	\$5,080
185.10	Engineering and Photogrametric Surveys	16	36					52	\$10,080
185.15	Preliminary Design	24	228					252	\$28,520
185.20	Engineering Reports				288			288	\$31,190
185.25	Right of Way Requirements Determination	10	28					38	\$4,382
185.30	Structure Site Plans	40			166			206	\$26,090
240	Draft Structures PS&E								
240.10	Preliminary Type Selection Evaluation	612					402	1014	\$140,810
Total Hours:		2,936	990	3,700	560	90	1,032	9,308	
Subtotal:		\$476,965	\$120,958	\$434,530	\$64,280	\$11,200	\$150,490		\$1,258,423

Trips @
Nights @
Prints @
Days @
Each @
Lump Sum @

Subtotal - REIMBURSABLE EXPENSES **\$40,488**

Subtotal - SUBCONSULTANT SERVICES **\$16,614**

All Activities \$1,315,525

Additional Services \$105,324

TOTAL: \$1,420,849

WBS Code	Description	Estimated Labor Hours							Labor Totals	
		Project Manager (Les Hopper)	Project Engineer (Jay Holombo)	Design Engineer (Brett Makley)	Sr. Engineer (Pete Smith)	CAD Tech (Oscar Colcol)	Admin		Hours	Amount
100	Project Management									
100.10.01	Project Meetings	160	166						326	\$59,360
100.10.02	Project Coordination	234	300						534	\$95,970
100.10.03	Project Schedule	100	24						124	\$24,340
100.10.06	Progress Reports	24	48						72	\$12,600
100.10.07	QA/QC	60	78						138	\$24,780
160	Preliminary Engineering Studies									
160.10.15	Geometric Plans for Project Alternatives	12	28						40	\$6,400
160.10.45	Utility Locations Determined for Preliminary Engineering	12	28						40	\$6,400
160.10.65	Right-of-way Realignments and Vacation Study		16						16	\$2,560
160.12	Architectural Refinement Study									
160.12.10	Bridge Site Analysis				35				35	\$5,600
160.12.20	Stakeholder Meeting No. 1 "Charter Session"									
160.12.30	Architecture Concept Development	3	16	44	60	18			141	\$21,090
160.12.40	Stakeholder Meeting No. 2 "Selection Criteria Development"	4	4						8	\$1,440
160.12.50	Bridge Open House, Public Open House	4	4						8	\$1,440
160.12.60	Program and Community Requirements	8	24	40	30	24			126	\$18,760
160.12.70	Stakeholder Meeting No. 3 "Bridge Alternatives Analysis"	4	4						8	\$1,440
160.12.80	Architectural Study Results and Recommendations	8	30	30	60	24			152	\$23,120
165	Draft Environmental Document (DED)									
165.10.20	Visual Impact Assessment And Scenic Resource Evaluation		20						20	\$3,200
165.10.40	Energy Studies									
165.10.45	Summary of Geotechnical Report									
165.10.75	Environmental Commitments Record	10	20						30	\$5,250
165.10.99	Traffic Study Summary	4							4	\$820
165.15.10	Wetlands/Jurisdictional Delineation Report									
165.15.20	Natural Environmental Study									
165.25.05	Draft Environmental Document Analysis									
165.25.20	Environmental Quality Control And Other Reviews									
165.50.05	U.S. Army Corps of Engineers Permit (404)	2	14	12		6	6		40	\$5,380
165.50.15	U.S. Coast Guard Permit	2	8	6		4	4		24	\$3,230
165.50.20	Department Of Fish & Game 1600 Agreement(s)	2	12	6		4	4		28	\$3,670
165.50.25	Coastal Zone Development Permit	2	16	8		4	4		42	\$5,070
165.50.30	Local Agency Concurrence/Permit	2	4			12	12		14	\$2,010
165.50.35	Waste Discharge (NPDES) Permit	2	10	4		4	4		24	\$3,270
165.50.40	U.S. Fish And Wildlife Service Approval (Add. Service)									
165.50.45	Regional Water Quality Control Board 401 Permit	2	4	4					10	\$1,360
175	Circulate DED and Select Preferred Project Alternative									
175.05	DED Circulation	2	4						6	\$1,050
175.05.05	Master Distribution and Invitation Lists									
175.05.10	Notices Regarding Public Hearing And Availability of Draft E.D.									
175.05.15	DED Publication And Circulation									
175.05.20	Federal Consistency Determination (Coastal Zone)									
175.10	Public Hearing	8		4					8	\$1,280
175.10.15	Displays for Public Hearing	16		4					20	\$3,120
175.15	Response to Public Comments	24	40	16		24			44	\$5,760
175.20	Select Project Preferred Alternative									

Travel	1350	Miles	@	\$0.55	\$743
Lodging/Meals	25	Nights	@	\$100.00	\$2,500
Plan Reproduction	500	Prints	@	\$3.00	\$1,500
Photocopies	3900	Copies	@	\$0.15	\$585
Postage & Freight	190	Each	@	\$25.00	\$4,750
Presentation Boards	5	Each	@	\$50.00	\$250

Subconsultant 1
Subconsultant 2
Subconsultant 3
Subconsultant 4
Subconsultant 5

PHASE II TOTAL	TY Lin International	\$487,293
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Subconsultant: Rick Engineering
Activity: Civil Engineering

		Estimated Labor Hours															Labor Totals	
		Principal-in-Charge (Kai Ramer)	Project Manager (Edgar Camerino)	Project Engineer (Mark Jugar)	Design Engineer (Thomas Schroeder)	Drafter (Ellen Hoag)	P-I-C/ Landscape Architecture	Principal L.A.	Associate L.A.	Associate L.A.	Survey Manager	Principal Survey Analyst (Brian Jacques)	Project Manager (H2O)	H2O Resources Designer	Field Supervisor	3-Person Survey Crew (Paul Knox, Alan Calabro, Chris Klima)	Hours	Amount
Task	Description																	
100	Project Management																	
100.10.01	Project Meetings		40	60													100	\$13,500
100.10.02	Project Coordination		12	130													142	\$18,060
100.10.03	Project Schedule		2	8													10	\$1,300
100.10.06	Progress Reports		2	8													10	\$1,300
100.10.07	QA/QC																	
160	Preliminary Engineering Studies																	
160.10.15	Geometric Plans for Project Alternatives	4	28	54	86	28												
160.10.45	Utility Locations Determined for Preliminary Engineering	4	8	20	4	4											200	\$23,344
160.10.65	Right-of-way Relinquishment and Vacation Study	1	4	8	8	3											40	\$5,184
160.12	Architectural Refinement Study																24	\$2,898
160.12.10	Bridge Site Analysis																	
160.12.20	Stakeholder Meeting No. 1 "Charter Session"																	
160.12.30	Architecture Concept Development																	
160.12.40	Stakeholder Meeting No. 2 "Selection Criteria Development"																	
160.12.50	Bridge Open House; Public Open House																	
160.12.60	Program and Community Requirements																	
160.12.70	Stakeholder Committee Meeting No. 3 "Bridge Alternatives Analysis"																	
160.12.80	Architectural Study Results and Recommendations																	
165	Draft Environmental Document (DED)																	
165.10.20	Visual Impact Assessment And Scenic Resource Evaluation																	
165.10.40	Energy Studies																	
165.10.45	Summary of Geotechnical Report																	
165.10.75	Environmental Commitments Record		4	12	20												36	\$4,240
165.10.99	Traffic Study Summary			12													12	\$1,500
165.15.10	Wetlands/Jurisdictional Delineation Report																	
165.15.20	Natural Environmental Study																	
165.25.05	Draft Environmental Document Analysis																	
165.25.20	Environmental Quality Control And Other Reviews																	
165.50.05	U.S. Army Corps of Engineers Permit (404)			4													4	\$500
165.50.15	U.S. Coast Guard Permit																	
165.50.20	Department Of Fish & Game 1600 Agreement(s)																	
165.50.25	Coastal Zone Development Permit			4		4											8	\$856
165.50.30	Local Agency Concurrence/Permit			6		4											10	\$1,106
165.50.35	Waste Discharge (NPDES) Permit																	
165.50.40	U.S. Fish And Wildlife Service Approval																	
165.50.45	Regional Water Quality Control Board 401 Permit			8	8	8											24	\$2,568
175	Circulate DED and Select Preferred Project Alternative																	
175.05	DED Circulation																	
175.05.05	Master Distribution and Invitation Lists																	
175.05.10	Notices Regarding Public Hearing And Availability of Draft E.D.																	
175.05.15	DED Publication And Circulation																	
175.05.20	Federal Consistency Determination (Coastal Zone)																	
175.10	Public Hearing																	
175.10.15	Displays for Public Hearing																	
175.15	Response to Public Comments			32													32	\$4,000
175.20	Select Project Preferred Alternative																	
180	Final Environmental Document																	
180.10	Final Environmental Document																	
180.10.05	Approved Final Environmental Document																	
180.10.05.05	Draft Final Environmental Document Review																	
180.10.05.10	Revised Draft Final Environmental Document																	
180.10.05.15	Section 4(f)/Section 6(f) Evaluation																	
180.10.05.30	CEQA Certification																	
180.10.05.40	Section 106 Consultation And MOA																	
180.10.05.45	Section 7 Consultation																	
180.10.05.65	Section 404 Compliance																	
180.10.10	Public Distribution of F.E.D. and Respond to Comments																	
180.10.15	Final Right Of Way Relocation Impact Document																	
180.15	Secure Caltrans Headquarters Approval																	
180.15.05	Finding of No Significant Impact (NEPA)																	
180.15.20	Environmental Commitments Record																	
185	Prepare Base Maps and Plan Sheets During PS&E Development																	
185.05	Update Project Information																	
185.10	Engineering and Photogrammetric Surveys			2	4	40											46	\$5,080
185.15	Preliminary Design	2	16	20	140	50						4				32	36	\$8,000
185.20	Engineering Reports																228	\$24,680
185.25	Right of Way Requirements Determination				8	4	16											
185.30	Structure Site Plans																	
240	Draft Structures PS&E																28	\$2,852
240.10	Preliminary Type Selection Evaluation																	
Total Hours:		11	118	398	310	117						4					32	990
Rate:		\$175	\$150	\$125	\$107	\$69	\$140	\$125	\$115	\$92	\$175	\$120	\$130	\$107	\$130	\$235		
Subtotal:		\$1,925	\$17,700	\$49,750	\$33,170	\$10,413						\$480				\$7,520		\$120,958

REIMBURSABLE EXPENSES

Travel
Lodging/Meals
Plan Reproduction
Flagging
Postage & Freight
Direct Expenses

Miles
Nights
Prints
Days
Each
Lump Sum

@ \$0.55
@
@
@
@
@

Subtotal - REIMBURSABLE EXPENSES

SUBCONSULTANT SERVICES

Traffic Models/Forecast
Traffic Counts
Hudson Safe-T-Lite (Traffic Control)
Photogrammetric Mapping
Subconsultant 5

\$3,000
\$13,614

\$3,000
\$13,614

Subtotal - SUBCONSULTANT SERVICES

\$16,614

PHASE II TOTAL

Rick Engineering

\$137,572

Subconsultant: AECOM
Activity: Environmental Engineering

WBS Code Description		Estimated Labor Hours																			Labor Totals			
		Vice President	Principal (Teri Fenner)	Sr. PM (Jason Reynolds)	Sr. Analyst/Planner (Nick Larkin)	Analyst/Planner (Cristina Lowery)	Sr. Archaeologist/Historian (Stacey Jordan-Corner)	Archaeologist/Historian (Trina Meiser)	Sr. Bio II (Paula Jacks)	Sr. Bio I (Arthur Popp)	Bio III (Barbara Calantais)	Sr. Envir/Scientist (Mark Williams)	Envir/Scientist II (William Maddux)	Envir/Scientist I (Jeff Goodson)	Sr. Landscapist/Urban Designer (Jeffrey Barr)	Landscapist/Urban Designer (Garrett Avery)	GIS Specialist (Jesse Lee)	Graphic Artist II (Daniel Brady)	Tech Editor (Theresa Tempereau)	Word Processor I (Marissa Fabrigas)	Hours	Amount		
100	Project Management																							
100.10.01	Project Meetings			144	112																256	\$34,640		
100.10.02	Project Coordination			41	60																101	\$12,955		
100.10.03	Project Schedule			35	36																71	\$9,385		
100.10.06	Progress Reports			18	36																54	\$6,750		
100.10.07	QA/QC																							
160	Preliminary Engineering Studies																							
160.10.15	Geometric Plans for Project Alternatives																							
160.10.45	Utility Locations Determined for Preliminary Engineering																							
160.10.65	Right-of-way Relinquishment and Vacation Study																							
160.12	Architectural Refinement Study																							
160.12.10	Bridge Site Analysis																							
160.12.20	Stakeholder Meeting No. 1 "Charter Session"																							
160.12.30	Architecture Concept Development																							
160.12.40	Stakeholder Meeting No. 2 "Selection Criteria Development"																							
160.12.50	Bridge Open House, Public Open House																							
160.12.60	Program and Community Requirements																							
160.12.70	Stakeholder Committee Meeting No. 3 "Bridge Alternatives Analysis"																							
160.12.80	Architectural Study Results and Recommendations																							
165	Draft Environmental Document (DED)																							
165.10.20	Visual Impact Assessment And Scenic Resource Evaluation			8	12																38	\$4,570		
165.10.40	Energy Studies			2	4	4									6	12					10	\$1,090		
165.10.45	Summary of Geotechnical Report				2	8																		
165.10.75	Environmental Commitments Record		2	8	24	8	4	6	2		12	2		12				6	6	4	6	102	\$11,565	
165.10.99	Traffic Study Summary			4	10																			
165.15.10	Wetlands/Jurisdictional Delineation Report			2	8						6	8						6	8	6	40	\$4,460		
165.15.20	Natural Environmental Study			4	44	148	60	6	32	12	44	56	2	24	56	8	18	18	24	16	16	592	\$67,430	
165.25.05	Draft Environmental Document Analysis		2	10	36						16	8						6			54	\$6,300		
165.25.20	Environmental Quality Control And Other Reviews		2	4	16					32	64	18	2	4			2	2	2	2	80	\$10,130		
165.50.15	U.S. Coast Guard Permit			2	12					2	6	12					12			8	8	164	\$22,120	
165.50.20	Department Of Fish & Game 1600 Agreement(s)			6	8					32	72	44									84	\$4,310		
165.50.25	Coastal Zone Development Permit			8	24						18						8	4	6	6	106	\$25,130		
165.50.30	Local Agency Concurrence/Permit			2	6					8	24	18					8	4	6	6	106	\$13,150		
165.50.35	Waste Discharge (NPDES) Permit																	8			8	\$996		
165.50.40	U.S. Fish And Wildlife Service Approval (Add. Service)																				16	\$1,816		
165.50.45	Regional Water Quality Control Board 401 Permit			8	12							12	4		12			8	4	6	4	70	\$8,110	
175	Circulate DED and Select Preferred Project Alternative																							
175.05	DED Circulation			5	16	10																		
175.05.05	Master Distribution and Invitation Lists			6	16	10					2	4	2					6	6	8	8	67	\$7,725	
175.05.10	Notices Regarding Public Hearing And Availability of Draft E.D.			6	16	10															4	16	\$2,280	
175.05.15	DED Publication And Circulation			4	12	8					4	4		2							4	40	\$4,300	
175.05.20	Federal Consistency Determination (Coastal Zone)			2	16	8												8	4			50	\$5,810	
175.10	Public Hearing			8	14															4	4	36	\$3,690	
175.10.15	Displays for Public Hearing																							
175.15	Response to Public Comments		2	8	10	12											16	40			22	\$2,780		
175.20	Select Project Preferred Alternative			20	40	72	4	8	8	28	36	6		12	8	24	8	8	12	12	308	\$34,580		
180	Final Environmental Document																							
180.10	Final Environmental Document			10	24	36	4	8	8	12	24	4			8	8	18	12	12	12	212	\$23,560		
180.10.05	Approved Final Environmental Document			6	18	24	2		2	4	8				3						4	6	77	\$9,315
180.10.05.05	Draft Final Environmental Document Review		2	8	14	26	4	4	2	12	12	4		4		4	4	4		4	108	\$12,568		
180.10.05.10	Revised Draft Final Environmental Document			10	20	36	4	8	4	8	12	4		4		4	4	4		4	128	\$14,240		
180.10.05.15	Section 4(f)/Section 6(f) Evaluation			6	16	18															62	\$6,320		
180.10.05.20	CEQA Certification			6	12	8															26	\$2,600		
180.10.05.40	Section 106 Consultation And MOA			4			2	6		6	20	30					4	2	2	2	22	\$2,390		
180.10.05.45	Section 7 Consultation			6	12												8	2	4	4	80	\$10,230		
180.10.15	Public Distribution of F.E.D. and Respond to Comments			6	24	44					20						4	4			46	\$5,570		
180.15	Final Right Of Way Relocation Impact Document			6	8	8				2	8	2		8							94	\$9,740		
180.15.05	Secure Caltrans Headquarters Approval			4	12	24				2	4						4	2	2	2	32	\$3,460		
180.15.10	Finding of No Significant Impact (NEPA)			4	12	12											2	4	4	4	28	\$2,960		
180.15.20	Environmental Commitments Record			4	12	24		2			2						2	4	4	6	66	\$6,470		
185	Prepare Base Maps and Plan Sheets During PS&E Development																							
185.05	Update Project Information																							
185.10	Engineering and Photogrammetric Surveys																							
185.15	Preliminary Design																							
185.20	Engineering Reports																							
185.25	Right of Way Requirements Determination																							
185.30	Structure Site Plans																							
240	Draft Structures PS&E																							
240.10	Preliminary Type Selection Evaluation																							
Total Hours:			14	495	902	482	30	74	122	346	348	38	24	123	30	74	164	156	140	158	3700			
Rate:		\$250	\$225	\$155	\$110	\$35	\$145	\$65	\$170	\$140	\$125	\$195	\$125	\$95	\$165	\$85	\$100	\$105	\$95	\$85				
Subtotal:			\$3,150	\$78,725	\$99,220	\$39,270	\$4,350	\$6,290	\$20,740	\$48,440	\$43,500	\$7,410	\$3,000	\$11,685	\$4,950	\$6,220	\$16,400	\$16,360	\$13,300	\$13,430		\$434,530		

REIMBURSABLE EXPENSES

Travel 1000 miles @ \$0.50
Lodging/Meals 2100 Nights @ \$500
Plan Reproduction 220,000 Plan Repr @ \$1.00
Photocopies 40 copies @ \$2.00
Postage & Freight each @ \$25.00
Records Search Arch & Hist @ \$800.00

Subtotal - REIMBURSABLE EXPENSES

\$25,600

SUBCONSULTANT SERVICES

Natural History Museum
Subconsultant 2
Subconsultant 3
Subconsultant 4
Subconsultant 5

Subtotal - SUBCONSULTANT SERVICES

PHASE II TOTAL

AECOM

\$460,130

Subconsultant: Group Delta Consultants, Inc.
Activity: Geotechnical Engineering

WBS Code	Description	Estimated Labor Hours								Labor Totals	
		Principal Eng/Geol (Shah Ghanbari)	Senior Eng/Geol (Jim Sanders, Matt Fagan)	Project Eng/Geol (Tom Canady)	Staff Eng/Geol (Meghan Lilgow)	Drafting (Jerry Jimenez)	Admin (Liz Schuler)	Laboratory Testing (Jan Krahl)		Hours	Amount
100	Project Management										
100.10.01	Project Meetings				20					20	\$2,600
100.10.02	Project Coordination				8					8	\$1,040
100.10.03	Project Schedule				8					8	\$1,040
100.10.06	Progress Reports				8					8	\$1,040
100.10.07	QA/QC				8					8	\$1,040
160	Preliminary Engineering Studies										
160.10.15	Geometric Plans for Project Alternatives										
160.10.45	Utility Locations Determined for Preliminary Engineering										
160.10.65	Right-of-way Relinquishment and Vacation Study										
160.12	Architectural Refinement Study										
160.12.10	Bridge Site Analysis										
160.12.20	Stakeholder Meeting No. 1 "Charter Session"										
160.12.30	Architecture Concept Development										
160.12.40	Stakeholder Meeting No. 2 "Selection Criteria Development"										
160.12.50	Bridge Open House: Public Open House										
160.12.60	Program and Community Requirements										
160.12.70	Stakeholder Committee Meeting No. 3 "Bridge Alternatives Analysis"										
160.12.80	Architectural Study Results and Recommendations										
165	Draft Environmental Document (DED)										
165.10.20	Visual Impact Assessment And Scenic Resource Evaluation										
165.10.40	Energy Studies										
165.10.45	Summary of Geotechnical Report										
165.10.75	Environmental Commitments Record										
165.10.99	Traffic Study Summary	2	8		10	10				30	\$3,520
165.15.10	Wetlands/Jurisdictional Delineation Report										
165.15.20	Natural Environmental Study										
165.25.05	Draft Environmental Document Analysis										
165.25.20	Environmental Quality Control And Other Reviews										
165.50.05	U.S. Army Corps of Engineers Permit (404)										
165.50.15	U.S. Coast Guard Permit										
165.50.20	Department Of Fish & Game 1600 Agreement(s)										
165.50.25	Coastal Zone Development Permit										
165.50.30	Local Agency Concurrence/Permit										
165.50.35	Waste Discharge (NPDES) Permit										
165.50.40	U.S. Fish And Wildlife Service Approval										
165.50.45	Regional Water Quality Control Board 401 Permit										
175	Circulate DED and Select Preferred Project Alternative										
175.05	DED Circulation										
175.05.05	Master Distribution and Invitation Lists										
175.05.10	Notices Regarding Public Hearing And Availability of Draft E.D.										
175.05.15	DED Publication And Circulation										
175.05.20	Federal Consistency Determination (Coastal Zone)										
175.10	Public Hearing										
175.10.15	Displays for Public Hearing										
175.15	Response to Public Comments				32					32	\$4,160
175.20	Select Project Preferred Alternative										
180	Final Environmental Document										
180.10	Final Environmental Document										
180.10.05	Approved Final Environmental Document										
180.10.05.05	Draft Final Environmental Document Review										
180.10.05.10	Revised Draft Final Environmental Document										
180.10.05.15	Section 4(f)/Section 6(f) Evaluation										
180.10.05.30	CEQA Certification										
180.10.05.40	Section 106 Consultation And MOA										
180.10.05.45	Section 7 Consultation										
180.10.05.65	Section 404 Compliance										
180.10.10	Public Distribution of F.E.D. and Respond to Comments										
180.10.15	Final Right Of Way Relocation Impact Document										
180.15	Secure Caltrans Headquarters Approval										
180.15.05	Finding of No Significant Impact (NEPA)										
180.15.20	Environmental Commitments Record										
185	Prepare Base Maps and Plan Sheets During PS&E Development										
185.05	Update Project Information										
185.10	Engineering and Photogrametric Surveys										
185.15	Preliminary Design										
185.20	Engineering Reports	8	10	60	100	20	10	80		288	\$31,190
185.25	Right of Way Requirements Determination										
185.30	Structure Site Plans	8	10	60	60	20	8			166	\$19,690
240	Draft Structures PS&E										
240.10	Preliminary Type Selection Evaluation										
Total Hours:		18	28	198	170	50	18	80		560	
Rate:		\$180	\$145	\$130	\$115	\$85	\$50	\$85			
Subtotal:		\$3,240	\$4,060	\$25,480	\$19,550	\$4,250	\$900	\$6,800			\$64,280

REIMBURSABLE EXPENSES

Travel	500	Miles	@	\$0.55	\$275
Lodging/Meals		Nights	@	\$125.00	
Plan Reproduction		Prints	@	\$10.00	
Photocopies	200	Copies	@	\$0.15	\$30
Postage & Freight	5	Each	@	\$25.00	\$125
Other (Specify)		Each	@		

Subtotal - REIMBURSABLE EXPENSES \$430

SUBCONSULTANT SERVICES

Mud Rotary Drill Rig
Limited Access Drill Rig (Tie-Back Walls)
Concrete Coring
Traffic Control
Permits - Caltrans/City/County/CCC/COE

Subtotal - SUBCONSULTANT SERVICES

PHASE II TOTAL Group Delta Consultants, Inc. \$64,710

Subconsultant: Estrada Land Planning
Activity: Landscape Architecture

Task	Description	Estimated Labor Hours						Labor Totals	
		Principal	Sr LS Architect (David Preclado)	Sr LS Designer (Kevin Nguyen)	Asst LS Designer (Rocio Casco)	Admin		Hours	Amount
100	Project Management								
100.10.01	Project Meetings		6					6	\$960
100.10.02	Project Coordination		4	4	4			12	\$1,440
100.10.03	Project Schedule								
100.10.06	Progress Reports		2					2	\$320
100.10.07	QA/QC								
160	Preliminary Engineering Studies								
160.10.15	Geometric Plans for Project Alternatives								
160.10.45	Utility Locations Determined for Preliminary Engineering								
160.10.65	Right-of-way Relinquishment and Vacation Study								
160.12	Architectural Refinement Study		10	4	4			18	\$2,400
160.12.10	Bridge Site Analysis								
160.12.20	Stakeholder Meeting No. 1 "Charter Session"								
160.12.30	Architecture Concept Development								
160.12.40	Stakeholder Meeting No. 2 "Selection Criteria Development"								
160.12.50	Bridge Open House; Public Open House								
160.12.60	Program and Community Requirements								
160.12.70	Stakeholder Committee Meeting No. 3 "Bridge Alternatives Analysis"								
160.12.80	Architectural Study Results and Recommendations								
165	Draft Environmental Document (DED)								
165.10.20	Visual Impact Assessment And Scenic Resource Evaluation								
165.10.40	Energy Studies								
165.10.45	Summary of Geotechnical Report								
165.10.75	Environmental Commitments Record		4	12	14			30	\$3,200
165.10.99	Traffic Study Summary								
165.15.10	Wetlands/Jurisdictional Delineation Report								
165.15.20	Natural Environmental Study								
165.25.05	Draft Environmental Document Analysis		4					4	\$640
165.25.20	Environmental Quality Control And Other Reviews		2					2	\$320
165.50.05	U.S. Army Corps of Engineers Permit (404)								
165.50.15	U.S. Coast Guard Permit								
165.50.20	Department Of Fish & Game 1600 Agreement(s)								
165.50.25	Coastal Zone Development Permit								
165.50.30	Local Agency Concurrence/Permit								
165.50.35	Waste Discharge (NPDES) Permit								
165.50.40	U.S. Fish And Wildlife Service Approval								
165.50.45	Regional Water Quality Control Board 401 Permit								
175	Circulate DED and Select Preferred Project Alternative								
175.05	DED Circulation								
175.05.05	Master Distribution and Invitation Lists								
175.05.10	Notices Regarding Public Hearing And Availability of Draft E.D.								
175.05.15	DED Publication And Circulation								
175.05.20	Federal Consistency Determination (Coastal Zone)								
175.10	Public Hearing								
175.10.15	Displays for Public Hearing								
175.15	Response to Public Comments			16				16	\$1,920
175.20	Select Project Preferred Alternative								
180	Final Environmental Document								
180.10	Final Environmental Document								
180.10.05	Approved Final Environmental Document								
180.10.05.05	Draft Final Environmental Document Review								
180.10.05.10	Revised Draft Final Environmental Document								
180.10.05.15	Section 4(f)/Section 6(f) Evaluation								
180.10.05.30	CEQA Certification								
180.10.05.40	Section 106 Consultation And MOA								
180.10.05.45	Section 7 Consultation								
180.10.05.65	Section 404 Compliance								
180.10.10	Public Distribution Of F.E.D. and Respond to Comments								
180.10.15	Final Right Of Way Relocation Impact Document								
180.15	Secure Caltrans Headquarters Approval								
180.15.05	Finding of No Significant Impact (NEPA)								
180.15.20	Environmental Commitments Record								
185	Prepare Base Maps and Plan Sheets During PS&E Development								
185.05	Update Project Information								
185.10	Engineering and Photogrammetric Surveys								
185.15	Preliminary Design								
185.20	Engineering Reports								
185.25	Right of Way Requirements Determination								
185.30	Structure Site Plans								
240	Draft Structures PS&E								
240.10	Preliminary Type Selection Evaluation								
Total Hours:			32	36	22			90	
Rate:		\$250	\$160	\$120	\$80	\$50			
Subtotal:			\$5,120	\$4,320	\$1,760				\$11,200

REIMBURSABLE EXPENSES

Travel	4	Trips @	\$15.00	\$60 (108/mi @ \$0.555)
Lodging/Meals		Nights @		
Plan Reproduction	10	Prints @	\$9.00	\$90
Presentation boards	2	Each @	\$50.00	\$100
Postage & Freight	6	Each @	\$30.00	\$180
Other		Lump Sum @		

Subtotal - REIMBURSABLE EXPENSES **\$430**

SUBCONSULTANT SERVICES

Subconsultant 1
Subconsultant 2
Subconsultant 3
Subconsultant 4
Subconsultant 5

Subtotal - SUBCONSULTANT SERVICES

PHASE II TOTAL	Estrada Land Planning	\$11,630
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Subconsultant: Safdie Rabines Architects
Activity: Bridge Architecture

Task	Description	Estimated Labor Hours								Labor Totals	
		Sr. Principal (Jose Ricardo Rabines)	Principal (Eric Lindebak)	Project Manager (Scott Maas)	Job Captain	Designer 3	Designer 2 (Sam Scott)	Designer 1	Draftsman	Hours	Amount
100	Project Management										
100.10.01	Project Meetings	8	12	6			6			32	\$6,140
100.10.02	Project Coordination	4	8	6			2			20	\$3,860
100.10.03	Project Schedule			2						2	\$340
100.10.06	Progress Reports		8							8	\$1,600
100.10.07	QA/QC										
160	Preliminary Engineering Studies										
160.10.15	Geometric Plans for Project Alternatives										
160.10.45	Utility Locations Determined for Preliminary Engineering										
160.10.65	Right-of-way Relinquishment and Vacation Study										
160.12	Architectural Refinement Study										
160.12.10	Bridge Site Analysis										
160.12.20	Stakeholder Meeting No. 1 "Charter Session"										
160.12.30	Architecture Concept Development			38			102			140	\$18,700
160.12.40	Stakeholder Meeting No. 2 "Selection Criteria Development"	4	8	8						20	\$3,960
160.12.50	Bridge Open House, Public Open House	4	8	8						20	\$3,960
160.12.60	Program and Community Requirements	10	30	50			140		24	254	\$36,080
160.12.70	Stakeholder Committee Meeting No. 3 "Bridge Alternatives Analysis"	4	8	8						20	\$3,960
160.12.80	Architectural Study Results and Recommendations	4	8	18			60			90	\$12,860
165	Draft Environmental Document (DED)										
165.10.20	Visual Impact Assessment And Scenic Resource Evaluation			8						8	\$1,360
165.10.40	Energy Studies										
165.10.45	Summary of Geotechnical Report										
165.10.75	Environmental Commitments Record										
165.10.99	Traffic Study Summary										
165.15.10	Wetlands/Jurisdictional Delineation Report										
165.15.20	Natural Environmental Study										
165.25.05	Draft Environmental Document Analysis										
165.25.20	Environmental Quality Control And Other Reviews										
165.50.05	U.S. Army Corps of Engineers Permit (404)										
165.50.15	U.S. Coast Guard Permit										
165.50.20	Department Of Fish & Game 1600 Agreement(s)										
165.50.25	Coastal Zone Development Permit										
165.50.30	Local Agency Concurrence/Permit										
165.50.35	Waste Discharge (NPDES) Permit										
165.50.40	U.S. Fish And Wildlife Service Approval										
165.50.45	Regional Water Quality Control Board 401 Permit										
175	Circulate DED and Select Preferred Project Alternative										
175.05	DED Circulation										
175.05.05	Master Distribution and Invitation Lists										
175.05.10	Notices Regarding Public Hearing And Availability of Draft E.D.										
175.05.15	DED Publication And Circulation										
175.05.20	Federal Consistency Determination (Coastal Zone)										
175.10	Public Hearing										
175.10.15	Displays for Public Hearing										
175.15	Response to Public Comments			16						16	\$2,720
175.20	Select Project Preferred Alternative										
180	Final Environmental Document										
180.10	Final Environmental Document										
180.10.05	Approved Final Environmental Document										
180.10.05.05	Draft Final Environmental Document Review										
180.10.05.10	Revised Draft Final Environmental Document										
180.10.05.15	Section 4(f)/Section 6(f) Evaluation										
180.10.05.30	CEQA Certification										
180.10.05.40	Section 106 Consultation And MOA										
180.10.05.45	Section 7 Consultation										
180.10.05.65	Section 404 Compliance										
180.10.10	Public Distribution of F.E.D. and Respond to Comments										
180.10.15	Final Right Of Way Relocation Impact Document										
180.15	Secure Caltrans Headquarters Approval										
180.15.05	Finding of No Significant Impact (NEPA)										
180.15.20	Environmental Commitments Record										
185	Prepare Base Maps and Plan Sheets During PS&E Development										
185.05	Update Project Information										
185.10	Engineering and Photogrammetric Surveys										
185.15	Preliminary Design										
185.20	Engineering Reports										
185.25	Right of Way Requirements Determination										
185.30	Structure Site Plans										
240	Draft Structures PS&E										
240.10	Preliminary Type Selection Evaluation	12	30	130			80		150	402	\$54,950
Total Hours:		50	120	298			390		174	1032	
Rate:		\$250	\$200	\$170	\$150	\$135	\$120	\$110	\$95		
Subtotal:		\$12,500	\$24,000	\$50,660			\$46,800		\$16,530		\$150,490

REIMBURSABLE EXPENSES

Travel	20	Trips @	\$11.10	\$222 (400/mi @ \$0.555)
Lodging/Meals		Nights @	\$90.00	
Plan Reproduction	2260	Prints @	\$1.00	\$2,260
Flagging		Days @	\$800.00	
Postage & Freight	8	Each @	\$30.00	\$240
Other (travel to Sacramento-Type Selection)		Lump Sum @		\$978

Subtotal - REIMBURSABLE EXPENSES \$3,700

SUBCONSULTANT SERVICES

Subconsultant 1
Subconsultant 2
Subconsultant 3
Subconsultant 4
Subconsultant 5

Subtotal - SUBCONSULTANT SERVICES

PHASE II TOTAL	Safdie Rabines Architects	\$154,190
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EXHIBIT D-3 – Time Schedule

	Task Duration
Task 100- Project Management	18 Months
Task 160- Preliminary Engineering Studies	5 Months
Task 165- Draft Environmental Document (DED)	7 Months
Task 175- Circulated DED and Select Preferred Project Alternative	3 Months
Task 180- Final Environmental Document	6 Months
Task 185- Prepare Base Maps and Plan Sheets during PS&E Development	2 Months

The term of this contract is 18 months from date of execution or until tasks are complete.

EXHIBIT H

City of San Diego Purchasing & Contracting Department CONTRACTOR STANDARDS *Pledge of Compliance*

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

West Mission Bay Drive over San Diego River Feasibility Study

B. BIDDER/CONTRACTOR INFORMATION:

T.Y. Lin International

Legal Name	San Diego,	DBA	
404 Camino del Rio South, Suite 700	CA		92108
Street Address	City	State	Zip
Les Hopper, Vice President/Transportation Group Manager	(619) 692-1920	(619) 692-0634	
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

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

☐ Yes ☒ No

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

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?

☐ Yes ☒ No

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

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

☒ **Corporation** Date incorporated: 9 / 1 / 1964 State of incorporation: California

List corporation's current officers: President: Alvaro Piedrahita
Vice Pres: F. Clark Fernon
Secretary: Robert A. Peterson
Treasurer: Robert A. Peterson (CFO)

Is your firm a publicly traded corporation? ☐ Yes ☒ No

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

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

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

☐ **Partnership** Date formed: / / State of formation:

List names of all firm partners:

☐ **Sole Proprietorship** Date started: / /

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

☐ **Joint Venture** Date formed: / /

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☒ No

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

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

☐ Yes ☒ No

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

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?

☐ Yes ☒ No

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

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged default, breach of contract, or fraud with or against a government agency?

☐ Yes ☒ No

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

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted, breached a contract, or committed fraud?

☐ Yes ☒ No

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

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

☐ Yes ☒ No

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

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?

☐ **Yes** ☒ **No**

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

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?

☐ **Yes** ☒ **No**

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

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

☐ **Yes** ☒ **No**

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

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

☒ Initial submission of *Contractor Standards Pledge of Compliance*.

☐ Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

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

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

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

- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

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

F. Clark Feron, Vice President
Print Name, Title


Signature

9/22/11
Date

EXHIBIT I - Equal Benefits Ordinance Certification of Compliance

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: T. Y. Lin International	Contact Name: Irene Minabe
Company Address: 404 Camino del Rio South, Suite 700	Contact Phone: (415) 291-3700
San Diego, CA 92108	Contact Email: Irene.Minabe@tylin.com

CONTRACT INFORMATION

Contract Title: West Mission Bay Drive over San Diego River Feasibility Study	Start Date: May 30, 2000
Contract Number (if no number, state location): Doc. No. RR-293189	End Date: Dec. 31, 2012

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

- ☒ I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- ☐ Provides equal benefits to spouses and domestic partners.
 - ☐ Provides no benefits to spouses or domestic partners.
 - ☐ Has no employees.
 - ☐ Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- ☐ I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

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

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

Irene Minabe, Vice President
Human Resource Director

Name/Title of Signatory

Irene Minabe

Signature

9-21-11

Date

FOR OFFICIAL CITY USE ONLY

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

SUBCONTRACTOR LIST

INFORMATION REGARDING SUBCONTRACTORS PARTICIPATION:

Subcontractor List shall include name and complete address of all Subcontractors who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.

Proposer shall also submit subcontractor commitment letters on subcontractor's letterhead, no more than one page each, from subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subcontractors shall be used for scope of work listed. No changes to this Subcontractor List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	*SLBE/ELB E/MBE/ WBE/DBE/ DVBE/OBE	** WHERE CERTIFIED
AECOM (formerly EDAW) 1420 Kettner Boulevard, Suite 500 San Diego, CA 92101	Environmental assessment of the alternatives & conducting technical environmental studies	35%	\$460,130.00	OBE	NA
Estrada Land Planning 755 Broadway Circle Suite #300 San Diego, CA 92101	Landscape Architectural Services	0.9%	\$11,630.00	MBE/MBE	CALTRANS
Group Delta Consultants, Inc. (formerly Geotechnics) 9245 Activity Road Suite 103 San Diego, CA 92126	Geotechnical Engineering Services	4.9%	\$64,710.00	OBE	NA
Rick Engineering Company 5620 Friars Road San Diego, CA 92110	Civil, Traffic & Hydraulics Engineering	10.5%	\$137,572.00	OBE	NA
Safdie Rabines Architects 925 Fort Stockton Drive San Diego, CA 92103	Bridge Architectural Services	11.7%	\$154,190.00	MBE	CALTRANS

Attachment II

* *For information only.* As appropriate, Consultant shall identify Subcontractors as:

Certified Minority Business Enterprise	MBE
Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE
Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE
Small Local Business Enterprise	SLBE
Emerging Local Business Enterprise	ELBE

** *For information only.* As appropriate, Consultant shall indicate if Subcontractor is certified by:

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

ORDINANCE NUMBER O-20119 (NEW SERIES)

DATE OF FINAL PASSAGE JAN 23 2012

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THE ACCEPTANCE OF
FEDERAL FUNDS; APPROVING THE THIRD AMENDMENT
TO THE CONSULTANT AGREEMENT BETWEEN THE CITY
OF SAN DIEGO AND TY LIN FOR THE WEST MISSION BAY
DRIVE BRIDGE OVER SAN DIEGO RIVER PROJECT.

WHEREAS, the West Mission Bay Drive Bridge spans the San Diego River and provides
a transportation link between the Point Loma and Pacific Beach communities; and

WHEREAS, the bridge currently has four lanes with non-standard shoulders and has
been determined to not meet current capacity demands; and

WHEREAS, the bridge's narrow sidewalks and lack of shoulders make it difficult from
bicyclists to utilize the bridge; and

WHEREAS, in May of 2000, the City entered into a consultant agreement with TY Lin
International (City Clerk Document No. RR-293189) to provide preliminary engineering services
to identify potential improvements to the West Mission Bay Drive Bridge and to identify
environmental impacts should these improvements be implemented; and

WHEREAS, the City and Ty Lin entered into a First Amendment in September of 2002
(City Clerk Document No. RR-296990), and a Second Amendment in September of 2008 (City
Clerk Document No. OO-19784) to add scope necessary to study possible improvements to the
West Mission Bay Drive Bridge and resulting environmental impacts; and

WHEAREAS, this action would authorize a Third Amendment to the consultant agreement with TY Lin to complete all required environmental studies and provide Final Environmental Documents; and

WHEREAS, this action will also authorize the acceptance of up to \$4,040,000.00 in federal grant funding to provide funds to complete future improvements to the West Mission Bay Drive Bridge; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That the Mayor, or his designee, is authorized to accept, for and on behalf of the City, the Program Supplement No. 113 and Revised Finance Letter, in the amount of \$4,040,000 for Federal Aid Project No. BHLS-5004(049), CIP S-00871, Replacement of the West Mission Bay Drive Bridge over the San Diego River Project (Project).

Section 2. That the Chief Financial Officer is authorized to accept federal grant funding up to \$4,040,000 for and on behalf of the City if the grant funding is secured.

Section 3. That the Chief Financial Officer is authorized to establish a special interest-bearing account and to deposit grant funds received in such account.

Section 4. That the Chief Financial Officer is authorized to take all necessary action to administer, monitor, and manage such grant funds for and on behalf of the City when received.

Section 5. That the Fiscal Year 2012 Capital Improvements Program Budget is amended by increasing Fund No. 600000, Federal, Grant Fund No. 1000174-2006, CIP S-00871 by \$4,040,000, Replacement of the West Mission Bay Drive Bridge over the San Diego River Project, contingent upon receipt of a fully executed grant agreement.

Section 6. That the Chief Financial Officer is authorized to appropriate and expend an amount not to exceed up to \$4,040,000 for CIP S-00871, Replacement of the West Mission Bay Drive Bridge over the San Diego River Project, Fund No. 600000, Federal Grant Fund No. 1000174-2006, pending receipt of the Program Supplement (Grant Agreement) for the Local Agency – State Agreement and Revised Finance letter for Federal Aid Project No. BHLS-5004(049).


Section 7. That the Mayor, or his designee, is authorized to execute, for and on behalf of the City, a Third Amendment to the Agreement with Ty Lin International, for professional services for CIP S-00871, Replacement of the West Mission Bay Drive Bridge over the San Diego River Project, in an amount not to exceed \$1,420,849.00, under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR 20113.

Section 8. That the Chief Financial Officer is authorized to expend an amount not to exceed \$1,420,849.00 from Fund No. 600000, Federal, Grant Fund No. 1000174-2006, and from Fund No. 400169, TransNet for CIP S-00871, Replacement of the West Mission Bay Drive Bridge River over the San Diego River Project , solely and exclusively to provide funds for the Project, provided that the Chief Financial Officer furnishes one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit in the City Treasury.

Section 9. That a full reading of this ordinance is dispensed with prior to its final passage, a written or printed copy having been made available to the City Council and the public a day prior to its final passage.

Section 10. That this ordinance shall take effect, and be in force on the thirtieth day from and after its final passage.

APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Ryan P. Kohut
Deputy City Attorney

RPK:cfq
11/21/2011
Or.Dept:ECP/ROW
Document Number: 281227

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of JAN 10 2012

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 1-23-12
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

Passed by the Council of The City of San Diego on JAN 10 2012, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Faulconer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Todd Gloria	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anthony Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carl DeMaio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marti Emerald	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage JAN 23 2012

AUTHENTICATED BY:

JERRY SANDERS

Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California.

By [Signature], Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on

DEC 06 2011

, and on

JAN 23 2012

~~I FURTHER CERTIFY that said ordinance was read in full prior to its final passage.~~

I FURTHER CERIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California.

(Seal)

By [Signature], Deputy

Office of the City Clerk, San Diego, California

Ordinance Number O-

20117

Passed by the Council of The City of San Diego on January 10, 2012 by the following vote:

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

NAYS: **NONE.**

NOT PRESENT: **EMERALD.**

RECUSED: **NONE.**

AUTHENTICATED BY:

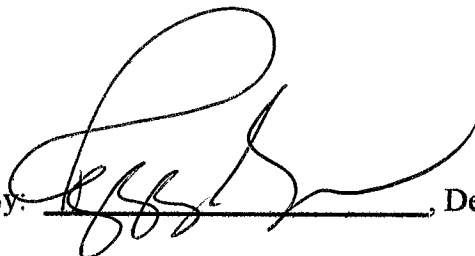
JERRY SANDERS

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By:  Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O – 20119 (New Series) of The City of San Diego, California.

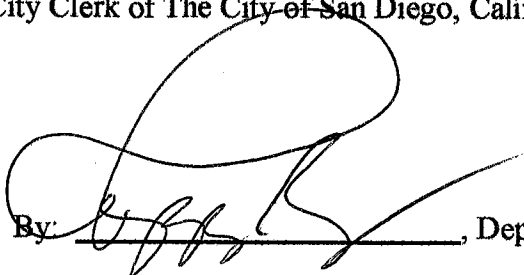
I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on December 06, 2011 and on January 23, 2012.

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By:  Deputy

ORDINANCE NUMBER O- 20240 (NEW SERIES)

DATE OF FINAL PASSAGE JAN 23 2013

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THE EXECUTION OF THE
FOURTH AMENDMENT TO THE CONSULTANT
AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND
T.Y. LIN INTERNATIONAL AND OTHER ACTIONS
RELATED TO THE WEST MISSION BAY BRIDGE.

WHEREAS, the Mission Bay Drive Bridge spans across the San Diego River connecting
the Loma Portal/Point Loma and Pacific Beach communities; and

WHEREAS, the current four lane configuration of the Mission Bay Bridge has
insufficient capacity, substandard shoulders, and does not provide facilities for the safe use of the
bridge by bicyclists; and

WHEREAS, the proposed project [Project] will replace the existing four lane bridge with
a six lane bridge consisting of two parallel structures with three lanes in each direction in
addition to a Class 1 multimodal bicycle/pedestrian facility connecting to existing multimodal
paths to the north and south of the San Diego River; and

WHEREAS, the City and TY Lin International now desire to enter into a Fourth
Amendment to the Consultant Agreement to design and prepare the plans, specifications, and
estimates of the Project; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That the Mayor, or his designee, is authorized to execute, for and on behalf of
said City, a Fourth Amendment to the Consultant Agreement for the West Mission Bay Drive
Bridge over San Diego River Project - Bridge No. 57C-0023 (Project) with T.Y. Lin
International for design services in an amount not to exceed \$3,428,442.00 under the terms and

conditions set forth in the First Amendment to the Agreement, on file in the office of the City Clerk as Document No. OO 20240, contingent upon the Chief Financial Officer furnishing a certificate certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

Section 2. That the Chief Financial Officer is authorized to transfer \$540,000 from CIP S-00877, Torrey Pines Slope Restoration, to CIP S-00871, Replacement of the West Mission Bay Drive Bridge over San Diego River Project within Fund No. 400169, Transnet.

Section 3. That the Chief Financial Officer is authorized to transfer \$500,000 from CIP S-00946, Rose Creek Bikeway, to CIP S-00871, Replacement of the West Mission Bay Drive Bridge over San Diego River Project within Fund No. 400677, Transnet.

Section 4. That the expenditure of an amount not to exceed \$3,428,442.00 from CIP S-00871, Replacement of the West Mission Bay Drive Bridge over San Diego River Project, of which \$2,742,754 is available from Fund No. 600000, Federal, Grant Fund No. 1000174-2006, and \$685,688 is available from No. 400169 Transnet, is authorized for the purpose of executing this Amendment to the Agreement, contingent upon the City Comptroller first certifying that funds are available providing funds necessary for the expenditure are, or will be, on deposit with the City Treasurer.

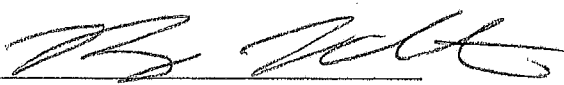
Section 5. That the Chief Financial Officer, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves.

Section 6. That a full reading of this ordinance is dispensed with prior to its passage, a written or printed copy having been made available to the City Council and the public prior to the day of its passage.

Section 7. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: JAN I. GOLDSMITH, City Attorney

By


Ryan P. Kohut
Deputy City Attorney

RPK:cfq
5/11/2012
Or.Dept:E&CP/ROW
Document Number: 370137

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of JAN - 8 2013

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 1/23/13

(date)


BOB FILNER, Mayor

Vetoed: _____

(date)

BOB FILNER, Mayor

Passed by the Council of The City of San Diego on January 8, 2013 by the following vote:

YEAS: **LIGHTNER, FAULCONER, GLORIA, KERSEY, ZAPF,
SHERMAN, ALVAREZ, EMERALD.**

NAYS: **NONE.**

VACANT: **DISTRICT 4.**

NOT PRESENT: **NONE.**

RECUSED: **NONE.**

AUTHENTICATED BY:

BOB FILNER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: Mary Zumaya, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O – 20240 (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on December 4, 2012 and on January 23, 2013.

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By: Mary Zumaya, Deputy

DUPLICATE ORIGINAL

FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment to the West Mission Bay Drive Bridge over San Diego River Feasibility Study, contract number H031061, dated May 30, 2000 [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and T.Y. Lin International [Consultant].

RECITALS

A. The City and Consultant [collectively referenced herein as the "Parties"] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. RR-293189, to provide Professional Services for Replacement of the West Mission Bay Drive Bridge over San Diego River [Project].

B. The City desires to execute a Fourth Amendment to the Agreement for the Consultant to provide additional Professional Services, as indicated in the expanded Scope of Services [Exhibit A-4], for a compensation amount not to exceed \$3,428,442 (consisting of \$3,271,691 for the Scope of Services and \$156,751 for Additional Services) with total compensation for services provided under the Agreement not to exceed \$7,317,580.

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

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

1. Section 1.1 is amended to read as follows:

ADD: "The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibit A-4] at the direction of the City as specifically enumerated in the Compensation Schedule [Exhibit B-4], and in accordance to the Time Schedule [Exhibit D-4]."

DOCUMENT NO. 00-20340

FILED JAN 08 2013
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

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

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or **March 30, 2017** whichever is the earliest but not to exceed five years unless approved by City ordinance."

3. DELETE Section 2.6 in its entirety and REPLACE with the following:

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving thirty (30) calendar days written notice of such termination to the Design Professional. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Design Professional. After termination of this Agreement, the Design Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Design Professional's Professional Services under this Agreement. For services satisfactorily rendered in completing the work, the Design Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Design Professional before the effective date of termination. After filing of documents and completion of performance, the Design Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Design Professional's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Design Professional discharges the City of all of the City's payment obligations and liabilities under this Agreement.

4. Section 3.1, **Amount of Compensation**, is amended to read as follows:

ADD: "The City shall pay the Consultant for actual costs incurred for all Professional Services and all expenses related to performance under this Fourth Amendment to the Agreement, in an amount not to exceed \$3,428,442.00 (consisting of \$3,271,691.00 for the Scope of Services and \$156,751.00 for Additional Services), as set forth in the Compensation and Fee Schedule [Exhibit B-4]. The Consultant shall be entitled to compensation for Professional Services under this Fourth Amendment to the Agreement, whether within the Scope of Services or as Additional Services, based on the Compensation and Fee Schedule. For the duration of this Fourth Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Compensation and Fee Schedule. The total Compensation to Consultant under this Agreement shall not exceed \$7,317,580.00 (consisting of \$6,817,063.00 for the total Scope of Services, and \$500,517.00 for the total Additional Services). All subcontracts in excess of \$25,000.00 shall contain the above payment provisions regarding allowable actual costs incurred.

5. Section 3.2, **Additional Services**, is amended to read as follows:

ADD: "If the City requires additional Professional Services [Additional Services] beyond the Scope of Services performed pursuant to this Fourth Amendment to the Agreement, except for additional costs as described in Section 3 of this Agreement, the City shall pay Consultant an additional fee, for actual costs incurred, not to exceed \$156,751.00. The City and the Consultant must agree in writing upon such fee for a specific task based on the Fee Schedule, and approval of the proposed Additional Services must be obtained in writing from CalTrans prior to the Consultant beginning the Additional Services."

6. DELETE Section 7.2 in its entirety and REPLACE with the following:

7.2 The Consultant and its Subcontractors shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract, for inspection by the City, CalTrans, FHWA, the State Auditor, the Comptroller General of the United States, or their duly authorized representatives.

7. DELETE Section 7.3 in its entirety and REPLACE with the following:

7.3 The cost principles and procedures for use in the determination of allowable elements of cost will be governed by the Federal Acquisition Regulations in 48 CFR, Chapter 1, Part 31. Said regulations are also applicable to Subcontracts in excess of \$25,000.00.

8. DELETE Section 10.5 in its entirety and REPLACE with the following:

10.5 Subcontracting. In the event that Design Professional utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Design Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision. Any subcontract in excess of \$25,000.00 entered into as a result of this contract, shall contain all provisions stipulated in this contract to be applicable to the subcontractors.

9. The following attachments are incorporated herein by reference as follows:
Exhibits A-4 (Scope of Services), B-4 (Compensation Schedule), D-4 (Time Schedule).

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

'The remainder of this page has been intentionally left blank.

DUPLICATE ORIGINAL

IN WITNESS WHEREOF, this Fourth Amendment to the West Mission Bay Drive Bridge over San Diego River Feasibility Study is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Ordinance No. 0-20240 authorizing such execution, and by Consultant.

THE CITY OF SAN DIEGO
Mayor or Designee

By: Tony Heinrich
Tony Heinrich
Director of Public Works

Date: 2/7/13

T.Y. LIN INTERNATIONAL

By: Clark Fernon
Name: Clark Fernon
Title: Vice President

Date: 5/11/12

I HEREBY APPROVE the form and legality of the foregoing Amendment on this
11th day of February, 2013

JAN I. GOLDSMITH, City Attorney

By: Ryan Kohut
Ryan Kohut
Deputy City Attorney

Scope of Services

West Mission Bay Drive Bridge Replacement

Plans, Specifications and Estimates (PS&E)

Prepared for:

City of San Diego

Prepared by:

T.Y. Lin International

February, 2012

I. Introduction

This Fourth Amendment to the Agreement for the West Mission Bay Drive Bridge over the San Diego River Improvements dated May 30, 2000 defines the following professional engineering services from T.Y. Lin International (TYLI):

- Prepare Draft Plans, Specifications and Estimates (PS&E)
- Prepare and circulate Final PS&E

Environmental review and documentation of the project is currently underway by the City and TYLI under separate agreements. This scope of services will provide for preliminary engineering during the environmental document phase of the project and the ultimate final design of the project upon approval of the environmental document, resulting in a set of PS&E construction documents. Construction engineering support services are not included in this scope of work.

The preliminary engineering phase consist of geotechnical field investigations and reports, bridge type selection and design, roadway design, drainage design, wet utility relocation design and dry utility coordination. All preliminary engineering will be coordinated with the current environmental review underway and the associated technical studies.

The final design phase will consist of incorporation of all review comments from the Draft PS&E into the Final Plans and submittal of the approved Final PS&E for advertising.

All plans will be submitted on City of San Diego D-Sheets (PDF format).

II. Scope of Work

Develop and complete construction plans, project specifications and a cost estimate for the construction of the West Mission Bay Drive Replacement project.

The scope of work for this phase of work is organized into the following main tasks:

100 - Project Management

100.15 - Project Management

230 - Prepare Draft Roadway PS&E

240 - Draft Structures PS&E

240.55 - Foundation Plan
240.60 - Hydraulics Report
240.65 - Preliminary Foundation Report
240.75 - Structure Type Selection Evaluation and 30% Design
240.80 - Foundation Report
240.85 - Draft Structure Plans
240.90 - Draft Structure Special Provisions and Cost Estimates

250 - Final Structures PS&E Package

250.55 - Final Structure Plans
250.60 - Final Structure Special Provisions and Cost Estimate

255 - Circulate, Review and Prepare Final Roadway PS&E Package

255.10 - Updated PS&E Package
255.15 - Environmental Reevaluation
255.20 - Final Roadway PS&E Package
255.40 - Resident Engineer's Pending File
255.65 - Right of Way Certification Document

265 - Bid Support

In general, the project scope follows the Caltrans Work Breakdown System (WBS).
Applicable WBS tasks are described below:

100 Project Management

100.15 Project Management - PS&E Component

Includes the management of the PS&E component from initiation through completion. These services include initiation, planning, execution, control, and close out of the PS&E component.

1 PS&E Component Initiation and Planning

Prepare a Project Management Plan based on the work done on earlier phases of the project and with added detail for the remaining project components.

Sub-tasks:

- Develop charter for the PS&E component based on the environmental documentation and any supporting reports.
- Update work-plan for the PS&E component to include scope, cost, and schedule elements.
- Update Quality Management Plan for the PS&E component.
- Update Communication Management Plan for the PS&E component.
- Update Resource Management Plan (staff and procurement) for the PS&E component.

End Product:

Project Management Plan with changes made during earlier components and with added detail for the PS&E component and summary for the remaining project components.

2 PS&E Component Execution and Control

Coordinate people and other resources to carry out the work-plan, and ensure that the PS&E component objectives are being met by monitoring progress and taking corrective action when necessary.

Sub-tasks:

- Provide status updates to include reporting work results and updating and revising the work-plan.
- Communicate and distribute project records and information. This includes responses to all internal and external requests for information about the project.
- Monitor and document quality assurance/quality control.

End Products:

Project records, using a uniform file system

3 PS&E Component Close Out

Formally bring the PS&E component to an end.

Sub-tasks:

- Finalize any contracts or agreements that are completed.
- Sponsor, team, and stakeholder evaluations of the PS&E component.
- Document lessons learned from the PS&E component.
- Develop the PS&E closeout report.

End Products:

Lessons Learned
Archived records

4 Project Shelving (PS&E)

Includes all efforts related to bringing a project and its associated files, designs, and other materials to neat closure at any point prior to full completion/closeout of the PS&E phase.

5 Updated Administrative Record during PS&E

Includes all efforts related to preparing or updating the Administrative Record for a project during the PS&E phase.

230 Prepare Draft Roadway PS&E

Prepare draft roadway plans, specifications and estimates, which extends approximately from Olie Street on the south to approximately 650 ft north of the northerly bridge abutment. This task includes roadway design and preparation of drainage, traffic control, utility, water pollution control and landscape plans.

1 Draft Roadway Plans

Prepare all plan sheets associated with the proposed roadway improvements for both 65% and 90% levels of design. These plans will include title sheet, key map and line index, profiles and superelevation sheets, construction details, contour grading plans, summary of quantities, standard plans selection, stage construction, detour plans, and water pollution control plans.

Deliverables: 65%, 90% draft roadway plans

2 Draft Planting Plans (Landscape)

Prepare all plan sheets associated with the proposed planting to 65% and 90% levels of design. These plans will include the planting palette, plant list, irrigation plans, and irrigation quantity sheets.

Deliverables: 65%, 90% draft planting and irrigation plans

3 Draft Traffic Plans

Prepare all plan sheets associated with the traffic plans to 65% and 90% levels of design. These plans will include signing and pavement delineation plans, construction area signs plans, traffic control, traffic phasing, and traffic electrical plans.

Deliverables: 65%, 90% draft signing and striping, pavement delineation, construction area signs and traffic electrical plans

4 Transportation Management Plan

Develop the project's Transportation Management Plan to accompany the project PS&E.

Sub-tasks:

- Itemize capital outlay costs tied to main project as State Furnished Material and expenses using the City and Caltrans historical cost data.
- Identify Standard Special Provisions (SSPs) to be included in contract document
- Coordinate lane closures for multiple projects in the same area to determine impact on this project
- Coordinate major closures with Caltrans, and the City to determine impact on this project
- Refine/finalize traffic contingency plan pending contractor's contingency plan
- Update TMP/lane closure database

Deliverables: Transportation Management Plan

5 Draft Utility Plans

Prepare all plans associated with the utility plans to 65% and 90% levels of design. These plans will include new facility plans and utility relocation plans to include two sewer lines and a water line.

Deliverables: 65%, 90% draft new utility facilities and utility relocation plans

6 Draft Drainage Plans

Prepare all plans associated with the drainage plans to 65% and 90% levels of design. These plans will include plan view and profile sheets for all proposed drainage facilities.

Deliverables: 65%, 90% draft drainage plans

7 Draft Specifications

Develop all Special Provisions necessary to describe the work included in the project plans. An outline of the Special Provisions shall be included with the 65% PS&E submittal, and full project Special provisions shall be included with the 90% and 100% PS&E submittals. These specifications shall include roadway, highway planting and irrigation, traffic, electrical, utility, water pollution control and erosion control specifications, as well as any other work that is depicted in the project plans.

Deliverables:

- 65% Submittal: Outline of project Special Provisions
- 90% Submittal: Full project Special Provisions

8 Draft PS&E Quantities and Estimates

Develop quantities and cost estimates for all work depicted in the project plans and Special Provisions. This task includes the preparation of quantities and estimates for roadway, highway planting and irrigation, drainage, traffic, electrical, utility, water pollution control, and erosion control items, along with any other items depicted in the project plans.

Deliverables: 65% and 90% Quantities and Cost Estimates for all work depicted in project plans and Special Provisions

9 Structures Draft PS&E Incorporation

Plans completed in Task 240 shall be incorporated into the plan set for 65% and 90% submittals as appropriate for City of San Diego reference.

240 Draft Structures PS&E

The project team shall perform design services for the replacement of the West Mission Bay Drive Bridge and approach area structures consistent with the environmental document phase. Bridge design work shall include activities to bring the design to Draft PS&E (Plans, Specifications and Estimates). Design includes submittals to the City of San Diego and

Caltrans, and a response to comments. Specific Draft Structures PS&E tasks consist of the following:

240.55 Draft Foundation Plan

Prepare draft foundation plan for the selected structure. This involves the analysis and design of the structure foundations and related retaining walls. This design is based on preliminary geotechnical design data and recommendations, and will require refinement after completion of the final Structures Foundation Report.

Deliverable: Draft Foundation Plan as part of the Structure Type Selection Report

240.60 Hydraulics Report

Update the Preliminary Hydraulics Report developed in Amendment No. 3 to include revised pier locations and sizes, and provide recommendations that are consistent with the alternatives developed in the Type Selection Report.

240.65 Update Preliminary Foundation Report

Update Structures Preliminary Foundation Report developed in prior phases of project. Make appropriate revisions and modifications to conform with Caltrans Foundation Report Preparation Manual regarding Bridge Preliminary Foundation Report guidelines.

Deliverable: Updated Bridge Preliminary Foundation Report

240.75 Structure Type Selection Evaluation and 30% Design

The project team will prepare structure type selection evaluation and 30% design based on the preferred architectural concept developed as part of the Architectural Refinement Study. This task includes the preparation of the Draft General Plan, General Plan Estimate and Structure Type Selection Report. Please note that this is a continuation from Amendment No. 3.

1 Type Selection Evaluation

Based on the preferred architectural concept developed previously, the project team will evaluate structure and material types that meet project performance criteria. These types could include cast-in-place or precast concrete, prestressed concrete and steel elements. Preliminary vehicular and seismic load analysis will be performed to develop preliminary girder, cap, column, pier, abutment and foundation dimensions and related cost. Construction and long-term maintenance will be evaluated. The project team will recommend preferred structure and material types based on factors such as cost, speed of construction, and construction impacts to traffic and the surrounding environment.

2 Draft General Plan

Prepare the Draft General Plan (GP) sheet for the selected structure type in conformance with Caltrans Memo to Designers. This GP will feature plan, elevation and typical section views in sufficient detail to illustrate overall structural components and features.

Deliverable: Draft General Plan as part of the Structure Type Selection Report

3 General Plan Estimate

Prepare a general plan level construction cost estimate for selected structure in conformance with Caltrans Bridge Design Aids.

Deliverable: General Plan Estimate on standard Caltrans GP Estimate Format. This will be submitted as part of the Structure Type Selection Report

4 Structure Type Selection Report

A Structure Type Selection Report will be prepared in conformance with Caltrans Bridge Memo to Designers. The report will include the Draft Foundation Plan, Draft General Plan and General Plan Estimate. Issues that will be addressed include:

- Cost
- Aesthetics
- Constructability
- Impacts to traffic
- Environmental impacts

Deliverable: Structure Type Selection Report

5 30% Structures Design

The project team will perform design calculations to verify the feasibility of the selected bridge type. Geometry and details of main structural elements to include abutments, piles, piers, girders, and deck elements will be evaluated. Drawings to be developed include abutment and pier elevations, sectional plan of the piers, girder layout and any special structural details, if necessary. Details of any special architectural features such as lighting, railing and landscaping will be included.

Deliverable: 30% Plans (submitted to Caltrans Local Assistance and City)

240.80 Foundation Report

The project team shall produce the Foundation Report. This report requires sufficient subsurface exploration to characterize geologic and geotechnical conditions for the structure. The data collected during this subsurface exploration will serve as a basis for providing recommendations that support both design and construction phases of the project. The Foundation Report will include the following;

- Project Location
- Summary of Site Geology and Subsurface Conditions
- Ground Water
- Scour Evaluation
- Corrosion Evaluation
- Seismic Study
- As-Built Foundation Data
- Foundation Recommendations
- Slope Stability Analyses
- General Notes to the Designer
- Construction Considerations

The Log of Test Borings (LOTB), which presents the description, in graphic and text format, of the types of soil and rock encountered during the subsurface exploration, will be developed for inclusion in contract plans.

Deliverables:

- Foundation Report
- Log of Test Borings

240.85 Draft Structures Plans and Quantities

Prepare Draft Structures Plans and Quantities (P&Q). The final product is draft designed, detailed and checked structural plans along with checked quantity calculations for identified contract bid items. This will be accomplished in three separate tasks.

240.85.10 Unchecked Details

Prepare and submit a set of unchecked bridge design plans consisting of designed and detailed plans (65% design) ready for independent check. Design will be based on Load and Resistance Factor Design (LRFD) methods, with HL-93 and permit truck design live loads. Seismic design will be in conformance with the latest Caltrans Seismic Design Criteria. Computer analysis and design programs used are to be "standard of the industry" for bridge design.

Develop a list of standard special provisions and a Specification Issues Log for the bridge items. The bridge general plan construction cost estimate will be updated to reflect any significant variations of cost from the original General Plan (GP) estimate. All drawings will be prepared in accordance with the City of San Diego drafting standards in U.S. Customary (English) units.

Deliverables:

- Unchecked details
- List of standard special provisions
- Specification Issues Log
- Updated GP cost estimate for bridge items only

240.85.20 Draft Structures Plans

Perform an independent design check and structural analysis of the unchecked details. This check will include calculations to verify structure layout, geometry and conformance with the bridge design criteria. As part of the independent design check process, a constructability review (CR) will be performed by appropriate field staff that will provide comment. A list of independent check and CR comments, along with a resolution worksheet will be prepared. Designer and independent checker will resolve discrepancies and revise plans accordingly.

The independent checker will review the standard specifications items list and the specifications log and provide comment. These items will be revised accordingly and the construction cost estimated will be revised as needed. A memorandum to specification engineer/estimator will be developed.

Based on comments from the independent check, the design team will prepare the Draft Structures Plans (Checked Details).

Deliverables:

- Checked details
- Independent check comment-resolution form
- Memorandum to specification engineer/estimator
- Updated GP cost estimate for bridge items, as needed

240.85.30 Structures Quantities

A set of quantity and check quantity calculations will be prepared in accordance with Caltrans Bridge Design Aids manual. Quantities will be reconciled to within tolerances given in the manual. These quantities will be used as the basis for the Engineer's Estimate of probable cost and the bill of quantities.

Deliverables:

- Checked quantity calculations

240.90 Draft Structures Special Provisions and Cost Estimate

A complete set of contract specifications will be provided in the City of San Diego format and incorporate Caltrans Standard Special Provisions and standard bid items to the maximum extent possible. The bridge Special Provisions will be incorporated with the City's Invitation to Bidders, agreement, and bond forms along with Caltrans/FHWA boilerplate contract documents.

An estimate of construction cost will be developed based on the checked quantities and unit prices from Caltrans, the City of San Diego and bid data collected from around the region.

To document an estimated construction schedule, a Working Day Summary will be prepared in conformance with Caltrans Office of Specially Funded Projects (OSFP) guidelines.

Deliverables:

- Structure Contract Item list
- Draft Special Provisions
- Cost Estimate for Structure Contract Items
- Working Day Summary

250 FINAL STRUCTURES PS&E PACKAGE

Perform final design for the replacement of the West Mission Bay Drive Bridge and approach areas. Final bridge design shall include the necessary activities needed to deliver a set of approved bridge PS&E. This task includes design, detailing, specifications, estimating and related quality control/quality assurance tasks of the bridge and related structures.

250.55 Final Structure Plans

Prepare Final Structure Plans which will incorporate the Draft Structures Plan review comments from the City of San Diego and Caltrans. Conduct a constructability review meeting to discuss relevant comments on the PS&E package, and revise structure plans as needed. Update Memorandum to Specifications Engineer and other items for the RE Pending file and update contract bid items and quantity calculations accordingly.

Deliverables:

- Final Structure Plans (submitted to Caltrans Local Assistance and City).
- Updated memorandum to specification engineer/estimator
- Updated quantity calculations

250.60 Final Structure Special Provisions and Cost Estimate

Prepare the final Structure Special Provisions and cost estimate based on comments generated during review of Draft Structures PS&E and the constructability review.

Deliverables:

- Final Structure Special Provisions
- Updated Construction Cost Estimate

255 CIRCULATE, REVIEW AND PREPARE FINAL ROADWAY PS&E PACKAGE

255.10 Updated PS&E Package

Update the Draft PS&E per City and Caltrans comments and prepare the Final PS&E package.

Deliverables:

- Updated set of plans, specifications and estimate ready for final process review prior to being transmitted to the City and Caltrans.

255.15 Environmental Reevaluation

Perform reevaluation of the environmental documents to determine if there are changes in any factors that might affect the validity of the project's Environmental Document (ED) Determination. Pertinent factors include, but are not limited to, changes in the project scope, identification of new issues, and changes in laws or regulations as they apply to the project. Reevaluation is required for Federal nexus projects at each project decision point and three years after completion of the ED or CE. If a supplemental document is required, WBS 165 should be used. In the event that permit renewals or extensions result in new or changed requirements, the Environmental Commitments Record, Mitigation Monitoring and Reporting Record, RE Pending File, and similar documents must also be updated. Note: FED's are only valid for three years; consequently this activity may be required more than once.

End Product:

A determination that no Reevaluation is required. A full Environmental Reevaluation or any associated tasks is not considered part of this scope of work.

255.20 Final Roadway PS&E Package

Complete the process requirements. Also includes effort to ensure the completeness, quality, and consistency of PS&E submitted to the City for processing.

End Product:

Final Roadway PS&E Package (Submitted to the City)

255.40 Resident Engineer's Pending File

Prepare the Resident Engineer's (RE) Pending File. Includes preparation of an Environmental Commitments Record (or similar document), and contacts with the City's Construction Manager to transmit the file and determine any additional information that may be required. Also includes preparing and forwarding additional information (such as cross sections/as-builts/slope staking notes/grid grades/structures 4-scales) as requested by the City's Construction Manager. In terms of the environmental component of the RE Pending file, the input is a "snapshot" of the Environmental Commitments Record (ECR), or

similar document (e.g., Mitigation Monitoring and Reporting Record). The ECR (or similar) also serves as the basis for determining Environmental Certification at RTL. Any changes in PS&E after District submittal to Headquarters will require coordination with the District Environmental Branch Chief and the City's Environmental Department to make any necessary updates to the ECR, RE Pending and Environmental Certification.

Subtasks:

- 1) Verify contract special provisions cover all items of work and other contract terms in accordance with all applicable standards, laws and regulations.
- 2) Verify Engineer's Estimate is consistent with the plans and special provisions and that there is a method of payment for all contract work either by contract item or other means.
- 3) Develop a punch list of non-conforming and unresolved issues and forward to the appropriate TYLI team member for resolution.

Deliverables: District RE Pending File and Structures RE Pending File forwarded to the City and Caltrans Construction and Surveys Departments.

255.65 Right of Way Certification

Prepare plats and legal descriptions for temporary construction easements and minor right of way boundary changes between and the City of San Diego and Caltrans. These will be used for the TCE near Olie Street and the sliver parcel on the south side of the San Diego River.

265 Bid Support

Respond to bidder's inquiries throughout the advertisement and award process. Provide written responses to RFI's and develop addenda, as required. The total effort is assumed not to exceed 370 hours.

III. Exclusions and Assumptions

The following services are not included as part of this proposal:

- Design support services during construction
- City and Caltrans permits and associated fees
- Preparation of Dry utility relocation plans is excluded, although the design team will coordinate with the dry utility owners, and the Bridge PS&E will include openings and supports for the dry utility conduits.
- Invitation to bidders, agreement and bond forms and all general specifications (boilerplate language to be provided by the City)
- Right of way appraisals
- It is assumed that the City will lead the Contract advertisement and Award effort and the consultant team will support that effort as needed.

IV. Fee

We propose to provide the services outlined previously for a lump-sum, fixed fee of \$3,428,442 as detailed in the attached Exhibit B, "Fee Proposal." Charges for design services will be billed monthly based on the percentage of work complete. Work will not be performed in excess of our estimated fee without written authorization from the City.

V. Project Duration

Design fees are based on a project duration of no more than 24 months, commencing in 2012 and ending in 2014, or to the end of the project services as required. Should the scope of work extend into subsequent years, the fees for outstanding efforts will be adjusted by 5% per year effective January 1st of each year.

February, 2012

Exhibit B-4 Compensation Schedule
West Mission Bay Drive Bridge Replacement
Plans, Specifications and Estimates

Subconsultant: Consultant Summary
 Activity: All Activities

Task	Description	TY Lin International	Rick Engineering	AECOM	Group Delta Consultants, Inc.	Estrada Land Planning	Safdie Rabines Architects	Labor Totals	
								Hours	Amount
100	Project Management								
100.15	Project Management - PS&E Component	1200	216				230	1646	\$317,270
230	Prepares Draft PS&E								
230.10	Draft Roadway PS&E	40	2646		110	332	24	3068	\$336,836
230.20	Draft Wet Utility Design								
230.20.1	Draft Water Design		30					38	\$3,346
230.20.2	Draft Sewer Design		63					63	\$5,976
240	Draft Structures PS&E								
240.55	Foundation Plan	300						300	\$40,400
240.60	Hydraulics Report	20	62					112	\$13,616
240.66	Update Preliminary Foundation Report				146			146	\$16,830
240.76	Type Selection Evaluation & 30% Design	1220			62		735	2007	\$277,030
240.80	Foundation Report	30			478			608	\$53,660
240.86	Draft Structures Plans and Quantities				40			40	\$5,200
240.86.10	Unchecked Details	4405					744	5149	\$793,460
240.86.20	Draft Structures Plans	2640					219	2869	\$400,766
240.86.30	Structures Quantities	1640						1640	\$227,400
240.90	Draft Special Provisions and Cost Estimates	760			40			820	\$119,300
260	Final Structures Plans								
260.66	Update Structures Plans	1210			160		639	1907	\$267,036
260.60	Update Special Provisions and Cost Estimates	320						320	\$44,000
266	Final PS&E								
266.10	Update PS&E Package	60	676					735	\$62,720
266.16	Environmental Reevaluation	16	82	140				238	\$32,746
266.20	Final Roadway PS&E	40	146		42	112	12	362	\$42,246
266.30	Final Wet Utility PS&E								
266.30.1	Final Water Design		17					17	\$1,704
266.30.2	Final Sewer Design		29					29	\$2,937
266.40	Resident Engineer's Pending File	600	108					608	\$66,100
266.66	Right of Way Certification		48					48	\$6,168
266	Bid Support	200	90		80			370	\$48,680
Total Hours:		14,521	4,132	140	1,162	444	2,503	22,692	
Subtotal:		\$2,116,660	\$460,542	\$20,000	\$130,120	\$49,540	\$357,950		\$3,135,012

ADDITIONAL SERVICES (5%)

\$156,751

Trips @
 Nights @
 Prints @
 Days @
 Each @
 Lump Sum @

Subtotal - REIMBURSABLE EXPENSES

\$34,679

Subtotal - SUBCONSULTANT SERVICES

\$102,000

All Activities

\$3,428,442

February, 2012

Exhibit B-4 Compensation Schedule
West Mission Bay Drive Bridge Replacement
Plans, Specifications and Estimates

Consultant: TY Lin International
 Activity: Bridge Engineering

WBS Code	Description	Estimated Labor Hours							Labor Totals	
		Project Manager (Les Hopper)	Project Engineer (Jay Holombo)	Engineer (Brett Makley & Arash Monsefian)	Engineer (Pete Smith & Jared Cole)	CAD Tech (Oscar Colcol & Yi Wang)	Admin (Cathy Salas)		Hours	Amount
100	Project Management									
100.16	Project Management PS&E Component	1200							1200	\$246,000
230	Prepare Draft PS&E									
230.10	Draft Roadway PS&E		40						40	\$6,400
230.20	Draft Wet Utility Design									
240	Draft Structures PS&E									
240.55	Foundation Plan		60	100		140			300	\$40,400
240.60	Hydraulics Report		20						20	\$3,200
240.65	Update Preliminary Foundation Report									
240.75	Type Selection Evaluation & 30% Design		50	400	400	330	40		1220	\$169,000
240.80	Foundation Report		30						30	\$4,800
240.85	Draft Structures Plans and Quantities									
240.85.10	Unchecked Details		165	990	1160	2100			4405	\$501,000
240.85.20	Draft Structures Plans		120	760	870	900			2840	\$371,400
240.85.30	Structures Quantities		110	860	480				1540	\$227,400
240.90	Draft Special Provisions and Cost Estimates		120	220	360		60		760	\$114,100
250	Final Structures Plans									
250.55	Update Structures Plans		50	440	360	370			1210	\$170,000
250.60	Update Special Provisions and Cost Estimates		40	150	80		40		320	\$44,000
255	Final PS&E									
255.10	Update PS&E Package		80						80	\$9,600
255.15	Environmental Reevaluation		15						15	\$2,660
255.20	Final Roadway PS&E		40						40	\$6,400
255.30	Final Wet Utility PS&E									
255.40	Resident Engineer's Pending File		40	150	160	160			600	\$71,000
255.55	Right of Way Certification									
265	Bid Support		40	60	40	40			200	\$26,800
Total Hours:		1200	1001	4230	3920	4030	140		14621	
Rate:		\$205	\$160	\$140	\$160	\$120	\$56			
Subtotal:		\$246,000	\$160,160	\$592,200	\$627,200	\$483,600	\$7,700			\$2,116,860

REIMBURSABLE EXPENSES

Travel	500	Miles @	\$0.55	\$275
Lodging/Meals	8	Nights @	\$100.00	\$800
Plan Reproduction	500	Prints @	\$3.00	\$1,500
Photocopies	5000	Copies @	\$0.15	\$750
Postage & Freight	200	Each @	\$25.00	\$5,000
Presentation Boards	10	Each @	\$50.00	\$500

Subtotal - REIMBURSABLE EXPENSES **\$8,825**

SUBCONSULTANT SERVICES

Subconsultant 1
 Subconsultant 2
 Subconsultant 3
 Subconsultant 4
 Subconsultant 5

Subtotal - SUBCONSULTANT SERVICES

Total	TY Lin International	\$2,125,685
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February, 2012

Exhibit B-4 Compensation Schedule
West Mission Bay Drive Bridge Replacement
Plans, Specifications and Estimates

Subconsultant: Rlok Engineering
 Activity: Civil Engineering

Task	Description	Estimated Labor Hours									Labor Totals	
		Principal-In-Charge (Kai Ramer)	Project Manager (Edgar Camerino)	Project Engineer (Mark Jugar)	Design Engineer (Thomas Schroeder)	Drafter (Ellen Hoag)	Survey Manager	Principal Survey Analyst (Brian Jaquess)	Project Manager (H2O) (Roberta Cronquist)	Field Supervisor	Hours	Amount
100	Project Management											
100.15	Project Management - PS&E Component	8	128	80							216	\$30,800
230	Prepare Draft PS&E											
230.10	Draft Roadway PS&E	26	160	230	1640	557		4	40		2546	\$275,668
236.20	Draft Wet Utility Design											
236.20.1	Draft Water Design		7		14	9					30	\$3,340
236.20.2	Draft Sewer Design		13		26	14					53	\$6,078
240	Draft Structures PS&E											
240.55	Foundation Plan											
240.60	Hydraulics Report	4	24		40	24					92	\$10,716
240.65	Update Preliminary Foundation Report											
246.75	Type Selection Evaluation & 30% Design											
240.80	Foundation Report											
240.85	Draft Structures Plans and Quantities											
240.85.10	Unchecked Details											
240.85.20	Draft Structures Plans											
240.85.30	Structures Quantities											
240.90	Draft Special Provisions and Cost Estimates											
250	Final Structures Plans											
250.55	Update Structures Plans											
250.60	Update Special Provisions and Cost Estimates											
255	Final PS&E											
255.10	Update PS&E Package	8	43	55	410	160	1	4		4	675	\$73,120
255.15	Environmental Reevaluation		20		20				24		82	\$10,186
255.20	Final Roadway PS&E	2	9	15	98	22					146	\$16,019
255.30	Final Wet Utility PS&E											
255.30.1	Final Water Design		2		7	6					17	\$1,781
255.30.2	Final Sewer Design		2		13	14					29	\$2,937
255.40	Resident Engineer's Pending File	4	40		40				24		108	\$14,100
255.55	Right of Way Certification		24		24						48	\$6,188
255	Bid Support		20		40	30					90	\$9,950
Total Hours:		51	402	380	2272	828	1	6	88	4	4132	
Rate:		\$176	\$160	\$126	\$107	\$86	\$176	\$120	\$130	\$130		
Subtotal:		\$8,926	\$72,300	\$47,500	\$243,104	\$73,662	\$176	\$960	\$11,440	\$620		\$460,542

REIMBURSABLE EXPENSES

Travel	500	Miles	@	\$0.55		\$275
Lodging/Meals		Nights	@	\$100.00		
Plan Reproduction	2825	Prints	@	\$3.00		\$7,875
Flagging		Days	@	\$0.15		
Postage & Freight	200	Each	@	\$25.00		\$5,000
Direct Expenses		5 Lump Sum	@	\$50		\$250
Subtotal - REIMBURSABLE EXPENSES						\$13,400

SUBCONSULTANT SERVICES

Subconsultant 1
 Subconsultant 2
 Subconsultant 3
 Subconsultant 4
 Subconsultant 5

Subtotal - SUBCONSULTANT SERVICES

TOTAL	Rlok Engineering	\$473,942
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February, 2012

Exhibit B-4 Compensation Schedule
West Mission Bay Drive Bridge Replacement
Plans, Specifications and Estimates

Subconsultant: AECOM
 Activity: Environmental Engineering

WBS Code	Description	Estimated Labor Hours							Labor Totals		
		Vice President	Principal (Teri Fanner)	Sr. PM (Jason Reynolds)	Analyst/ Planner (Nick Larkin)	Analyst/ Planner	Sr. Blo II	Sr. Blo I	Blo III	Hours	Amount
100	Project Management										
100.15	Project Management - PS&E Component										
230	Prepare Draft PS&E										
230.10	Draft Roadway PS&E										
230.20	Draft Wet Utility Design										
240	Draft Structures PS&E										
240.65	Foundation Plan										
240.60	Hydraulics Report										
240.65	Update Preliminary Foundation Report										
240.75	Type Selection										
240.80	Foundation Report										
240.85	Draft Structures Plans and Quantities										
240.85.10	Unhooked Details										
240.85.20	Draft Structures Plans										
240.85.30	Structures Quantities										
240.90	Draft Special Provisions and Cost Estimates										
250	Final Structures Plans										
250.65	Update Structures Plans										
250.80	Update Special Provisions and Cost Estimates										
255	Final PS&E										
255.10	Update PS&E Package										
255.15	Environmental Reevaluation		40		100					140	\$20,000
255.20	Final Roadway PS&E										
255.30	Final Wet Utility PS&E										
255.40	Resident Engineer's Pending File										
255.65	Right of Way Certification										
265	Bld Support										
Total Hours:			40		100					140	
Rate:		\$250	\$225	\$155	\$110	\$65	\$170	\$140	\$125		
Subtotal:			\$9,000		\$11,000						\$20,000

REIMBURSABLE EXPENSES

Travel	miles	
Lodging/Meals	Nights	
Plan Reproduction	Plan Repro	
Photocopies	copies	
Postage & Freight	each	
Records Search	Arch & Haz	

Subtotal - REIMBURSABLE EXPENSES

SUBCONSULTANT SERVICES

Subconsultant 1	
Subconsultant 2	
Subconsultant 3	
Subconsultant 4	
Subconsultant 5	

Subtotal - SUBCONSULTANT SERVICES

TOTAL	AECOM	\$20,000
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February, 2012

Exhibit B-4 Compensation Schedule
West Mission Bay Drive Bridge Replacement
Plans, Specifications and Estimates

Subconsultant: Group Delta Consultants, Inc.
 Activity: Geotechnical Engineering

WBS Code	Description	Estimated Labor Hours							Labor Totals	
		Principal Eng/Geol (Shah Ghanbari)	Eng/Geol (Jim Sanders, Matt Fagan)	Project Eng/Geol (Tom Canady)	Staff Eng/Geol (Meghan Lithgow)	Drafting (Jerry Jimenez)	Admin (Liz Schuler)	Laboratory Testing (Jan Krehbiel)	Hours	Amount
100	Project Management									
100.16	Project Management - PS&E Component									
230	Prepare Draft PS&E									
230.10	Draft Roadway PS&E	6	6	30	44	30			116	\$13,460
230.20	Draft Wet Utility Design									
240	Draft Structures PS&E									
240.65	Foundation Plan									
240.60	Hydraulics Report									
240.65	Update Preliminary Foundation Report	8	10	40	60	20	10		148	\$16,830
240.75	Type Selection Evaluation & 30% Design	4	8	40					52	\$7,080
240.60	Foundation Report	8	10	40	200	40	20	100	478	\$48,080
240.65	Draft Structures Plans and Quantities			40					40	\$5,200
240.65.10	Unchecked Details									
240.65.20	Draft Structures Plans									
240.65.30	Structures Quantities									
240.90	Draft Special Provisions and Cost Estimates			40					40	\$5,200
250	Final Structures Plans									
250.65	Update Structures Plans	8	10	40	60	40			168	\$18,390
250.60	Update Special Provisions and Cost Estimates									
255	Final PS&E									
255.10	Update PS&E Package									
255.15	Environmental Reevaluation									
255.20	Final Roadway PS&E	2	4	10	16	10			42	\$4,930
255.30	Final Wet Utility PS&E									
255.40	Resident Engineer's Pending File									
255.65	Right of Way Certification									
265	Bid Support	4	8	40	20	10			80	\$9,940
Total Hours:		38	54	320	400	150	30	180	1162	
Rate:		\$180	\$146	\$130	\$116	\$85	\$50	\$85		
Subtotal:		\$6,840	\$7,830	\$41,600	\$46,000	\$12,750	\$1,500	\$13,800		\$130,120

REIMBURSABLE EXPENSES

Travel	1500	Miles @	\$0.55	\$825
Lodging/Meals	4	Nights @	\$125.00	\$500
Plan Reproduction	100	Prints @	\$10.00	\$1,000
Photocopies	800	Copies @	\$0.15	\$120
Postage & Freight	15	Each @	\$25.00	\$375
Other (Specify)		Each @		

Subtotal - REIMBURSABLE EXPENSES **\$2,820**

SUBCONSULTANT SERVICES

Mud Rotary Drill Rig	\$65,000
Limited Access Drill Rig (Tie-Back Walls)	\$5,750
Concrete Coring	\$6,250
Traffic Control	\$25,000
Permits - Caltrans/City/County/OGG/COE	

Subtotal - SUBCONSULTANT SERVICES **\$102,000**

TOTAL	Group Delta Consultants, Inc.	\$234,940
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February, 2012

Exhibit B-4 Compensation Schedule
West Mission Bay Drive Bridge Replacement
Plans, Specifications and Estimates

Subconsultant: Estrada Land Planning
 Activity: Landscape Architecture

Task	Description	Estimated Labor Hours						Labor Totals	
		Principal (Vicky Estrada)	Sr L.S. Architect (David Preciado)	Sr L.S. Designer (Kevin Nguyen)	Asst L.S. Designer (Rocio Gasco)	Admin		Hours	Amount
100	Project Management								
100.15	Project Management - PS&E Component								
230	Prepare Draft PS&E								
230.10	Draft Roadway PS&E	4	98	60	156	14		332	\$37,060
230.20	Draft Wet Utility Design								
240	Draft Structures PS&E								
240.55	Foundation Plan								
240.60	Hydraulics Report								
240.65	Update Preliminary Foundation Report								
240.75	Type Selection								
240.80	Type Selection Evaluation & 30% Design								
240.85	Draft Structures Plans and Quantities								
240.85.10	Unchecked Details								
240.85.20	Draft Structures Plans								
240.85.30	Structures Quantities								
240.90	Draft Special Provisions and Cost Estimates								
250	Final Structures Plans								
250.55	Update Structures Plans								
250.60	Update Special Provisions and Cost Estimates								
255	Final PS&E								
255.10	Update PS&E Package								
255.15	Environmental Reevaluation								
255.20	Final Roadway PS&E	2	32	20	52	0		112	\$12,480
255.30	Final Wet Utility PS&E								
255.40	Resident Engineer's Pending File								
255.65	Right of Way Certification								
255	Bid Support								
Total Hours:		6	130	80	208	20		444	
Rate:		\$250	\$160	\$120	\$80	\$50			
Subtotal:		\$1,500	\$20,800	\$9,600	\$16,640	\$1,000			\$49,540

REIMBURSABLE EXPENSES

Travel	20	Trips @	\$15.00	\$300
Lodging/Meals		Nights @		
Plan Reproduction	228	Prints @	\$9.00	\$2,034
Presentation boards	16	Each @	\$50.00	\$750
Postage & Freight	23	Each @	\$30.00	\$690
Other		Lump Sum @		
Subtotal - REIMBURSABLE EXPENSES				\$3,774

SUBCONSULTANT SERVICES

Subconsultant 1
 Subconsultant 2
 Subconsultant 3
 Subconsultant 4
 Subconsultant 5

Subtotal - SUBCONSULTANT SERVICES

TOTAL	Estrada Land Planning	\$53,314
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February, 2012

Exhibit B-4 Compensation Schedule
West Mission Bay Drive Bridge Replacement
Plans, Specifications and Estimates

Subconsultant: Saldia Rabines Architects
 Activity: Bridge Architecture

Task	Description	Estimated Labor Hours								Labor Totals	
		Sr. Principal (Jose Ricardo Rabines)	Principal (Erico Lindehak)	Project Manager (Scott Mase)	Job Captain	Designer 3	Designer 2 (Sam Scott)	Designer 1	Draftsman (Bray Marsh)	Hours	Amount
100	Project Management										
100.15	Project Management - PS&E Component	18	71	101			40			230	\$40,670
230	Prepare Draft PS&E										
230.10	Draft Roadway PS&E		6	18						24	\$4,280
230.20	Draft Wet Utility Design										
240	Draft Structures PS&E										
240.55	Foundation Plan										
240.60	Hydraulics Report										
240.65	Update Preliminary Foundation Report										
240.75	Type Selection	20	70	225			120		300	735	\$100,150
240.80	Foundation Report										
240.85	Draft Structures Plans and Quantities										
240.85.10	Unchecked Details	30	69	225			120		300	744	\$102,450
240.85.20	Draft Structures Plans			99			45		75	219	\$29,355
240.85.30	Structures Quantities										
240.90	Draft Special Provisions and Cost Estimates										
250	Final Structures Plans										
250.65	Update Structures Plans	28	60	223			45		193	539	\$76,645
250.80	Update Special Provisions and Cost Estimates										
255	Final PS&E										
255.10	Update PS&E Package										
255.15	Environmental Reevaluation										
255.20	Final Roadway PS&E	4	2	6						12	\$2,420
255.30	Final Wet Utility PS&E										
255.40	Resident Engineer's Pending File										
255.95	Right of Way Certification										
265	Bid Support										
Total Hours:		100	288	897			370		858	2503	
Rate:		\$250	\$200	\$170	\$150	\$135	\$120	\$110	\$95		
Subtotal:		\$25,000	\$58,800	\$152,490			\$44,400		\$82,480		\$357,950

REIMBURSABLE EXPENSES

Travel	24	Trips @	\$75.00	\$1,800
Lodging/Meals		Nights @	\$90.00	
Plan Reproduction	3700	Prints @	\$1.00	\$3,700
Flagging		Days @	\$800.00	
Postage & Freight	12	Each @	\$30.00	\$360
Other		Lump Sum @		
Subtotal - REIMBURSABLE EXPENSES				\$5,860

SUBCONSULTANT SERVICES

Subconsultant 1
 Subconsultant 2
 Subconsultant 3
 Subconsultant 4
 Subconsultant 5

Subtotal - SUBCONSULTANT SERVICES

TOTAL	Saldia Rabines Architects	\$363,810
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EXHIBIT D-4 Time Schedule

	Task Duration
Task 100 -- Project Management	21 Months
Task 230 -- Prepare Draft PS&E	2 Months
Task 240 -- Draft Structures PS&E	6 Months
Task 250 -- Final Structures Plans	2 Months
Task 255 -- Final PS&E	3 Months
Task 265 -- Bid Support	9 Months

The task durations commence as of the date of the Notice to Proceed for Amendment No. 4.