

000013  
DOCKET SUPPORTING INFORMATION  
CITY OF SAN DIEGO  
EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE: 50  
May 12, 2008 07/29

SUBJECT: Seismic Retrofit of North Harbor Drive Bridge Over Estuary – Second Amendment to Agreement

**GENERAL CONTRACT INFORMATION**

Recommended Consultant: T. Y. Lin International  
Amount of this Action: \$ 150,857  
Original Contract: \$ 249,950  
All Other Actions: \$ 71,780  
Cumulative: \$ 472,587  
Funding Source: State  
Goal: 15% Voluntary

**SUBCONTRACTOR PARTICIPATION**

**This Action**

**Cumulative**

J. Muller International (Other)	\$ 0	0 %	\$ 52,000.00	11.00%
Earth Mechanics, Inc. (Asian Pacific Male/DBE)	\$ 9,807.00	6.50%	\$ 39,807.00	8.42%
Geomatrix Consultants, Inc. (Other)	\$ 7,920.00	5.25%	\$ 7,920.00	1.68%
<b>Total Certified Participation</b>	<b>\$ 9,807.00</b>	<b>6.50%</b>	<b>\$ 39,807.00</b>	<b>8.42%</b>
<b>Total Other Participation</b>	<b>\$ 7,920.00</b>	<b>5.25%</b>	<b>\$ 59,920.00</b>	<b>12.68%</b>
<b>Total Participation</b>	<b>\$ 17,727.00</b>	<b>11.75%</b>	<b>\$ 99,727.00</b>	<b>21.10%</b>

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Equal Opportunity: Required

T. Y. Lin International submitted a Work Force Report for their San Diego office dated January 4, 2008 which reflects twenty five (25) employees. The workforce analysis indicates under representations in the following area:

Females – Professional and Technical

T. Y. Lin International has an Equal Opportunity Plan on file.

**ADDITIONAL COMMENTS**

The *Work Force Analysis* is attached.



Beryl Rayford  
EOC Program Manager by:AMJ

File: Admin WOFO 2000

Date WOFO Submitted: 1/4/2008  
Input by: kh

Goals reflect statistical labor force availability for the following: 2000 CLFA San Diego, CA

City of San Diego/Equal Opportunity Contracting  
**WORK FORCE ANALYSIS REPORT**

FOR

Company: T.Y. Lin, International

I. TOTAL WORK FORCE:

	Black		Hispanic		Asian		American Indian		Filipino		White		Other					
	Goals	M	F	Goals	M	F	Goals	M	F	Goals	M	F	Goals	M	F			
Mgmt & Financial	3.3%	0	0	11.9%	0	0	6.2%	0	0	0.4%	0	0	6.2%	0	0	0	0	
Professional	4.0%	0	0	12.6%	1	0	6.5%	0	0	0.5%	0	0	6.5%	0	0	10	0	
A&E, Science, Computer	2.8%	0	0	7.3%	0	0	16.2%	0	0	0.3%	0	0	16.2%	0	0	0	0	
Technical	6.6%	0	0	14.8%	1	0	17.2%	1	0	0.4%	0	0	17.2%	2	0	0	0	
Sales	3.9%	0	0	19.5%	0	0	6.8%	0	0	0.6%	0	0	6.8%	0	0	0	0	
Administrative Support	7.0%	0	1	20.8%	0	1	8.8%	0	1	0.6%	0	0	8.8%	0	0	0	2	
Services	5.5%	0	0	36.9%	0	0	9.7%	0	0	0.8%	0	0	9.7%	0	0	0	0	
Crafts	4.5%	0	0	25.8%	0	0	9.1%	0	0	0.7%	0	0	9.1%	0	0	0	0	
Operative Workers	4.3%	0	0	38.8%	0	0	20.8%	0	0	0.3%	0	0	20.8%	0	0	0	0	
Transportation	8.1%	0	0	32.1%	0	0	4.5%	0	0	0.5%	0	0	4.5%	0	0	0	0	
Laborers	4.4%	0	0	54.0%	0	0	4.1%	0	0	0.5%	0	0	4.1%	0	0	0	0	
<b>TOTAL</b>		<b>0</b>	<b>1</b>		<b>2</b>	<b>1</b>		<b>1</b>	<b>1</b>		<b>0</b>	<b>0</b>		<b>2</b>	<b>0</b>		<b>12</b>	<b>3</b>

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

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

TOTAL EMPLOYEES			Female Goals
ALL	M	F	
2	2	0	39.8%
13	12	1	59.5%
0	0	0	22.3%
5	4	1	49.0%
0	0	0	49.4%
5	0	5	73.2%
0	0	0	62.3%
0	0	0	8.6%
0	0	0	36.7%
0	0	0	15.2%
0	0	0	11.1%
<b>TOTAL</b>	<b>25</b>	<b>18</b>	<b>7</b>

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

II. EMPLOYMENT ANALYSIS

	Black			Hispanic			Asian			American Indian			Filipino			Female		
	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy
Mgmt & Financial	0.07	0	N/A	0.24	0	N/A	0.12	0	N/A	0.01	0	N/A	0.12	0	N/A	0.80	0	N/A
Professional	0.52	0	N/A	1.84	1	N/A	0.85	0	N/A	0.07	0	N/A	0.85	0	N/A	7.74	1	(6.74)
A&E, Science, Computer	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Technical	0.33	0	N/A	0.74	1	N/A	0.86	1	N/A	0.02	0	N/A	0.86	2	1.14	2.45	1	(1.45)
Sales	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Administrative Support	0.35	1	N/A	1.04	1	N/A	0.44	1	N/A	0.03	0	N/A	0.44	0	N/A	3.66	5	1.34
Services	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Crafts	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Operative Workers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Transportation	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Laborers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

Goals are set by job categories for each protected group. An underrepresentation is indicated by a negative number, but if the DISCREPANCY is less than -1.00 position, a N/A will be displayed to show there is no underrepresentation.

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REQUEST FOR COUNCIL ACTION  
CITY OF SAN DIEGO

1. CERTIFICATE NUMBER  
(FOR AUDITOR'S USE ONLY)  
2800817

TO: CITY ATTORNEY

2. FROM (ORIGINATING DEPARTMENT):  
ENGINEERING & CAPITAL PROJECTS

3. DATE:  
April 9, 2008 50  
07/29

4. SUBJECT:  
Seismic Retrofit of the North Harbor Drive Bridge Over Navy Estuary- Second Amendment to Agreement

5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.) 6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.) 7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED  
Marnell Gibson, 533-5213, MS 908A Abi Palaseyed, 533-4654, MS 908A

8. COMPLETE FOR ACCOUNTING PURPOSES

8. COMPLETE FOR ACCOUNTING PURPOSES				9. ADDITIONAL INFORMATION / ESTIMATED COST:	
FUND	387141			Original Agreement for two projects:	\$ 249,950
DEPT.	30244			North Harbor Drive Bridge:	\$ 124,975
ORGANIZATION	107			West Mission Bay Drive Bridge:	\$ 124,975
OBJECT ACCOUNT	41184			First Amendment:	\$ 71,780
JOB ORDER	530381			North Harbor Drive Bridge:	\$ 29,860
C.I.P. NUMBER	53-038.1			West Mission Bay Drive Bridge:	\$ 41,920
AMOUNT	\$150,857			<b>Total This Request:</b>	<b>\$ 150,857</b>
				<b>Total Consultant Contract:</b>	<b>\$ 472,587</b>

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT	<i>[Signature]</i>	5/8/08	8	DEPUTY CHIEF	<i>[Signature]</i>	5/28/08
2	EAS	<i>[Signature]</i>	5/9/08	9	COO	- Not required -	
3	EOPC	<i>[Signature]</i>	5/13/08	10	CITY ATTORNEY	<i>[Signature]</i>	6/27/2008
4	LIAISON OFFICE	<i>[Signature]</i>	5/14/08	11	ORIG. DEPT.	<i>[Signature]</i>	6/30/2008
5	CIP/FM	<i>[Signature]</i>	5/20/08	DOCKET COORD: <i>[Signature]</i> COUNCIL LIAISON: <i>[Signature]</i> 7/13/08			
6	AUDITOR	<i>[Signature]</i>	5/22/08	<input checked="" type="checkbox"/> COUNCIL PRESIDENT <input type="checkbox"/> SPOB <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION <input type="checkbox"/> REFER TO: _____ COUNCIL DATE: 7/15/08			
7	P & C	<i>[Signature]</i>	5/28/08				

11. PREPARATION OF:  RESOLUTIONS  ORDINANCE(S)  AGREEMENT(S)  DEED(S)

1. Authorizing the Mayor or his designee to execute a Second Amendment to the Agreement with T-Y-Lin International in the amount of \$150,857 to finalize the Plans & Specifications and provide support during construction for CIP 53-038.1, Seismic Retrofit of the North Harbor Drive Bridge over Navy Estuary; and

11A. STAFF RECOMMENDATIONS: ADOPT THE RESOLUTION(S)

12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.)

COUNCIL DISTRICT(S): 2 (Kevin Faulconer)

COMMUNITY AREA(S): Peninsula

ENVIRONMENTAL IMPACT: The activity is covered under Project No. 98-0235, dated 07/07/00, adopted on 08/05/02, by Resolution No. R-296944. The activity is adequately addressed in the environmental document and there is no change in circumstance, additional information, or project changes to warrant additional environmental review. Therefore, the activity is not a separate project for purposes of CEQA review pursuant to State CEQA Guidelines Section 15060 (C)(3).

HOUSING IMPACT: None with this action

ATTACHMENTS: Second Amendment with T-Y-Lin international, First Amendment with T-Y-Lin International, Original Agreement with T-Y-Lin international and Location Map.

Upon Council approval, please forward a copy of the Resolution to Nitsuh Aberra, Right-of-Way Design Division, MS 908A.

2. Authorizing the appropriation and expenditure of \$150,857 from Fund 387141, Highway Bridge Program (HBP) from CIP 53-038.1, Seismic Retrofit of the North Harbor Drive Bridge over Navy Estuary, for the purpose of executing the Second Amendment to Agreement with T-Y-Lin International, provided that the City Auditor and Comptroller first furnishes a certificate demonstrating funds are available; and
3. Authorizing the City Auditor and Comptroller, upon advice from the administering department, to return excess funds, if any, to the appropriate reserves.

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## EXECUTIVE SUMMARY SHEET

Total Consultant Agreement with this amendment is \$472,587, the subconsultant participation is \$39,807 DBE (8.42%) and \$59,920 Other Firm (12.68%).

Other: Workforce Report Submitted – Equal Opportunity Plan required. Staff will monitor plan and adherence to Nondiscrimination Ordinance.

FISCAL CONSIDERATIONS:

The total fee for providing services under this Amendment is \$150,857. Total Consultant Agreement will be \$472,587. Funds are available in Fund 387141, Highway Bridge Program (HBP), CIP 53-038.1, Seismic Retrofit of the North Harbor Drive Bridge over Navy Estuary Project.

PREVIOUS COUNCIL COMMITTEE ACTION:

- April 28, 1997, Resolution #R-288577, Accepting Program Supplement No. 11-5004.
- April 28, 1997, Resolution #R-288579, Agreement with McDaniel Engineering Company (now T-Y-Lin International McDaniel).
- August 05, 2002, Resolution #R-296943, Accepting Modification to Program Supplement No. 11-5004.
- January 07, 2003, Resolution #R-297508, First Amendment to the Agreement with T-Y-Lin International McDaniels.
- August 05, 2004, Resolution #R-29644, Certified the Mitigated Negative Declaration (MND) LDR File No. 98-0235 for the North Harbor Drive Bridge over Navy Estuary.
- February 19, 2008, Resolution #R-303397, Accepting Modification to Program Supplement No. 11-5004.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: This project has coordinated with The Corky McMillin Companies, Naval Base Point Loma and San Diego Unified Port District.

KEY STAKEHOLDERS:

- Federal Highway Administration (FHWA); California Department of Transportation (Caltrans); T-Y-Lin International; J. Muller International; Earth Mechanics, Inc.; Geomatrix Consultants.

  
 Patti Boekamp  
 Director of Engineering & Capital Projects

  
 David Jarrell  
 Deputy Chief of Public Works

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The City of San Diego  
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

AC 2800817  
ORIGINATING DEPT. NO.: 446

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: \_\_\_\_\_ Fund: \_\_\_\_\_

Purpose: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_  
AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	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: \$150,857.00

Vendor: T-Y Lin International

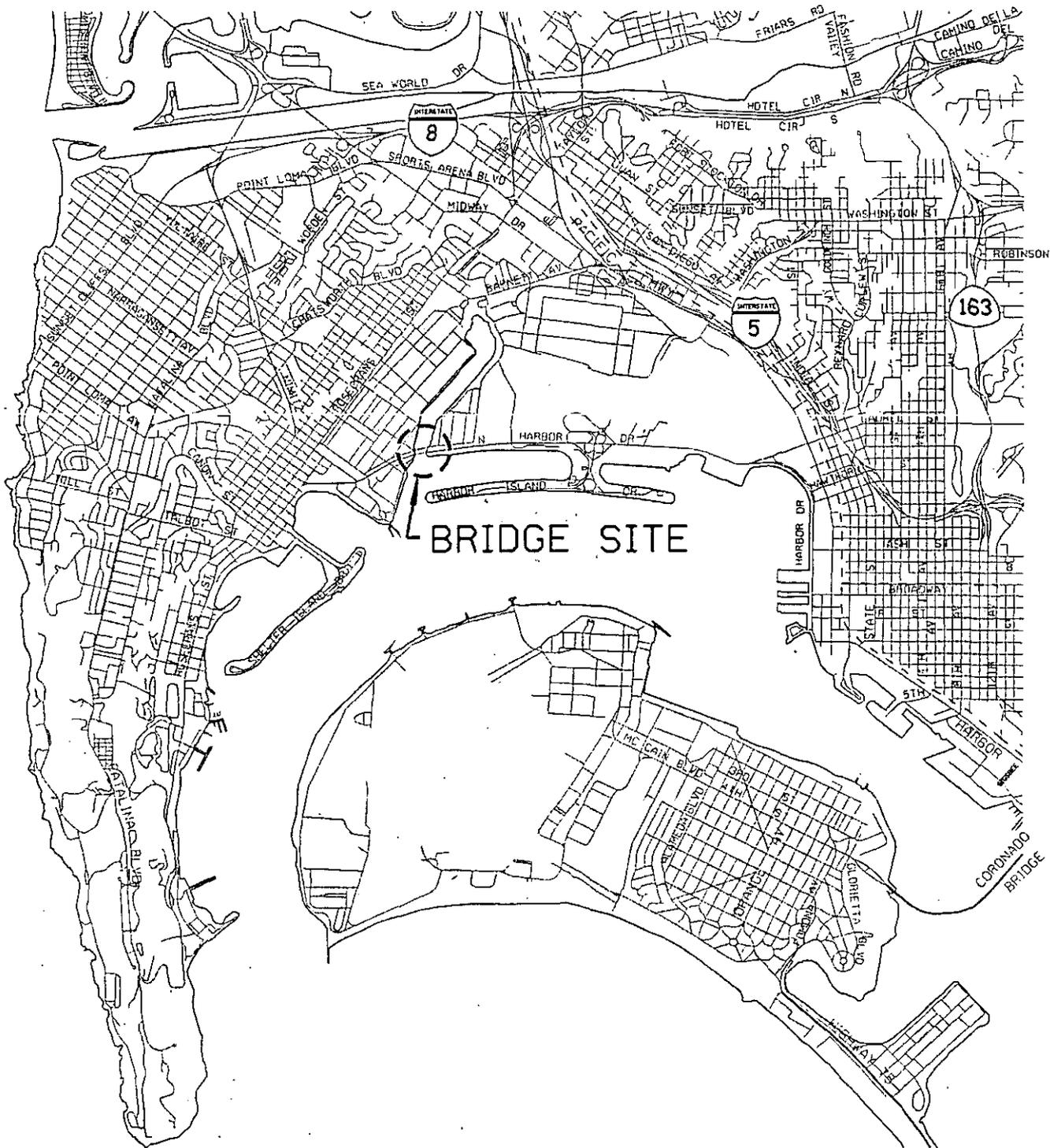
Purpose: Authorizing a Second Amendment to the Agreement to finalize the Plans & Specifications and provide support during construction for Seismic Retrofit of the North Harbor Drive Bridge over Navy Estuary. CIP 53-038.1

Date: May 22, 2008 By: *Rob Russett*  
AUDITOR AND COMPTROLLER'S DEPARTMENT *me*

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0		30244	107	4279	530381				\$150,857.00
TOTAL AMOUNT										\$150,857.00

FUND OVERRIDE

# 000021 NORTH HARBOR DRIVE BRIDGE OVER NAVY ESTUARY (BRIDGE NO. 57C-015)



VICINITY MAP



NOT TO SCALE

ORDINANCE NUMBER O-\_\_\_\_\_ (NEW SERIES)

DATE OF FINAL PASSAGE \_\_\_\_\_

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 NORTH HARBOR DRIVE BRIDGE OVER NAVY ESTUARY PROJECT.

WHEREAS, The City and Consultant entered into an agreement to provide professional civil engineering services for the Seismic Retrofit Designs of the North Harbor Drive Bridge over Navy Estuary, Bridge 57C-015 and West Mission Bay Drive Bridge over Mission Bay Channel Bridge 57C-426, dated April 28, 1997; and

WHEREAS, The Parties entered into a First Amendment to the Agreement, dated January 7, 2003, for the purpose of updating the Projects plans and specifications to current Caltrans Standard Plans and Specifications (1999 Edition) and current Caltrans Standard Special Provisions; and

WHEREAS, The City desires to execute a Second Amendment to the Agreement for the Consultant to provide additional Professional Services for the North Harbor Drive Bridge over Navy Estuary, Bridge 57C-015, as indicated in the expanded Scope of Services [Exhibit F], for compensation not to exceed \$125,857.00, with total compensation for services provided under the Amendment not to exceed \$150,857.00; 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 the amount not to exceed \$150,857.00 to finalize the Plans and Specifications and to provide support during construction, for CIP 53-0381.1, Seismic Retrofit of the North Harbor Drive

Bridge over Navy Estuary [Project] under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. OO \_\_\_\_\_.

Section 2. That the appropriation and expenditure of an amount not to exceed \$150,857.00 from Fund 387141, Highway Bridge Program [HBP] from CIP 53-038.1, Seismic Retrofit of the North Harbor Drive Bridge over Navy Estuary, is authorized solely and exclusively for the purpose of providing funds for the purpose of executing the Second Amendment to the Agreement with T.Y. Lin International, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds necessary for expenditures are, or will be, on deposit with the City Treasurer.

Section 3. That the City Auditor and Comptroller, upon advice from the administering department, is authorized to transfer excess budgeted 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.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By



Ryan Kohut  
Deputy City Attorney

RK:cfq  
05/29/08  
AC:2800817  
Or.Dept:E&CP  
O-2008-162

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

ELIZABETH S. MALAND  
City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Approved: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to the Agreement for the Seismic Retrofit Design of the North Harbor Drive Bridge over Navy Estuary Project dated April 28, 1997 [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and T-Y-Lin International – McDaniel [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-288579, to provide professional civil engineering services for Seismic Retrofit Designs of the North Harbor Drive Bridge over Navy Estuary, Bridge 57C-015 and West Mission Bay Drive Bridge over Mission Bay Channel Bridge 57C-426 [Projects].

B. The Parties entered into a First Agreement to the Agreement, dated January 7, 2003, which is on file in the Office of the City Clerks as Document No. RR-297508 for the purpose of updating the Projects plans and specifications to current Caltrans Standards Plans and Specifications (1999 Edition) and current Caltrans Standards Special Provisions.

C. The City desires to execute a Second Amendment to the Agreement for the Consultant to provide additional Professional Services for North Harbor Drive Bridge over Navy Estuary, Bridge 57C-015, as indicated in the expanded Scope of Services [Exhibit F], for a compensation amount not to exceed \$125,857.00, with total compensation for services provided under the Agreement not to exceed \$150,857.00.

D. 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 1-1.12.3 is amended to read as follows:

**DELETE in its entirety and INSERT:** "Caltrans Standards Plans and Specifications (2006 Edition) and Current Caltrans Standard Special Provisions, where applicable."

2. Section 1 is amended to read as follows:

**ADD: 1-1.12.8** The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibit F] at the direction of the City on a fixed fee basis as specifically enumerated in the Compensation and Fee Schedule [Exhibit G], and in accordance to the Time Schedule [Exhibit H].

3. Section 5-1 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 Second Amendment to the Agreement, in an amount not to exceed \$68,627.00, as set forth in the Compensation and Fee Schedule [Exhibit G]. The Consultant shall be entitled to compensation for Professional Services under this Second 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 Second 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 \$68,627.00"

4. Section 5-2.2 (additional costs) 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 Second Amendment to the Agreement, except for additional costs as described in Section 5 of this Agreement, the City shall pay Consultant an additional fee not to exceed \$25,000.00. 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. Section 5-2.3 is amended to read as follows:

**ADD:** "The City shall pay the Consultant for all Construction Support Services and all expenses related to performance under this Second Amendment to the Agreement, in an amount not to exceed \$57,230.00, as set forth in the Compensation and Fee Schedule [Exhibit G]. The Consultant shall be entitled to compensation for Construction Support Services under this Second 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 Second 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 \$57,230.00"

6. Section 7 is amended to read as follows:

**ADD: "7.11 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."

7. Section 7 is amended to read as follows:

**ADD: "7.12 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 April, 2013 whichever is the earliest but not to exceed five years unless approved by City ordinance.

8. Section 8 is amended to read as follows:

**DELETE in its entirety and INSERT: 8-1 Indemnification.** Other than in the performance of design professional services which shall be solely as addressed in Section 8.2 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.

**DELETE in its entirety and INSERT: 8-2 Design Professional Services Indemnification and Defense.**

**ADD: 8-2.1 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.

**ADD: 8-2.2 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.

**ADD: 8-3 Insurance.** The provisions of this Article are not limited by the requirements of Section 4.3 related to insurance.

**ADD: 8-4 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.

9. Section 9 is amended to read as follows:

**DELETE 9-1 in its entirety and INSERT: 9-1 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 Section 9-1.1; 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 Section 9-1.2; and (c) confirmed that all policies contain the specific provisions required in Section 9-1.4. 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.

**ADD: 9-1.1 Types of Insurance.** At all times during the term of this Agreement, the Design Professional shall maintain insurance coverage as follows:

**ADD: 9-1.1.1 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 \$1,000,000, One Million Dollars per occurrence and subject to an annual aggregate of \$1,000,000, One 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.

**ADD: 9-1.1.2 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).

**ADD: 9-1.1.3 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.

**ADD: 9-1.1.4 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 \$1,000,000, One Million Dollars per claim and \$1,000,000, One 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.

**ADD: 9-1.2 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.

**ADD: 9-1.3 Acceptability of Insurers.**

**ADD: 9-1.3.1** 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.

**ADD: 9-1.3.2** 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.

**ADD: 9-1.4 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.

**ADD: 9-1.4.1 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.

**ADD: 9-1.4.2 Automobile Liability Insurance Endorsements**

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**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.

**ADD: 9-1.4.3 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.

**ADD: 9-1.5 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.

**ADD: 9-1.6 Additional Insurance.** The Design Professional may obtain additional insurance not required by this Agreement.

**ADD: 9-1.7 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.

10. Section 13 is amended to read as follows:

**DELETE in its entirety and INSERT: 13-1** "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. The 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 I]."

**ADD: 13-1.1 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.

**ADD: 13-1.2 Drug-Free Awareness Program.** The Consultant shall establish a drug-free awareness program to inform employees about all of the following:

**ADD: 13-1.2.1** The dangers of drug abuse in the work place.

**ADD: 13-1.2.2** The policy of maintaining a drug-free work place.

**ADD: 13-1.2.3** Available drug counseling, rehabilitation, and employee assistance programs.

**ADD: 13-1.2.4** The penalties that may be imposed upon employees for drug abuse violations.

**ADD: 13-1.3 Posting the Statement.** In addition to Section 13-1.1 above, the Consultant shall post the drug-free policy in a prominent place.

**ADD: 13-1.4 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 Section 13-1 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.

11. Section 14 is amended to read as follows:

**DELETE in its entirety and INSERT: 14-1 "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 J]."

**14-1.1** 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.

12. Section 15 is amended to read as follows:

**ADD: D. Non-Discrimination Requirements.**

**ADD: D-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 K]. 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.

**ADD: D-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.

**ADD: D-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."

**ADD: D-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 16 is amended to read as follows:

**DELETE in its entirety and INSERT: 16-5** "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, including but not limited to Sections 1720 and 1771 [see Exhibit L]."

**ADD: 16-9** All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 49 CFR Part 18. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

**ADD: 16-10** The City will perform a cost analysis of its Agreement with the Consultant when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

**ADD: 16-11** The City and the Consultant must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, or other pertinent documents when:

- (i) The City's or the Consultant's procurement procedures or operation fails to comply with the procurement standards in 49 CFR Section 18.36; or
- (ii) The procurement is expected to exceed the simplified acquisition threshold [currently fixed at \$100,000 by 41 U.S.C. 403(11)] and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
- (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a brand name product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

**ADD: 16-12** The City will use procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and standards identified in 49 CFR Section 18.36.

**ADD: 16-13** Contract modifications are required for any modification in the terms of the original contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed. A contract modification shall clearly outline the changes made and determine a method of compensation. FHWA approval of contract modifications shall be obtained prior to beginning the work, except that in unusual circumstances the Consultant may be authorized to proceed with work prior to agreement on the amount of compensation and execution of the contract modification, provided the FHWA has previously approved the work and has concurred that additional compensation is warranted.

**ADD: 16-14** The Consultant agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

14. 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.

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IN WITNESS WHEREOF, this Second Amendment to the Agreement for the Seismic Retrofit Design of the North Harbor Drive Bridge over Navy Estuary Project 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 the Consultant.

THE CITY OF SAN DIEGO  
Mayor or Designee

By \_\_\_\_\_

Date: \_\_\_\_\_

T-Y- LIN INTERNATIONAL

By: Joe Tognoli

Name: Joe Tognoli

Title: Vice President

Date: 4/16/08

I HEREBY APPROVE the form and legality of the foregoing Amendment on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

MICHAEL AGUIRRE, City Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

Deputy City Attorney

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## Introduction

The City of San Diego has requested updating of the plans, specifications, and cost estimate (PS&E) for the seismic retrofit of North Harbor Drive Bridge.

North Harbor Drive Bridge seismic retrofit strategy was completed in 1997, following the design and completion of construction documents in 1998. Due to lack of funding, the City of San Diego postponed the construction of the approved retrofit measure.

T.Y. Lin International has been informed of the availability of construction funds in 2007 and the necessity for updating the PS&E package for submittal, review, and approval by Caltrans before commencing construction.

## Scope of Services

The scope of services for this proposal is limited to updating the existing plans, specifications, and cost estimates. Some modifications to the joint restrainer details will be required to comply with current Caltrans seismic retrofit standards.

### Task 1.0 – Initial Submittal

- 1.1 **Update Existing Drawings for:**
  - Recent Caltrans standard plans
  - Recent Caltrans special provisions
  - Engineer's stamp and signature
  - Caltrans current details for joint restrainer
- 1.2 **Update Cost Estimate** - Revise the quantity take offs for the revised restrainer type and update the estimated construction cost estimate.
- 1.3 **Submit Initial PS&E Package to Caltrans** - Prepare and submit an initial package including plans and engineer's cost estimate to Caltrans.

#### Deliverables:

- Updated Bridge Plans
- Updated construction cost estimate

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**Task 2.0 – 100% Submittal**

- 2.1 **Update the Special Provisions** – Revise the structure special provisions based on the most current version of Caltrans Standard Special Provisions (SSP).
- 2.2 **Respond to Caltrans Comments** – Revise plans, cost estimate and specifications based on the comments received from Caltrans.
- 2.3 **Submit 100% PS&E Package to Caltrans** – Prepare and submit 100% PS&E package including modified plans, engineer's cost estimate and special provisions to Caltrans.

**Deliverables:**

- 100% Bridge Plans
- 100% construction cost estimate
- 100% special provisions

**Task 3.0 – Final Plans, Specifications and Cost Estimate**

- 3.1 **Final Response to Comments** – Prepare a written response to all comments received, including the actions taken to respond.
- 3.2 **Submit Final PS&E Package** – Submit final plans (mylars), specifications, and cost estimate to the City of San Diego and Caltrans for signature.
- 3.3 **Perform an Overall Quality Control Review**

**Deliverables:**

- Final Plans (one sealed Mylar set)
- Final structure special provisions
- Final engineer's cost estimate
- Resident engineer's pending file

**Services not Included**

- Redesign of the retrofit measures
- Design of protection measures for existing sewer force main
- Permit applications
- Bidding and construction support services
- Volume printing and reproduction

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**Introduction**

The City of San Diego has secured the funding for the seismic retrofit of the North Harbor Drive Bridge and is ready to advertise for construction. Presently, there are two pipelines that traverse the Navy Channel at Harbor Drive parallel to the bridge. The pipelines are 72" and 87" reinforced concrete pipes, encased in an un-reinforced concrete casing with 2 ft of cover on each pipe. The approximate size of this casing is 20 ft wide by 11 ft tall. The pipes were constructed in early 1960's and were in place during the construction of original bridge. The existing condition of these pipes is unknown and there are no plans for investigation of the existing condition.

The 72" pipe is not in use and is the closest to the bridge. The 87" is in use and carries sewage from Pump Station #2 to the Point Loma Wastewater Treatment Plant. The City is concerned about damaging the pipes during the pile driving operation for the seismic retrofit of North Harbor Drive Bridge and has requested an evaluation of the impact of vibration due to pile driving operation at the location of these pipes.

**Scope of Services**

The scope of services for this proposal is limited to evaluating the magnitude of settlement due to pile driving operation. This entails evaluating the propagation of vibration during pile driving operation at a location 12 feet away from the face of the casing, and impacts of vibration-induced liquefaction on the site settlement.

**Task 1.0 - Analysis**

- 1.1 **Consultation with Contractors** - Consult with a pile driving contractor regarding the appropriate type of hammer and energy input for driving 200T piles under a low overhead.
- 1.2 **Review of Existing Soil Data** - Review of existing LOTB data and geotechnical recommendations for pile driving operation.
- 1.3 **Perform Analysis** - Perform an analysis to evaluate the outreach and potential impact of vibration on the existing outfall. Analyses will be performed to evaluate the vibration-induced liquefaction and settlement of surrounding soils, using the recommended driving energy. The potential settlement of surrounding soils due to pile driving will be estimated based on the published correlations.
- 1.4 **Modify Pile Tip Elevations** - Considering pre-drilling to an elevation 2 feet below the invert of the pipelines as located by the City, prepare recommendations for revised pile tip elevations.
- 1.5 **Memorandum of Findings** - Prepare a Memorandum of Findings based on the performed analysis summarizing:

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- The anticipated extent of vibration propagation and its potential impacts on the existing outfall
- The anticipated site settlement
- Limitations on pile driving operation, concurrent pile driving activities, and maximum input energy of the hammer to be used.
- Monitoring recommendation to be included in the construction specifications.
- Recommendations for pre-drilling
- Revised pile tip elevations.

1.6 **Meetings** - Meet with the City's engineering and sewer department staff to discuss the process and concerns about the construction (4 meetings total).

Deliverables:

- Memorandum of Findings
- Recommendations for revised pile tip elevations

**Task 2.0 – Revised Plans and Specifications**

Upon receiving City's concurrence with recommendations, we will update the plans and specifications as follow:

- 2.1 **Update the Construction Plans** - Modify the pile data table to show the elevation of pre-drilling and the new pile tip elevations. Modify other plan sheets based on the comments received from Mr. Rod Dodds, City's Senior Land Surveyor.
- 2.2 **Update the Structure Specifications** -Include recommendations of Memorandum of Findings regarding the limits on pile driving operation and monitoring plan.
- 2.3 **Submit Final Plans and Specifications** - Prepare and submit final plans (Mylar) and final structure special provisions.

Deliverables:

- Final Bridge Plans (Mylar)
- Final structure special provisions

**Task 3.0 – Support During Bidding Process**

T.Y. Lin International will support the City during the bidding process. Our services will include:

- 3.1 **Pre-bid Meeting** - Attend a pre-bid meeting at the City and respond to contractors' questions.
- 3.2 **Respond to RFI's** -Respond to contractors request for information (RFI) during the bidding process and prior to construction.

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**Services not Included:**

- Redesign of the retrofit measures
- Revising Engineer's cost estimate
- Evaluation of pipes existing condition
- Permit applications
- Construction support services
- Volume printing and reproduction

**Schedule**

Upon receiving a written Notice-to-Proceed, TYLI will commence with the preparation of the Tasks as outlined above. The following schedule covers the design time and does not include the review period by the City:

Task 1.0: Analysis	3 weeks
Task 2.0: Revised Plans and Specifications	2 weeks

**Compensation**

Based on the scope of services outlined above and the breakdown of fee shown on Exhibits B we propose to provide these services for a lump sum, fixed fee of \$51,537. Charges for design services will be billed monthly based on the percentage of the completed work.

Design fees are based on completing the tasks in 2007. Should the scope of work extend into subsequent years, the fees are subject to a 5% per year adjustment.

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# Earth Mechanics, Inc.

Geotechnical and Earthquake Engineering

Proposal for Geotechnical Design Services  
 North Harbor Drive Bridge  
 San Diego, California  
 Date: October 4, 2007

**Scope**

Earth Mechanics, Inc. (EMI) prepared a pile data table for the subject bridge in January 1998. Recent changes in the pile installation process will require a re-evaluation of the pile tip elevations given in January 1998. We will perform the following design work.

Data Review. We will review the soils data and updated (if necessary) the idealized soil profiles used in the previous calculations.

Axial Pile Capacity. The above idealized soil profiles and axial pile demands provided by TYLin will be used to determine the minimum pile tip elevations at each retrofit support locations.

Report. The updated pile data table will be transmitted in a one-page memorandum.

**Cost Estimate**

Table 1 provides a breakdown of estimated hours and costs for geotechnical services. The estimated costs are based on our current fee schedule and the scope of work described herein.

**TABLE 1. MANHOURS AND COST ESTIMATES**

TASK	Project Manager	Principal Engineer	Senior Geologist	Project	Clerical	Total Hours	Total Cost
Data Review	2	20	0	0	0	22	\$3,370.00
Axial Capacity & Memo	12	20	0	0	1	33	\$5,277.00
Meeting on 9-28-2007	6	0	0	0	0	6	\$1,110.00
Total Hours	20	40	0	0	1	61	
Hourly Rate	\$185.00	\$150.00	\$125.00	\$92.00	\$57.00		
Subtotal	\$3,700.00	\$6,000.00	\$ 0.00	\$ 0.00	\$ 57.00		\$9,757.00
<b>OTHER COSTS</b>							
Drilling Rig						\$0	
Supplies						\$0	
Overnight Mail						\$50	
<b>TOTAL</b>							<b>\$9,807.00</b>

TYLIN INTERNATIONAL

000045 Engineers | planners | scientists

Exhibit D

February 20, 2008

Ms. Nitsuh Aberra  
The City of San Diego  
Engineering and Capital Projects  
1010 Second Ave., Suite 1200  
San Diego, CA 92101-4907

**Subject: North Harbor Drive Bridge Seismic Retrofit  
Construction Support Services**

Dear Ms. Aberra:

As requested, T.Y. Lin International (TYLI) is pleased to submit this proposal for providing construction support services for the North Harbor Drive Bridge. We understand that the City will staff the project with an experienced Resident Engineer, responsible for all items identified in the contract documents as responsibilities of the Engineer. T. Y. Lin International's role during construction will consist primarily of review of selected contractor submittals and as-building of the drawings, if requested. We anticipate the scope of work to include the following tasks:

1. Attend project meetings including the pre-construction meetings and jobsite meetings, as requested by the Resident Engineer.
2. Assist the Resident Engineer with the interpretation of contract documents.
3. Assist the Resident Engineer in resolution of field problems and proposed detail revisions.
4. Respond to contractor's request for information (RFI).
5. Review of contractor's submittals, including:
  - Concrete mix designs
  - Pipe restrainers
  - Abutment retrofit
  - Pile cap and skirt panels
  - Joint seal replacement
  - CISS pile placement plans
6. Periodic site visits deemed necessary, or as requested by the Resident Engineer.
7. Review of change order requests. Our estimate does not include preparing any change order plans, if necessary. It is not possible to estimate the extent of the level of necessary effort ahead of time.
8. Prepare as-built plan revisions based on the Resident Engineer's mark-up set.

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**Schedule**

Upon written Notice-to-Proceed, TYLI will commence with the preparation of the Tasks as outlined above. The following schedule covers the design time and does not include the review period by the City or Caltrans:

Task 1.0: Initial Submittal	3 weeks
Task 2.0: 100% Submittal	2 weeks
Task 3.0: Final Plans, Specifications, Estimate (Initial PS&E)	2 weeks

**Compensation**

Based on the scope of services outlined above and the breakdown of fee shown on Exhibits B and C, we propose to provide the Bridge PS&E Update services for a lump sum, fixed fee of \$11,000 for the Initial Submittal and \$17,090 for the 100% and Final Submittals. Charges for design services will be billed monthly based on the percentage of the completed work.

Design fees are based on PS&E Update tasks beginning in 2007 and ending in 2007. Should the scope of work extend into subsequent years, the fees are subject to a 5% per year adjustment.

North Harbor Drive Seismic Retrofit

Exhibit B

July, 2007

Consultant: T.Y. Lin International  
 Activity: Bridge Seismic Retrofit PS&E Update  
 Task: Task 1.0 - Initial Submittal

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UPDATE PLANS, SPECIFICATIONS AND ESTIMATE

Subtask	Description	Estimated Labor Hours					Labor Totals	
		Principal	Project Manager	Sr Br Engineer	Assoc Br Engineer	Drafting Tech	Hours	Amount
							0	\$0
1.1	Update Plans		4	24		36	64	\$7,620
1.2	Update cost estimate		8		8		16	\$2,160
1.3	1st Submittal to Caltrans			8			8	\$1,080
<b>Total Hours:</b>		0	12	32	8	36	0	88
<b>Rate:</b>		\$215.00	\$150.00	\$135.00	\$120.00	\$105.00		
<b>Subtotal - Labor:</b>		\$0	\$1,800	\$4,320	\$960	\$3,780	\$0	\$10,860

REIMBURSABLE EXPENSES

Travel	2	Trips	@	\$20.00	\$40
Postage & Freight	2	Each	@	\$50.00	\$100
Color Copies			@	\$1.00	\$0

Subtotal - REIMBURSABLE EXPENSES \$140

TOTAL Task 1.0 - Initial Submittal \$11,000 (PAID)

THIS WORK WAS ALREADY APPROVED WITH A PREVIOUS AMENDMENT.

2 OF 4



**TYLIN INTERNATIONAL**

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000049

**SCHEDULE OF FEES  
2007**

**BRIDGE**

Principal Bridge Engineer .....	\$210.00
Supervising Bridge Engineer.....	\$175.00
Senior Bridge Engineer II .....	\$150.00
Senior Bridge Engineer I .....	\$135.00
Bridge Engineer II .....	\$120.00
Bridge Engineer I.....	\$110.00
Assistant Bridge Engineer .....	\$100.00
Civil Engineer .....	\$90.00
Structural Design Technician III .....	\$105.00
Structural Design Technician II.....	\$90.00
Structural Design Technician I .....	\$65.00
Vehicle Mileage .....	\$0.55/mile

Hourly charges include provision for normal office overhead costs, such as office rental, utilities, insurance, clerical services, equipment, normal supplies and materials, and in-house reproduction services. Other expenses such as special consultants or purchased outside services will be billed at cost plus 10 percent.

000051

**Services not Included:**

- Redesign of the retrofit measures
- Revising Engineer's cost estimate
- Evaluation of pipes existing condition
- Permit applications
- Construction support services
- Volume printing and reproduction

**Schedule**

Upon receiving a written Notice-to-Proceed, TYLI will commence with the preparation of the Tasks as outlined above. The following schedule covers the design time and does not include the review period by the City:

Task 1.0: Analysis	3 weeks
Task 2.0: Revised Plans and Specifications	2 weeks

**Compensation**

Based on the scope of services outlined above and the breakdown of fee shown on Exhibits B we propose to provide these services for a lump sum, fixed fee of \$51,537. Charges for design services will be billed monthly based on the percentage of the completed work.

Design fees are based on completing the tasks in 2007. Should the scope of work extend into subsequent years, the fees are subject to a 5% per year adjustment.

**North Harbor Drive Seismic Retrofit  
Pile Driving Study**

Exhibit B

000052

GEOTECHNICAL SERVICES AND SUPPORT DURING BIDDING PROCESS

Consultant: T.Y. Lin International  
Activity: Pile Driving Settlement Analysis  
Task:

February, 2008

Subtask	Description	Estimated Labor Hours						Labor Totals	
		TYLI - SD			TYLI - SF	Geomatrix		Hours	Amount
		Principal	Project Manager	Drafting	Senior Associate	Principal	Senior Engineer		
								0	\$0
1.1	Consultation with contractors		4					4	\$600
1.2	Review of existing soil data					4	6	10	\$2,020
1.3	Perform analysis				8	8	20	36	\$7,000
1.4	Modify pile tip elevations		2		4			6	\$1,100
1.5	Memo of Findings	2	8		10	2		22	\$4,120
2.1	Modify drawings		8	16				24	\$2,880
2.2	Modify Specifications		16					16	\$2,400
2.3	Submit plans and specs		8	8				16	\$2,040
1.6 / 3.1	Meetings	3	16					19	\$3,030
3.2	Respond to RFI	5	64					72	\$11,280
	QA/QC	4	8					12	\$2,040
	PM	2	16					18	\$2,820
								0	\$0
								0	\$0
	<b>Total Hours:</b>	<b>19</b>	<b>150</b>	<b>24</b>	<b>22</b>	<b>14</b>	<b>26</b>	<b>0</b>	<b>255</b>
	<b>Rate:</b>	<b>\$210.00</b>	<b>\$150.00</b>	<b>\$105.00</b>	<b>\$200.00</b>	<b>\$250.00</b>	<b>\$170.00</b>		
	<b>Subtotal - Labor:</b>	<b>\$3,990</b>	<b>\$22,500</b>	<b>\$2,520</b>	<b>\$4,400</b>	<b>\$3,500</b>	<b>\$4,420</b>	<b>\$0</b>	<b>\$41,330</b>

2 OF 3

**REIMBURSABLE EXPENSES**

Travel	0	Trips	@	\$0.00	\$0
Postage & Freight	4	Each	@	\$45.00	\$200
Printing	1	Each	@	\$200.00	\$200

Subtotal - REIMBURSABLE EXPENSES      **\$400**

**SUBCONSULTANT**

EMI      **\$9,807.00**

**TOTAL**      **\$51,537.00**

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**2008  
SCHEDULE OF FEES**

***Hourly Charges***

Principal Bridge Engineer .....	\$220.00
Supervising Bridge Engineer .....	\$184.00
Senior Bridge Engineer II .....	\$158.00
Senior Bridge Engineer I.....	\$142.00
Bridge Engineer II .....	\$126.00
Bridge Engineer I .....	\$116.00
Assistant Bridge Engineer .....	\$105.00
Civil Engineer.....	\$95.00
Structural Design Technician III .....	\$110.00
Structural Design Technician II.....	\$95.00
Structural Design Technician I.....	\$68.00
Vehicle Mileage .....	\$0.55/Mile

Hourly charges include provision for normal office overhead costs, such as office rental, utilities, insurance, clerical services, equipment, normal supplies and materials, and in-house reproduction services. Other expenses such as special consultants or purchased outside services will be billed at cost plus 10 percent

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**Consultant Compensation**

We propose to provide the services described above on a Lump Sum basis. Based on the information known to date, we are estimating that the level of effort for these services should not exceed \$57,230. Attached to this proposal as Exhibit E, is "North Harbor Drive Bridge Construction Support Services, Estimated Level of Effort." These estimates represent the minimum anticipated level of services that would be needed for a bridge construction support project of this size, but the level of effort can be increased based on the client's needs.

Design fees are based on the tasks performed in 2008. Should the scope of work extend into subsequent years, the fees are subject to 5% per year adjustment.

We appreciate the opportunity to be of service on this project. Should you have any questions, please do not hesitate to call.

Sincerely,

T.Y. Lin International

  
\_\_\_\_\_  
Roya Golchoobian, P.E.  
Senior Bridge Engineer



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**Schedule**

Upon written Notice-to-Proceed, TYLI will commence with the preparation of the Tasks as outlined above. The following schedule covers the design time and does not include the review period by the City or Caltrans:

Task 1.0: Initial Submittal	3 weeks
Task 2.0: 100% Submittal	2 weeks
Task 3.0: Final Plans, Specifications, Estimate (Initial PS&E)	2 weeks

**Compensation**

Based on the scope of services outlined above and the breakdown of fee shown on Exhibits B and C, we propose to provide the Bridge PS&E Update services for a lump sum, fixed fee of \$11,000 for the Initial Submittal and \$17,090 for the 100% and Final Submittals. Charges for design services will be billed monthly based on the percentage of the completed work.

Design fees are based on PS&E Update tasks beginning in 2007 and ending in 2007. Should the scope of work extend into subsequent years, the fees are subject to a 5% per year adjustment.

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**Services not Included:**

- Redesign of the retrofit measures
- Revising Engineer's cost estimate
- Evaluation of pipes existing condition
- Permit applications
- Construction support services
- Volume printing and reproduction

**Schedule**

Upon receiving a written Notice-to-Proceed, TYLI will commence with the preparation of the Tasks as outlined above. The following schedule covers the design time and does not include the review period by the City:

Task 1.0: Analysis	3 weeks
Task 2.0: Revised Plans and Specifications	2 weeks

**Compensation**

Based on the scope of services outlined above and the breakdown of fee shown on Exhibits B we propose to provide these services for a lump sum, fixed fee of \$51,537. Charges for design services will be billed monthly based on the percentage of the completed work.

Design fees are based on completing the tasks in 2007. Should the scope of work extend into subsequent years, the fees are subject to a 5% per year adjustment.

## CALIFORNIA LABOR CODE

## EXISTING LAW

## ' 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

## AMENDMENT

## ' 1720. Public works; use of public funds

As used in this chapter, Apublic works@ means:

- (a) Construction, alteration, demolition, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this subdivision, Aconstruction@ includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
- (b) Work done for irrigation, utility, reclamation, and improvement districts, and other districts of this type. APublic work@ shall not include the operation of the irrigation or drainage system of any irrigation or reclamation district, except as used in Section 1778 relating to retaining wages.
- (c) Street sewer, or other improvement work done under the direction and supervision or by the authority of any officer or public body of the state, or of any political subdivision or district thereof, whether the political subdivision or district operates under a freeholder=s charter or not.
- (d) The laying of carpet done under a building lease-maintenance contract and paid for out of public funds.

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e) The laying of carpet in a public building done under contract and paid for in whole or in part out of public funds.

(f) Public transportation demonstration projects authorized pursuant to Section 143 of the Streets and Highways Code.

(Amended by Stats.1989, c. 278, ' 1, eff. Aug. 7, 1989; Stats.2000, c. 881 (S.B.1999), ' 1.)

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City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
1010 Second Avenue • Suite 500 • San Diego, CA 92101
Phone: (619) 533-4464 • Fax: (619) 533-4474

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).

CONTRACTOR IDENTIFICATION

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

Name of Company: T.Y. Lin International

AKA/DBA: T.Y. Lin International

Address (Corporate Headquarters, where applicable): Two Harrison Street, Suite 500

City San Francisco County San Francisco State California Zip 94105

Telephone Number: (415) 291-3700 FAX Number: (415) 433-0807

Name of Company CEO: John Haussmann

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

City San Diego County San Diego State California Zip 92108

Telephone Number: (619) 692-1920 FAX Number: (619) 692-0634

Type of Business: Engineering Consultant Type of License: Business License No. 74011659

The Company has appointed: Ms. 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: Two Harrison Street, Suite 500, San Francisco, CA 94105

Telephone Number: (415) 291-3840 FAX Number: (415) 433-0807

- [ X ] 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 Diego, California hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 4th day of January, 2008

[Signature]
(Authorized Signature)

Joseph Tognoli
(Print Authorized Signature)

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WORK FORCE REPORT - NAME OF FIRM: T.Y. Lin International DATE: January 4, 2008

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

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			
Professional			1								10		1	1
A&E, Science, Computer														
Technical			1		1				2			1		
Sales														
Administrative Support		1		1		1						2		
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	2	1	1	1	0	0	2	0	12	3	1	1
--------------------	---	---	---	---	---	---	---	---	---	---	----	---	---	---

Grand Total All Employees 25

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



## CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

### HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

### WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.<sup>1</sup> By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.<sup>2</sup> For example, if participation in a San Diego project is by work forces from San Diego County, Los Angeles County and Sacramento County, we will ask for separate Work Force Reports representing the work forces of

your firm from each of the three counties.<sup>1</sup> On the other hand, if the project will be accomplished completely outside of San Diego, we ask for a Work Force Report from the county or counties where the work will be accomplished.<sup>2</sup>

### MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one<sup>1</sup>, two<sup>2</sup> & three<sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

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

### **Exhibit: Work Force Report Job categories**

Refer to this table when completing your firm's Work Force Report form(s).

#### **Management & Financial**

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

#### **Professional**

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists

Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

**Architecture & Engineering, Science, Computer**

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

**Technical**

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

**Sales**

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

**Administrative Support**

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

**Services**

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations

Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

**Crafts**

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

**Operative Workers**

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

**Laborers**

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

### SUBCONTRACTORS LIST

**INFORMATION REGARDING SUBCONTRACTORS PARTICIPATION:**

- I. Subcontractor's 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.
- II. 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.
- III. Subcontractors shall be used for scope of work listed. No changes to this Subcontractors List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	*MBE/WBE/D BE/DVBE/OBE	**WHERE CERTIFIED
Earth Mechanics Inc.	Geotechnical	14.5%	\$9,807.00	DBE	City
Geomatrix Consultants, Inc.	Technical Consultant	11.4%	\$7,920.00		City

*\*For information only.* As appropriate, Proposer 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  |

*\*\*For information only.* As appropriate, Proposer shall indicate if Subcontractor is certified by:

- |  |          |
|--|----------|
| City of San Diego                                | CITY     |
| State of California Department of Transportation | CALTRANS |

CORPORATE AUTHORIZATION

Joe Tognoli, Vice President of T.Y. Lin International (the "Corporation"), a California corporation, is a duly elected and appointed officer of the Corporation and holds full corporate authority to enter into any contracts on behalf of the Corporation.

In witness whereof, I have caused this instrument to be executed and the corporate seal to be hereunto affixed in the City of San Francisco, California, U.S.A. on the 4th day of January 2008.



T.Y. LIN INTERNATIONAL

By: Allison K. Bagby  
Allison K. Bagby  
Vice President/Assistant Secretary

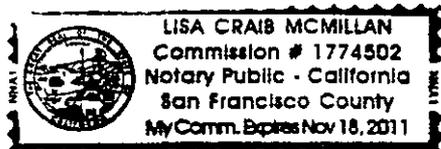
State of California )  
County of San Francisco )

On January 4, 2008, before me, Lisa Craib McMillan, Notary Public, personally appeared Allison K. Bagby who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lisa Craib McMillan  
Notary Public



# DUPLICATE

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## FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT to AGREEMENT is executed by the CITY OF SAN DIEGO, a municipal corporation, herein called "City", and T-Y-LIN INTERNATIONAL - McDANIEL, herein called "Consultant".

### RECITALS

A. On April 28, 1997, The City entered into an AGREEMENT with Consultant to provide professional services for the Seismic Retrofit Designs of the North Harbor Drive Bridge over Navy Estuary, Bridge 57C-015 and West Mission Bay Drive Bridge over Mission Bay Channel Bridge 57C-426, herein called the "Projects". The AGREEMENT is on file in the Office of the City Clerk as Document No. RR-288579.

B. The original agreement with T-Y-LIN was in 1997 in which we were using the 1992 Caltrans Standards Plans and Specifications. The City now desires to enter into this FIRST AMENDMENT to AGREEMENT with consultant to update the plans and specifications to current 1999 CalTrans Standards Plans and Specifications and provide construction support for both projects as described in Exhibit "E", a copy of which is attached hereto and incorporated by reference, and to increase the total compensation to Consultant for the professional services described in Exhibit "E", by an amount not to exceed \$44,080.

C. Consultant is ready, willing, and able to provide the professional services described in Exhibit "E", by entering into this FIRST AMENDMENT to AGREEMENT.

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 Consultant agree to modify the AGREEMENT, a copy of which is attached hereto and incorporated herein by reference, as follows:

1. SECTION 1, "CONSULTANT'S RESPONSIBILITIES," of the AGREEMENT is hereby amended as follows:

SECTION 1-1.12.3 is amended to read as follows:

1-1.12.3 CalTrans Standard Plans and Specifications (1999 Edition) and current CalTrans Standard Special Provisions, where applicable.

SECTION 1-1.12.4 is amended to read as follows:

1-1.12.4 CalTrans Manual of Traffic Controls for Construction and Maintenance Work Zones, dated 1996.

Add SECTION 1-1.12.7 to read as follows:

SECTION 1-1.12.7 Consultant shall update the Projects plans and specifications to current CalTrans standards, update construction estimates, attend meetings, and shall complete all tasks set forth in Exhibit "E" of the FIRST AMENDMENT to AGREEMENT.

2. SECTION 5, "CONSULTANT'S COMPENSATION," of the AGREEMENT is hereby amended as to add the following:

5.1 For Consultant's basic services performed pursuant to this FIRST AMENDMENT to AGREEMENT, the City shall pay Consultant a base fee not to exceed FORTY FOUR THOUSAND EIGHTY DOLLARS (\$44,080), for a Total Compensation under the AGREEMENT not to exceed TWO HUNDRED EIGHTY SIX THOUSAND EIGHTY DOLLARS (\$286,080). Payments to the Consultant will be made monthly in proportion to the level of completion of each task as set forth in Exhibit "E".

5-2.2 Additional Services - If the City requires additional Professional Services [Additional Services] beyond the Scope of Services, the Consultant will be paid an additional fee. For Additional Services, if required, a maximum fee of SIX THOUSAND DOLLARS (\$6,000) 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.

5-2.3 For Construction Support services performed pursuant to this FIRST AMENDMENT to AGREEMENT, the City shall pay Consultant a base fee not to exceed TWENTY ONE THOUSAND SEVEN HUNDRED DOLLARS (\$21,700). Payments to the Consultant will be made monthly in proportion to the level of completion of each task as set forth in Exhibit "E".

3. SECTION 15, "COMPLIANCE WITH THE CITY' EQUAL OPPORTUNITY CONTRACTING," is amended as follows:

SECTION 15.B., titled "EQUAL EMPLOYMENT OPPORTUNITY" is amended as follows:

Renumber existing SECTION 15.B. to SECTION 15.B.1 - [No change in text.]

Add and number two paragraphs to read as follows:

SECTION 15.B. 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.

SECTION 15. B. 3 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 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*.

4. The following attachments are incorporated by reference into the AGREEMENT:  
Exhibit "E."

5. The parties agree that this FIRST AMENDMENT to 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.

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IN WITNESS WHEREOF, this FIRST AMENDMENT to AGREEMENT is executed by the City, acting by and through its City Council, and by Consultant.

Dated this \_\_\_\_\_ day of JAN 07 2003, 2002.

THE CITY OF SAN DIEGO

By [Signature]  
City Manager

Print Name: FRANK BELLO, J

Title: Director

Date: 1-13-03

T-Y-LIN INTERNATIONAL - McDANIEL

By [Signature]

Print Name: W. Mark Ashley

Title: Sr. Vice President

Date: 12/17/02

I HEREBY APPROVE the form and legality of the foregoing Amendment on this 16th day of January, 2003

CASEY GWINN, City Attorney

By [Signature]  
Susan Y. Cola  
Deputy City Attorney

## TYLIN INTERNATIONAL

000071

November 14, 2002

Ms. Virginia Oskoui  
City of San Diego  
1010 Second Avenue, Suite 1200, MS 612  
San Diego, CA 92101-4905

Subject: **City of San Diego Retrofit, Contract 288579**  
**Date: April 28, 1997**  
**Addendum No. 1**

Dear Ms. Oskoui,

During the past two years, we provided you with two change orders to perform additional engineering services for the San Diego Retrofit Project. Currently, we are preparing a third change order at your request, to provide the City with construction support services for the Mission Bay Drive Bridge.

Addendum No. 1 requested herein, includes the engineering services outlined under Change Orders No. 1, 2, and 3. The original retrofit design was performed in 1997 and completed in early 1998. The attached Change Order No. 1 that was submitted for your approval on April 9, 2001, included updating the construction documents and unit bid prices as well as the associated plan revisions. Change Order No. 2 submitted to your office for approval on April 26, 2002, included yet additional services requested by the City. Please refer to the attached copy of the change order scope for details. Change Order No. 3 is prepared in response to your request for providing construction support services for the Mission Bay Drive Bridge, currently under construction.

We appreciate the opportunity to continue working with your office on this project. Please do not hesitate to call if I can be more helpful and answer any questions regarding this proposal.

Best Regards,

T.Y. Lin International • McDaniel



Roya Golchoobian, PE  
Senior Project Manager

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## Addendum No.1

### The City of San Diego Bridge Retrofit

*West Mission Bay Drive Bridge over Mission Bay  
North Harbor Drive Bridge over San Diego Bay*

November 14, 2002

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#### Description of Work

T.Y. Lin International • McDaniel (TYLI) will provide engineering services to update the construction documents and unit bid prices for the West Mission Bay Drive and North Harbor Drive Bridges. TYLI will also make minor revisions to the plans corresponding to construction documents revisions.

#### Scope of Work

The scope of work will include the following tasks:

##### **Construction Documents**

1. Update the technical construction documents to current Caltrans standards.
2. Update the construction documents per City's review comments.
3. Update the construction cost estimate.
4. Revise plans to match the updated construction documents.
5. Provide pile installation data for the North Harbor Drive Bridge, such as driving energy, to assist the City in providing protection measures for an existing sewer line.
6. Update the construction documents to include the considered protection measures for the sewer line.

##### **Construction Support**

7. Review shopdrawings submitted by contractor for:
  - Concrete column casings
  - Concrete mix design
  - Pipe Restrainers
  - Abutment Retrofit
  - Pile Cap and Skirt Panels
  - Railing
8. Respond to contractor's request for information (RFI)
9. Provide City's resident engineer with clarifications on construction documents.

##### **Project Management and Meetings**

10. Attend coordination meetings with City.
11. Attend coordination meetings with environmental agencies.
12. Attend coordination meetings with utility companies.
13. Billing and progress reports.

TYLI proposes to provide the additional services outlined herein and covered under Change Orders No. 1, 2, and 3 on a Lump Sum basis. We estimate the cost of these services to be approximately \$65,780.

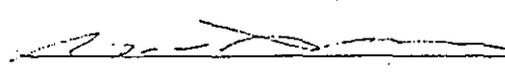
000073

All terms and conditions of the original contract agreement for the Design of the Seismic Retrofit Measures for the West Mission Bay Drive Bridge over Mission Bay and North Harbor Drive over the San Diego Bay Contract No. 288579, between the City of San Diego and TYLI shall remain in full effect, except as amended herein.

**City of San Diego**

By:   
Name: Ken Finnigan  
Title: Associate - Senior Civil Engineer - CIVIL  
Date: 11-15-02

**T.Y. Lin International • McDaniel**

By:   
Name: Mark Ashley  
Title: Senior Vice President  
Date: 12/17/02

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**TYLIN INTERNATIONAL • MCDANIEL**

April 9, 2001

Ms. Kris Shackelford  
City of San Diego  
1010 Second Avenue, M.S. 612  
San Diego, CA 92101

Subject: City of San Diego Retrofit, Contract 288579  
Date: April 28, 1997  
Change Order No.1

Dear Ms. Shackelford:

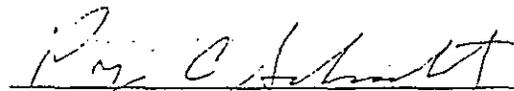
Per your request we are submitting the attached Addendum No. 1 for additional engineering services to update our City of San Diego Retrofit project to current design standards. Our San Diego Retrofit project includes two bridges: the West Mission Bay Drive Bridge over Mission Bay and North Harbor Drive Bridge over the San Diego Bay. The retrofit design was performed in 1997 and completed in early 1998.

The attached Addendum No. 1 is for services to update the specifications and unit prices. We will also make minor revisions to the plans to correspond to the specifications revisions. Coordination hours have been included to assist the City with their project management duties.

We appreciate this opportunity to continue working with you on this challenging project. Please do not hesitate to call if you have any questions regarding this proposal.

Best Regards,

T.Y. Lin International • McDaniel



Perry Schacht, P.E., S.E.  
Senior Bridge Engineer

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**Description of Work**

T.Y. Lin International - McDaniel (TYLI) will provide professional engineering services to update the specifications and unit prices. TYLI will also make minor revisions to the plans to correspond to the specifications revisions. Coordination hours have been included to assist the City with project management duties.

**Scope of Work**

The scope of work will include the following tasks:

*Specifications and Estimate*

1. Update technical specifications to current Caltrans standards.
2. Update construction estimates.
3. Revise plans to match updated specifications.

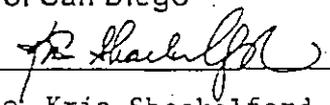
*Meetings and Coordination*

1. Attend coordination meetings with City (Anticipate 4 meetings).
2. Attend coordination meetings with Environmental Agencies (Anticipate 2 meetings).
3. Attend coordination meetings with Utility Companies (Anticipate 2 meetings).
4. Coordination of non-structural related issues with City Staff related to environmental, utilities, traffic, construction and specifications (Anticipate 16 hours).
5. Billing and progress reports (Anticipate 3 monthly billings)

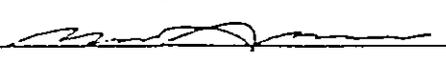
TYLI proposes to provide Addendum No. 1 Services described above on a time-and-materials basis. We estimate the services to be approximately \$22,000.

This is an addendum to the Agreement for the Design of the Seismic Retrofit measures for the West Mission Bay Drive Bridge over Mission Bay and North Harbor Drive over the San Diego Bay, contract No. 288579. All terms and conditions of said agreement between the City of San Diego and TYLI except as amended herein shall remain in full force and effect.

City of San Diego

By: Name: Kris ShackelfordTitle: Senior Civil EngineerDate: June 18, 2001

T.Y. Lin International - McDaniel

By: Name: Mark AshleyTitle: Senior Vice PresidentDate: April 9, 2001



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## Change Order No.2

April 26, 2002

The City of San Diego Bridge Retrofit  
West Mission Bay Drive Bridge over Mission Bay  
North Harbor Drive Bridge over San Diego Bay

### Description of Work

T.Y.Lin International-McDaniel (TYLI) will provide professional engineering services to update the construction specifications for the West Mission Bay Drive and North Harbor Drive Bridges. TYLI will also make minor revisions to the plans to correspond to the specifications revisions.

### Scope of Work

The scope of work will include the following tasks:

#### Specifications:

1. Update technical specifications to current Caltrans standards.
2. Update technical specifications per City's review comments.
3. Revise plans to match updated specifications.
4. Provide pile installation data, including driving energy, to assist the City in providing protection measures for an existing sewer line.
5. Update technical specifications to include the possible protection measures for the sewer line.

#### Project Management and meetings:

1. Attend 4 coordination meetings with City.
2. Attend a meeting with the City regarding the sewer line.
3. Billing and progress report (Anticipate 6 monthly billings)

TYLI proposes to provide Addendum No. 2 services described above on a Lump Sum basis. We estimate the services to be approximately \$22,080.

This is the second addendum to the agreement for the Design of the Seismic Retrofit Measures for the West Mission Bay Drive Bridge over Mission Bay and North Harbor Drive over the San Diego Bay, Contract No. 288579. All terms and conditions of said

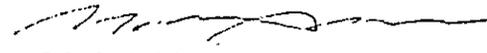
000078

agreement between the City of San Diego and TYLI except as amended herein shall remain in full force and effect.

City of San Diego

T.Y.Lin International - McDaniel

By: 

By: 

Name: Ken Finnigan

Name: Mark Ashley

Title: <sup>Associate</sup> Senior Civil Engineer - Civil

Title: Senior Vice President

Date: 11-15-02

Date: 12/12/02

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**T.Y.Lin International-McDaniel  
Change Order No.2**

City of San Diego Retrofit	Date: 4/26/02					
Personnel	Senior Br. Engr. R. Golchoobian	Senior Br. Engr. J. Rucker	Senior Draftsperson	Word Processor	Other Costs	Budget
<b>Hourly Rate</b>	\$120	\$120	\$85	\$55		
<b>West Mission Bay Drive over Mission Bay</b>						
construction Documents	4	24		16		\$4,240
Plan Revisions	4		8			\$1,160
Meeting with City Staff	2	2				\$480
Project Management and Billing	2					\$240
Other Direct Costs					\$100	\$100
<b>Subtotal</b>	12	26	8	16		\$6,220
<b>North Harbor Drive over San Diego Bay</b>						
Specifications	4	40		24		\$6,600
Plan Revisions	16		24			\$3,960
Meeting with City Staff	8	8				\$1,920
Provide assistance with sewer line protection:						
Pile Driving Energy, by Geotechnical Engineer					\$500	\$500
Inclusion of protection measures in specifications	4	8				\$1,440
Project Management and Billing	12					\$1,440
Other Direct Costs					\$300	\$300
<b>Subtotal</b>	44	56	24	24		\$15,860

**Total**

**\$22,080**

**T.Y.Lin International-McDaniel**  
**Change order No.3**  
 Construction Support

City of San Diego Retrofit	Date: 11/15/02			
Personnel	Senior Br. Engr. R. Golchoobian	Senior Br. Engr. J. Rucker	Other Costs	Budget
<b>Hourly Rate</b>	\$120	\$120		
<b>West Mission Bay Drive over Mission Bay</b>				
<i>Review of shopdrawings</i>				
Concrete column casings, shopdrawings and Mix Design	30			\$3,600
Pipe Restainers	16			\$1,920
Abutment Retrofit	16			\$1,920
Pile Cap and Skirt Panels	32			\$3,840
Railing shopdrawings	16			\$1,920
Respond to Contractor's "Request for Information", RFI	42	16		\$6,960
Project management and Billing	12			\$1,440
ODC			\$100	\$100
<b>Total</b>	164	16		\$21,700

000081



EXHIBIT F  
THE CITY OF SAN DIEGO  
EQUAL OPPORTUNITY CONTRACTING  
1010 SECOND AVENUE, SUITE 500  
SAN DIEGO, CA 92101  
PHONE (619) 533-4464 • FAX (619) 533-4474

### WORK FORCE REPORT

The objective of the Equal Employment Opportunity 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:    TYLIN International

ADA/DBA:    \_\_\_\_\_

Address (Corporate Headquarters, where applicable):    825 Battery street, 2<sup>nd</sup> Floor

City San Francisco                      County \_\_\_\_\_                      State CA                      Zip 94111

Telephone Number: (415) 291- 3700                      Fax Number: (415) 433 - 0807

Name of Company CEO:    John Haussmann

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

City San Diego                      County \_\_\_\_\_                      State CA                      Zip 92108

Telephone Number: ( 619 ) 692 - 1920                      Fax Number: ( 619 ) 692 - 0634

Type of Business: Bridge Engineering                      Type of License: Engineering, Surveying, Arch.

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, 2<sup>nd</sup> Floor San Francisco, CA 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 TYLIN International

(Firm Name)

San Diego  
(County)

CA  
(State)

hereby certify that information provided herein is true and correct. This document was executed on this day of 11/22, 2002

[Signature]  
(Authorized Signature)

Mark Ashley, Senior Vice President  
(Print Authorized Signature Name)

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NAME OF FIRM: TYLIN International DATE: 11/22/02

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

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								6	2		
Technicians and Related Support					1				3					
Sales														
Administrative Support/Clerical					1							3		
Services														
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving														
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*														

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

TOTALS EACH COLUMN			1		2				3		7	5		
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GRAND TOTAL ALL EMPLOYEES 18

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

INFORMATION REGARDING SUBCONSULTANTS PARTICIPATION:

1. Subconsultant's List shall include name and complete address of all Subconsultants who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.
2. Proposer shall also submit subconsultant commitment letters on subconsultant's letterhead, no more than one page each, from subconsultants listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
3. Subconsultants shall be used for scope of work listed. No changes to this Subconsultants List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONSULTANTS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	*MBE/WBE/ DBE/DVBE/ OBE	*WHERE CERTIFIED
None					

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

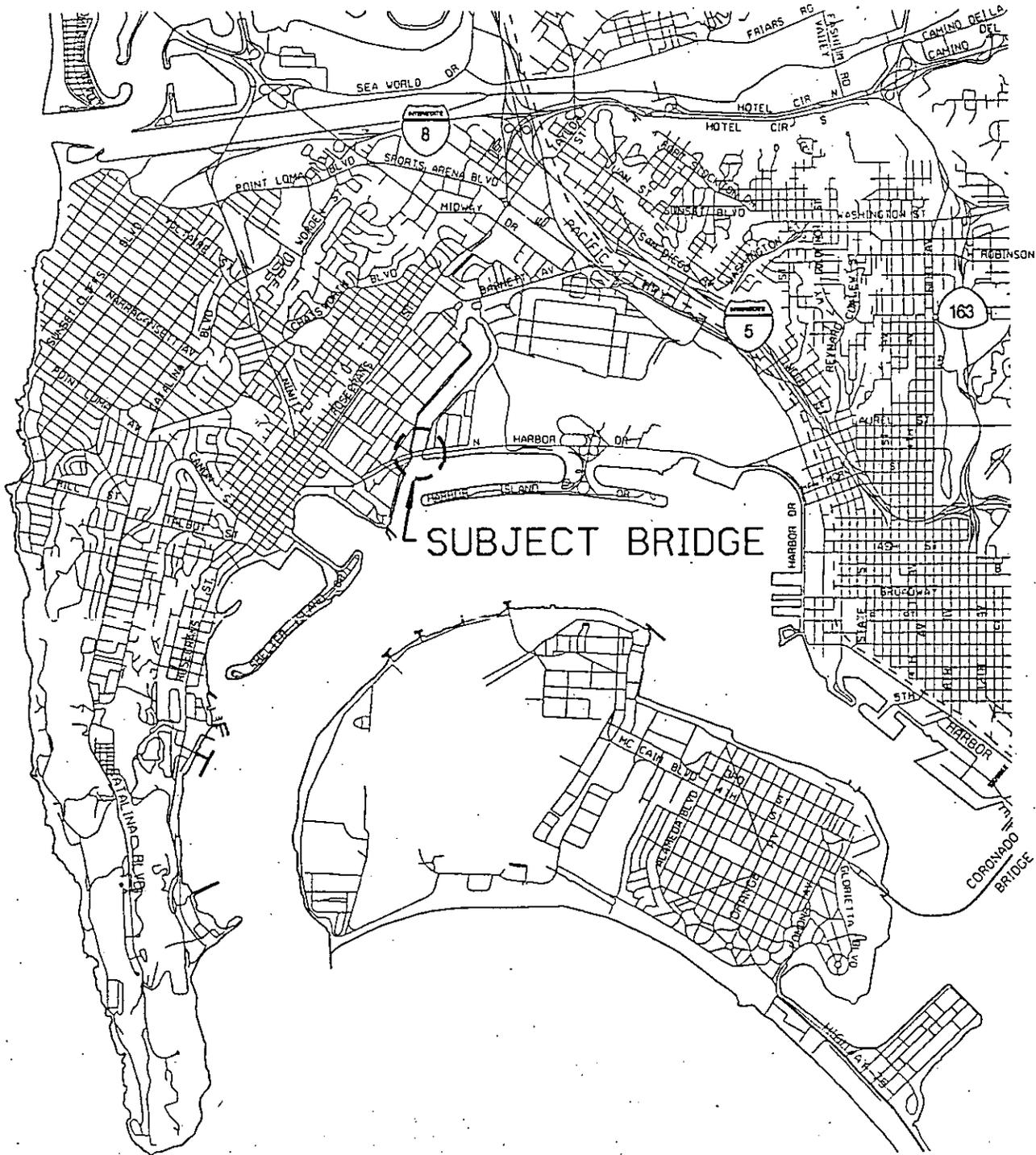
- Certified Minority Business Enterprise MBE
- Certified Woman Business Enterprise WBE
- Certified Disadvantaged Business Enterprise DBE
- Certified Disabled Veteran Business Enterprise DVBE
- Other Business Enterprise OBE

\*\*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

003084

# NORTH HARBOR DRIVE BRIDGE OVER NAVY ESTUARY (NTC) (BRIDGE NO. 57C-015)



SUBJECT BRIDGE

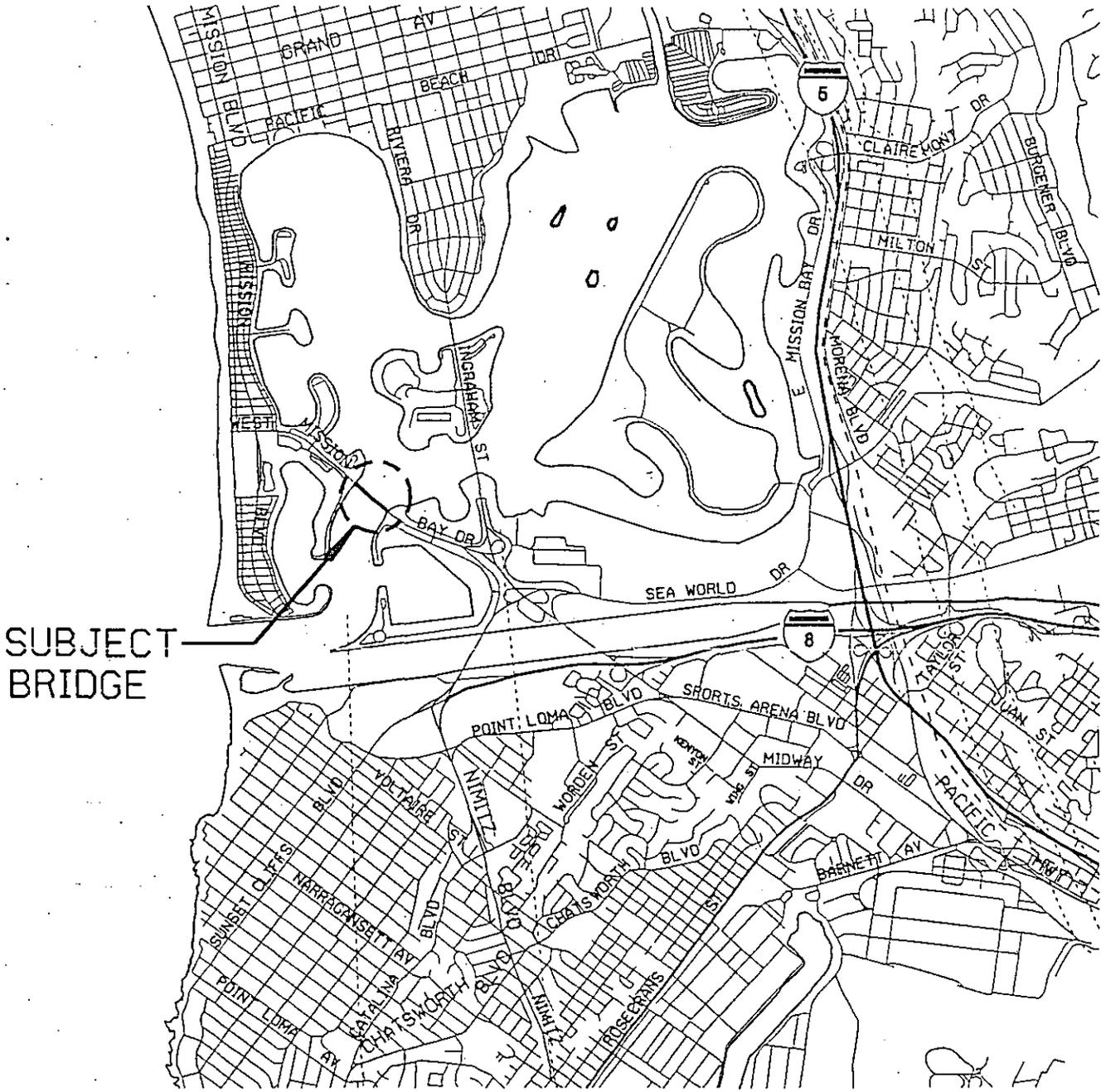
VICINTY MAP



NOT TO SCALE

000085

# WEST MISSION BAY DRIVE BRIDGE OVER MISSION BAY CHANNEL (BRIDGE NO. 57C-426)



SUBJECT  
BRIDGE

VICINTY MAP



NOT TO SCALE

RESOLUTION NUMBER R- 297508ADOPTED ON JAN 07 2003

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 over Mission Bay Channel and North Harbor Drive Bridge over Navy Estuary Seismic Retrofit Projects, under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR- 297508.

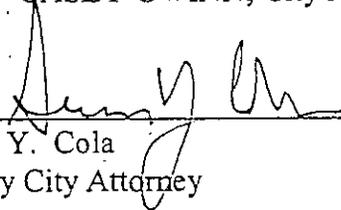
BE IT FURTHER RESOLVED, that the expenditure of a total amount not to exceed \$71,780, consisting of \$41,920 from CIP No. 53.055.0, West Mission Bay Drive Bridge over Mission Bay Channel, Fund No. 38718, HBRR-Highway Bridge Restoration and Rehabilitation and \$29,860 from CIP No. 53.037.0, North Harbor Drive Bridge Over Navy Estuary, Fund No. 38714, HBRR - Highway Bridge and Rehabilitation, is hereby authorized, solely and exclusively for the purpose of providing funds for the above project.

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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: GASEY GWINN, City Attorney

By

  
\_\_\_\_\_  
Susan Y. Cola  
Deputy City Attorney

SYC:ms  
12/16/02  
Aud.Cert: 2300675  
Or.Dept: E&CP  
R-2003-819  
Form=auagr.frm

000089

Passed and adopted by the Council of San Diego on

January 7, 2003

by the following vote:

YEAS: PETERS, ZUCCHET, ATKINS, LEWIS, MAIENSCHIN, FRYE,

INZUNZA, MAYOR MURPHY.

NAYS: NONE.

NOT PRESENT: MADAFFER.

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)

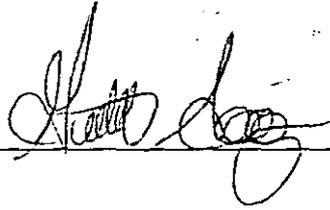
By: GILBERT SANCHEZ, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R- 297508, passed and adopted by the Council of The City of San Diego, California on January 7, 2003.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By:  Deputy

AGREEMENT

THIS AGREEMENT is made by the CITY OF SAN DIEGO, a municipal corporation herein called "City" and MCDANIEL ENGINEERING COMPANY, INC., a California corporation, herein called "Consultant".

## RECITALS

A. City desires Consultant to provide professional services for the Seismic Retrofit Designs of the North Harbor Drive Bridge Over Navy Estuary (Bridge 57C-015) and West Mission Bay Drive Bridge Over Mission Bay Channel (Bridge 57C-426) , in the City of San Diego, herein called "Project", in accordance with the terms and conditions of this Agreement.

B. Consultant is ready, willing and able to provide such professional services.

C. City desires to contract with Consultant for such services.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties hereto as herein expressed, City and Consultant agree as follows:

## SECTION 1 - CONSULTANT'S RESPONSIBILITIES

## 1-1 GENERAL

Under the general supervision of the City Manager or his designated representatives, Consultant shall provide professional services for completion of the Project which will include but not necessarily be limited to, the following:

1-1.1 Consultant shall attend a field review meeting with Caltrans at each bridge.

1-1.2 Consultant shall perform a field review of each bridge in

order to identify the following:

1-1.2.1 Modifications and dimensions not shown of as-built plans.

1-1.2.2 Existing bridge damage.

1-1.2.3 Constraints that could affect feasibility of potential retrofit options.

1-1.2.4 Traffic or pedestrian access constraints.

1-1.2.5 Location of all utilities

1-1.2.6 Consultant shall prepare a field review report including information determined above and photographs of the bridge structures.

1-1.3 In accordance with the procedures set forth in CalTran Memo to Designers 20-4, the consultant shall perform a detailed seismic analysis on the two bridges and recommend detailed seismic retrofit measures based on the analysis. The seismic analysis and recommended seismic retrofit measures shall be incorporated into a strategy report and will be submitted to the City and CalTrans for the CalTrans Seismic Retrofit Strategy Meeting. The strategy report shall include a General Plan and Cost Estimate for all alternatives considered. The following design methods will be excluded; Time History Analysis, Non-linear Dynamic Analysis, Structure Isolation and Retrofit Dampers.

1-1.4 The Consultant shall have a registered Geologist perform a technical analysis of the geology and soils in the vicinity of the two bridges prior to performing the seismic analysis. The Geologist shall prepare a report which will give recommendations on

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peak bedrock acceleration, ARS curve for the structural response analysis and a site-specific ARS curve for each bridge. The report shall also provide design and specified pile-tip elevations base on nominal resistance determined by bridge analyses, compute the p-y curves and lateral capacity of the new piles and pile-head stiffness coefficients for the seismic evaluation of the bridges. The work in this task also includes review of the foundation plans and relevant sections of the specifications and signing the As-Built log of test boring sheets and foundation plans for both bridges. No field exploration (drilling and sampling) shall be provided; the work will be based on existing subsurface data.

1-1.5 The calculations involved with the seismic analysis and recommended seismic retrofit measures for each bridge shall be approved by the subconsultant providing the independent check prior to submittal of the strategy report. The calculations shall bear the State of California Registered Professional Engineering registration certificate expiration date of the design engineer and independent check engineer.

1-1.6 Consultant shall attend one CalTrans Seismic Retrofit Strategy Meeting in Sacramento and prepare Strategy Meeting Minutes and a Final Strategy report which will include the final seismic retrofit measures as agreed to by CalTrans for each bridge in the Project. The Final Strategy reports must be signed and sealed by a California Registered Engineer.

1-1.7 Consultant shall prepare improvement plans, specifications, cost estimates (PS&E), and a working day schedule

for each bridge in the Project after the CalTrans Seismic Retrofit Strategy Meeting has taken place and the City has notified the Consultant to proceed with the PS&E. The final PS&E will be submitted to the City for final review and plan check after which changes noted shall be incorporated into the final PS&E by the Consultant. The specifications provided by the Consultant shall be complete for bidding purposes and clearly specify all items of work involved with the construction of all the seismic retrofit measures. The final PS&E for the Harbor Drive Bridge Over the Navy Estuary shall include the details necessary to repair the damaged shear keys.

1-1.8 Each plan sheet for each bridge shall be independently checked by a qualified engineer of the subconsultant who is registered in the State of California. Each plan sheet shall be signed by the engineer who performed the independent design check.

1-1.9 An independent set of design calculations shall be prepared for the retrofit items and an independent set of check quantities shall be computed for the various items of work based on details, dimensions and limits shown on the plans. The check quantities shall be resolved with the design quantities. The design calculations shall be prepared by a qualified engineer registered in the State of California.

1-1.10 Consultant shall ensure all plans, specifications, and construction cost estimates are submitted to City pursuant to this Agreement and each plan sheet shall bear the State of California Registered Professional Engineer registration seal with signature,

license number and registration certificate expiration date of the engineer who is in responsible charge for developing the plan.

1-1.11 Consultant shall be responsible for researching those records which are pertinent to the design and incorporate existing field conditions into the design of the seismic retrofit measures.

1-1.12 Consultant shall adhere to the following guidelines and their respective amendment and revisions for design of the Project:

1-1.12.1 City of San Diego, Engineering Department's DI-3395.11 "Drafting Standards".

1-1.12.2 CalTrans Local Programs Manual, Volumes I, II, and III.

1-1.12.3 CalTrans Standard Plans and Specifications 1992 Edition and current CalTrans Standard Special Provision where applicable.

1-1.12.4 CalTrans Manual of Traffic Controls for Construction and Maintenance Work Zones, dated 1990.

1-1.12.5 CalTrans Bridge Design Aids, Bridge Design Details, Bridge Design Specifications, and Bridge Memo to Designers.

1-1.12.6 Standard Specifications for Highway Bridges, 13<sup>th</sup> edition, adapted by AASHTO with revisions by CalTrans.

1-1.13 Consultant shall coordinate and make provisions in the Project design for any public or private utility facilities which must be located or relocated as a result of the Project.

## 1-2 BIDDING AND CONSTRUCTION SUPPORT

1-2.1 The Bidding and Construction Phase will commence when the PS&E is approved by CalTrans and signed by the City and will

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terminate when the Final Payment is made by City to Contractor.

1-2.2 Consultant shall provide the following support services during the bidding and construction of the Projects.

1-2.2.1 Assist in Addenda preparation if required for items not related to traffic control and environmental permitting.

1-2.2.2 Attend a preconstruction meeting.

1-2.2.3 Review and comment on Change Orders not related to traffic control and environmental permitting, including written justification or recommending alternatives when appropriate.

#### SECTION 2 - CITY'S RESPONSIBILITIES

2-1.1 City shall provide all land surveying required for the design and construction of the Project.

2-1.2 City shall provide preliminary surveying in Intergraph format and provide construction surveying.

2-1.3 City shall furnish Consultant with copies of existing City records pertinent to the Project, provided Consultant researches City's files and compiles the necessary list of record drawings.

2-1.4 City shall prepare bid packages, advertise and award construction contract.

2-1.5 City shall prepare and process all environmental permits and pay all agency fees required for all permits required for the Project.

2-1.6 City shall staff the Project with a resident engineer experienced in bridge work, and shall be responsible for inspection, materials testing, contract compliance and contract administration.

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2-2 ADMINISTRATION OF AGREEMENT: Administration of this Agreement is under the jurisdiction of the City Manager of the City as to City's interest herein and any communication to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law to be given or served upon City may be given or served by letter deposited in the United States mail, postage prepaid, and addressed to the City Manager, Attention of the Engineering Director, 202 "C" Street, M/S 9B, San Diego, California 92101. Any notice or notice provided for by this Agreement or by law to be given or served upon Consultant may be given or served by depositing in the United States mail, postage prepaid, a letter addressed to said Consultant at his principal place of business or any other address which may hereafter be agreed upon by Consultant and City, or may be personally served upon Consultant or any person hereafter authorized by Consultant to receive such notice. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served.

### SECTION 3 - COPIES OF SUBMITTALS

3-1 Consultant shall submit the following to the Project Manager during the plan check process for each bridge.

3-1.1 Six (6) copies of the seismic analysis strategy report which will be used for the CalTrans Seismic Retrofit Strategy Meeting.

3-1.2 Six (6) copies of geotechnical soils report.

3-1.3 100% submittal of PS&E for each bridge.

- 3-1.3.1 Nine (9) sets of plans.
- 3-1.3.2 Nine (9) sets of cost estimates.
- 3-1.3.3 One (1) set of specifications and one (1) copy of specifications on a computer disk.
- 3-1.3.4 Two (2) copies of checked quantity calculations.
- 3-1.3.5 Two (2) copies of design calculations.
- 3-1.3.6 Two (2) copies of design check calculations.
- 3-1.4 Final submittal of PS&E for each bridge.
  - 3-1.4.1 Original mylar plans.
  - 3-1.4.2 Five (5) sets of plans.
  - 3-1.4.3 Two (2) sets of specifications.
  - 3-1.4.4 Two (2) sets of final construction cost estimates and checked quantity calculations.
  - 3-1.4.5 Two (2) copies of final design calculations.

#### SECTION 4 - PROJECT SCHEDULING

##### 4-1 CONSTRUCTION DRAWINGS AND DOCUMENTS

4-1.1 Seismic Strategy Report and geotechnical/soils report shall be submitted within ninety (90) calendar days of City's Notice to Proceed.

4-1.2 Once the CalTrans Seismic Retrofit Strategy Meeting has taken place, PS&E completed to the one hundred percent (100%) level shall be submitted within eighty (80) calendar days after the City has notified the Consultant to proceed with the final PS&E.

4-1.3 Upon completion of the City's plan check, Consultant shall, within fifteen (15) days, submit revised PS&E for plan check.

4-1.4 If unusual delays occur in Consultant's complying with his

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part of the Project schedule, City may, at its option, suspend performance of further services by Consultant for a reasonable period of time, after which City may require compliance by Consultant with terms and condition of this Agreement. In the event of such suspension, City shall pay Consultant the reasonable value of the work performed up to the date of the suspension, but not to exceed payments as specified in Section 5, "Consultant's Compensation."

#### SECTION 5 - CONSULTANT'S COMPENSATION

**GENERAL:** Consultant shall proceed with the work only after City Council has authorized the expenditure of funds for that work and the Project Manager has notified Consultant in writing of Authorization to Proceed.

Consultant's compensation is based on the furnishing of engineering, and other technical and design services necessary for the completion of the Project.

If the estimated Project budget increases, with no change in scope of services, Consultant shall not be entitled to any additional compensation. Additional compensation is appropriate only when there is a change in scope of services and shall be paid as "Additional Services" or by an amendment to the Agreement.

5-1 For Consultant's basic services, as set forth in Section 1 "Consultant's Responsibilities," a base fee not to exceed TWO HUNDRED FORTY TWO THOUSAND DOLLARS (\$242,000) shall be paid for this Project.

The above total sum payment is for satisfactory performance and

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includes direct costs, salaries, fringe benefits, overhead, profit, and all other expenses incurred by Consultant. Payments to Consultant shall be made monthly in proportion to work accomplished and shall not exceed the following amounts for the items of work listed below:

<u>No.</u> <u>Items</u>	<u>Harbor Drive</u> <u>Bridge 57C-015</u>	<u>W. Mission Bay Dr</u> <u>Bridge 57C-426</u>
Phase I - Seismic Analysis and Retrofit Strategy		
1. Review As-Builts, Field Review with Caltrans & Field Report	\$ 3,520.00	\$ 3,520.00
2. Geotechnical Recommendations for Strategy Report	9,680.00	7,130.00
3. Seismic Analysis/Strategy Report & Attendance at Caltrans Strategy Meeting	45,080.00	44,660.00
4. Independent Check Through Strategy	14,005.00	16,080.00
Phase I Sub-Total:	\$ 72,285.00	\$ 71,390.00
Phase II - Final PS&E		
5. Final PS&E	\$ 32,080.00	\$ 34,110.00
6. Independent Check of PS&E	9,815.00	10,400.00
7. Geotechnical Final Report	6,820.00	5,100.00
Phase II -Sub-Total:	\$ 48,715.00	\$ 49,610.00
Total Per Bridge:	\$121,000.00	\$121,000.00
Total Basic Services:	\$242,000.00	

5-2 Additional Services: If City requires any additional services not included as part of the basic services from Consultant, payment for such services shall be based on the following hourly rates for the prime Consultant and Subconsultants, which include all direct costs, salaries, fringe benefits, overhead, and profit. See Exhibit "D" for Professional Services and Hourly Rates.

5-2.1 Payment to the Consultant for additional services listed in subsections 5-2.2 and 5-2.3 shall be made monthly in proportion

to work accomplished subject to review and approval by the Project Manager. No payment will be made for any additional Consultant services without prior written authorization from the City Project Manager.

5-2.2 Consultant shall be paid for City requested minor changes, based on the prime Consultant hourly rates set forth in Section 5-2 above, "Additional Services." A total sum, not to exceed TWO THOUSAND NINE HUNDRED AND FIFTY DOLLARS (\$2,950) will be paid for these City-initiated changes. No payment will be made for any additional Consultant Services without prior written authorization from the City Project Manager.

5-2.3 Consultant shall be paid for additional Consultant Services required for construction support and shop drawing reviews based on the prime Consultant hourly rates set forth in Section 5-2 above, Additional Services. A total sum not to exceed FIVE THOUSAND DOLLARS (\$5,000) will be paid for these support services.

5-2.4 Consultant shall not be paid for services incidental to changes required by Consultant's errors or omissions in Contract Documents and Consultant shall be responsible for the cost of services in providing such change.

#### SECTION 6 - CONSULTANTS KEY PERSONNEL

6-1 Key personnel to be assigned to this project is Perry Schacht as Project Manager for McDaniel Engineering Company, Inc. In order to maintain project continuity, the Consultant shall not replace key personnel for the future duration of the project without City's approval.

## SECTION 7 - GENERAL CONDITIONS

7-1 Consultant expressly agrees that the work is based upon Consultant's expertise and shall be done in accordance with standard Civil Engineering practices.

7-2 Except as City may specify in writing, Consultant shall have no authority, expressed or implied, to act on behalf of city in any capacity whatsoever as an agent. Consultant shall have no authority expressed or implied, pursuant to this Agreement, to bind City to any obligation whatsoever.

7-3 Other firms or individuals not permanent employees of Consultant, employed by Consultant as Subconsultants in connection with this work, shall be approved by City.

7-4 Consultant, and any Subconsultants employed by Consultant, shall be independent contractors and not agents of City. Any provisions of this Agreement that may appear to give the right to direct Consultant as to the details of performing the work or to exercise a measure of control over the work, means that Consultant shall follow the direction of the Project Manager as to end results of the work only.

7-5 Consultant shall not assign this contract or any monies due, or to become due, without the City Manager's prior written consent. Any assignment by consultant without City Manager's approval shall be cause for termination of this Agreement at the sole option of City. In no event shall any contractual relationship be created between any third party and City.

7-6 All tracings, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement shall be submitted to and become the property of City. Sketches, tracings, plans, maps, charts, computations, and other data prepared or obtained under this Agreement shall be made available, upon request, to City without restriction or limitation on their use.

7-7 Consultant's compensation defined in Section 5, "Consultant's Compensation," is the maximum compensation payable under the terms of this Agreement. Consultant shall not provide services beyond the scope of this Agreement. No City employee can bind City with regard to payment for services which exceed the amount payable under the terms of the Agreement.

7-7.1 Major Changes - In the event City requires a major change in the scope, complexity or character of the work after preliminary or final documents have progressed as directed by City, adjustments in compensation to Consultant and in the time for performance of the work, as modified, shall be determined through negotiation between parties to the Agreement.

7-7.2 Minor Changes - In the event City requires minor changes in the scope, complexity or character of the work, not including the correction of errors made by Consultant, after preliminary plans or final plans have progressed as directed by City, these City-initiated changes shall be considered as additional services as set forth in Section 5, "Consultant's Compensation."

7-8 Consultant shall complete their obligation under this Agreement within the time specified in Section 4, "Project Schedule," unless

City grants an extension of time, in writing. Any such extension of time shall only be granted for good and sufficient cause as determined at the sole discretion of the Project Manager.

7-8.1 City may, at its option, elect to terminate this Agreement. In the event City elects to terminate, work completed under the terms of this Agreement shall become the property of City and City shall pay Consultant for work performed to the date of termination but not to exceed payment as specified in Section 5, "Consultant's Compensation."

7-8.2 City's exercise of its options provided by this paragraph shall be evidenced by written notice given to Consultant. Acceptance of payment by Consultant under this paragraph shall discharge all of City's obligations and liabilities under this Agreement.

7-9 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to a reasonable sum as attorney's fees.

7-10 REMEDIES OF THE CITY: In the event (a) that Consultant shall default in the performance or fulfillment of any covenant or condition herein contained on his part to be performed or fulfilled and shall fail to cure such default with ten (10) day following the service on him or a written notice from the City specifying the default or defaults complained of and the date on which his rights hereunder will be terminated as hereinafter provided if such default or defaults is or are not cured, or (b) that Consultant shall file a voluntary petition in bankruptcy, or (c) that

Consultant shall be adjudicated a bankrupt, or (d) that Consultant shall make a general assignment for the benefit of creditors then and in either or any said events, City may, at its option, without further notice or demand upon Consultant, immediately cancel and terminate this Agreement and terminate each, every and all of the rights of Consultant under this Agreement. The rights and remedies of City as hereinabove set forth are cumulative only and shall in no way be deemed to limit any of the other provisions of this Agreement or otherwise to deny to City any right or remedy at law or in equity which City may have or assert against Consultant under any law in effect at the date thereof or which may hereafter be enacted or become effective, it being the intent hereof that the rights and remedies of City, as hereinabove set forth, shall supplement or be in addition to or in aid of the provisions of this Agreement and of any right or remedy at law or in equity which City may have against said Consultant.

**SECTION 8 - INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:**

8-1 Except as to Consultant's obligations regarding the design of the Project and services relating thereto, and the indemnification and hold harmless aspects thereof as set forth in Section 8-2 below, Consultant agrees to defend, indemnify, protect and hold City and its agents, officers and employees harmless from an against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Consultant's employees, agents or officers which arise from or are connected with or caused or claimed to be caused by the negligent

acts or omissions of Consultant, and its agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same; provided however, that Consultant's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.

8-2 With regard to Consultant's design of Project and services related thereto, Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, costs, suits and damages, including Attorney's fees, arising from the negligent acts, errors or omissions of the Consultant associated with design of the Project.

#### SECTION 9 - INSURANCE

9-1 Consultant shall obtain and maintain in full force throughout the term of this Agreement a professional liability insurance policy (error and omissions insurance) in the sum of ONE MILLION DOLLARS (\$1,000,000), a true copy of which shall be furnished to the Project Manager prior to the commencement of work on the Project.

#### SECTION 10 - SUBCONSULTANTS

Subconsultants employed by the Consultant for the Project with an estimated cost of the subcontract of \$10,000 or one-half of one percent of the total contract amount, whichever is less, shall be listed on the Subconsultant List (attached as Exhibit "A") as a part of this Agreement. The Consultant shall be responsible to the City

for the actions of persons and firms performing subcontract work. The Consultant and any Subconsultants employed by the Consultant, shall be independent contractors and not agents of the City hereunder.

A copy of all subcontracts with an estimated cost greater than \$10,000 shall be submitted to the City Manager for approval. The Consultant shall not change any Subconsultants or suppliers, or reduce their level of effort, without prior written approval of the City Manager.

10-1 REQUIRED SUBCONTRACT CLAUSES: The Consultant shall included the following in all its subcontracts:

PAYMENT PROVISIONS

- a. Payment provisions which obligate the Consultant to pay Subconsultants for Consultant and City approved invoice amount under its subcontracts not later than 14 day from receipt of payment from the City and out of such amounts as are paid to the Consultant under this Agreement.
- b. Interest penalty provisions obligating the Consultant to pay to its Subcontractor an interest penalty of two percent (2%) of the amount due each Subcontractor for each calendar month or portion of each calendar month for each payment not made in accordance with subparagraph a. above for the period beginning 15 days after receipt of payment from the City and ending on the date on which payment to the amount due is made. The Consultant's obligation to pay an interest penalty to a Subcontractor under this clause shall not be construed as an

obligation of the City to pay such a penalty.

The conditions above shall not be construed to impair the right of the Consultant or its Subconsultant at any time to negotiate fair and reasonable pricing and payment provisions.

In cases of Subcontractor performance deficiencies, the Consultant shall make written notice of any withholding to the Subcontractor with a copy to the City Manager specifying the following:

- (a) the amount withheld;
- (b) specific cause for the withholding under the terms of the subcontract;
- (c) reasons why the cause for withholding justifies the amount withheld; and
- (d) the remedial actions to be undertaken by the Subcontractor in order to receive payment of the amount withheld.

Upon correction of the deficiency, the Consultant shall pay the Subcontractor the amount previously withheld within 14 days after payment by the City.

In a dispute between the Consultant and one of its Subconsultants City will not be interpleaded in any judicial or administrative proceeding, nor will the City be a party in the dispute.

#### SECTION 11 - PRODUCT ENDORSEMENT

11-1 Consultant shall conform to City Administrative Regulation 95-65, dated July 1, 1977, concerning Product Endorsement. Any

advertisement referring to the City as a user of a product or service will require written approval of the Project Manager.

#### SECTION 12 - CONSULTANTS EMPLOYMENT OF CITY STAFF

12-1 This Agreement may be unilaterally and immediately terminated by the City if the Consultant employs an individual who, within the last twelve (12) months immediately preceding such employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the Consultant.

#### SECTION 13 - DRUG-FREE WORK PLACE

13-1 Consultant hereby certifies familiarity with the requirements of the City of San Diego Council Policy 100-17 regarding Drug-Free Work Place and that MCDANIEL ENGINEERING COMPANY, INC., has in place a drug-free work place program that complies with said policy. Consultant further certifies that each Subconsultant agreement for this project contains language which indicates the Subcontractors will abide by the provisions of Section 2.A (1) through (3) of said policy.

#### SECTION 14 - AMERICANS WITH DISABILITIES ACT STATEMENT

14-1 Consultant is responsible for the design and all appropriate contract administration services during the construction of the Project in accordance with all applicable laws, regulations and codes. This shall include, but not be limited to the 1990 Americans with Disabilities Act (ADA) along with all other Federal, State, and local ordinances in effect. The Consultant is

responsible as a designer, employer, and City representative to comply with all portions of the Americans with Disabilities Act. (For specific information about ADA requirements affecting Public Services and Public Accommodations, Consultant can contact the "Office on the Americans with Disabilities Act, Civil Rights Division, U. S. Department of Justice, P. O. Box 66118, Washington, D.C. 20035-6118, Phone No. (202) 514-0301).

SECTION 15- COMPLIANCE WITH THE CITY' EQUAL OPPORTUNITY

CONTRACTING:

A. EQUAL OPPORTUNITY CONTRACTING

The subconsultant list, form EOP-5 (Exhibit A), or facsimile is a part of this Agreement. All Subcontractors have been listed and it is agreed that no changes to the Subconsultant List will be allowed without prior written approval from the City. Equal Opportunity Contracting Program (EOCP) is charged with the responsibility of approving requests for substitution of MBE/WBE/DBE/DVBEs, these requests should be forwarded to EOCP on receipt. Subconsultants are to complete a minimum of 75% of their listed scope of work with their own work forces. Consultant shall submit to the Project Manager statistical information as requested in the City of San Diego Contract Activity Report (Exhibit B), indicating the amount of subcontracting provided by firms during the period covered by the report. This information should be accompanied by an invoice from each Subconsultant/subcontractor/vendor/service provider listed in the report.

B. EQUAL EMPLOYMENT OPPORTUNITY

The CONSULTANT acknowledges and agrees that it is aware of, and will comply with, the City' Council Ordinance No. 18173, Section 22.2701, EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, which is attached hereto and incorporated herein as Exhibit C. The CONSULTANT and all its subcontractors are individually responsible to abide by its contents. Consultant and each of its Subconsultants will comply with the Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereinafter enacted. Consultant will not discriminate against any employee or applicant for employment on any basis prohibited by law. Consultant has submitted, and the City acknowledges receipt of a current Work Force Report or a current Equal Employment Opportunity (EEO) Plan as required by Section 22.2705 of the San Diego Municipal Code which sets forth the actions that the Consultant will take to achieve the City's commitment to equal employment opportunities. Consultant agrees that compliance with the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each Subconsultant. Consultant agrees that compliance with regards to EEO provision flowing from the authority of both parties will be implemented, monitored and reviewed by the City's EOCP staff.

#### C. LOCAL BUSINESS AND EMPLOYMENT

Consultant acknowledges that City of San Diego seeks to promote

employment and business opportunities for local residents and firms on all City contracts. Consultant will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts for work associated with the Agreement from local residents and firm as opportunities occur. Consultant agrees to hire qualified local residents and firms whenever feasible. Consultant understands that failure to comply with the above requirement, and/or submitting false information in response to these requirements, may result in withholding progress payment until Consultant complies with above, or termination of this Agreement, and/or suspension from participating in future City contracts a prime or Subconsultant, for a period of not less than one (1) year. For additional or subsequent violations, the period of suspension may be extended for a period of up to three years. Failure to satisfy penalties imposed pursuant to this section shall prohibit Consultant from participating in future

City contracts until all penalties have been satisfied.

#### SECTION 16 - FEDERAL REQUIREMENTS

16-1 The project is funded by Federal Highway Bridge Rehabilitation and Replacement Fund (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).

16-2 The Consultant and its Subcontractors shall maintain all books, documents, papers, employee timesheets, 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.

16-3 The cost principles and procedures for use in the determination of allowable element of cost will be governed by the Federal Acquisition Regulations in Title 48, CFR 31.

16-4 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 Local Agency 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.

16-5 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.

16-6 Neither this Agreement or any part thereof shall be

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subcontracted, assigned, or transferred by the Consultant except as otherwise provided for in the Agreement.

16-7 The Consultant shall comply with 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."

16-8 In the event the Consultant considers any work demanded of him to be outside the requirements of the contract, or if he considers any order, instruction, or decision of the City to be unfair, he shall immediately upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but unless the Consultant finds such order, instruction, or decision satisfactory, he shall

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within 20 days after receipt of same, file a written protest with the City stating clearly and in detail his objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonable have been foreseen by the Consultant within the time limit specified for protest, the Consultant hereby waives all grounds for protests or objections to the orders, instructions, or decisions of the City and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of the City will be limited to matters properly falling within the City's authority.

Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual agreement may be settled by arbitration in accordance with the rules of the American Arbitration Association, provided that the parties mutually agree to submit to arbitration.

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IN WITNESS WHEREOF, this Agreement is executed by THE CITY OF  
SAN DIEGO, acting through its City Manager, pursuant to Resolution

R-288579  
No. \_\_\_\_\_, authorizing such execution, and by Consultant.

DATED THIS \_\_\_\_\_ day of APR 28 1997, 19\_\_\_\_.

THE CITY OF SAN DIEGO,  
a municipal corporation

By: [Signature]  
Frank Belock, Jr.  
City Engineer

MCDANIEL ENGINEERING COMPANY , INC.  
a California Corporation  
5030 Camino de la Siesta, Suite 204  
San Diego, CA 92108

By: [Signature]  
Consultant  
W. Mark Ashley, President

I HEREBY APPROVE the form and legality of the foregoing  
Agreement this 8th day of May, 1997.

CASEY GWINN, City Attorney

By: [Signature]  
Deputy City Attorney

R-288579

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CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the City Engineer of the Local Agency of the City of San Diego, and that the consulting firm of McDaniel Engineering Company , Inc., 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.

5/13/97

(Date)



(Signature)

## CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Project Manager and duly authorized representative of the firm of McDaniel Engineering Company, Inc., 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) agreed, as an express or implied condition for obtaining this contract, to employ or retain the service 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 in connection with, procuring or carrying out the Agreement.

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.

3/7/97

(Date)

  
(Signature)

W. Mark Ashley, President

## SUBCONSULTANTS LIST

Proposal shall include a complete list of ALL proposed subconsultants receiving in excess of one-half of one percent of the contract amount or \$10,000, whichever is less. Subconsultants shall be used for the scope of work listed. No changes to this subconsultants list will be allowed without prior written approval of the City.

All businesses, including prime consultants claiming MBE/WBE/DBE/DVBE status must be certified by the City of San Diego, California Department of Transportation (CalTrans), State of California, Department of General Services, or possess an interim certification from the Joint Agencies Contracting Opportunities (JACO) Task Force at the time of proposal submittal. Documentation verifying MBE/WBE/DBE/DVBE status is required.

Consultant(s) / Vendor(s)	MBE, WBE, DBE DVBE Status	Scope of Work	Dollar Amount	% of Total Amount
J. Muller International		Independent check	\$52,000	20.8
Earth Mechanics	DBE	Geotechnical	\$30,000	12.0

EXHIBIT "A"



## MINIMUM PARTICIPATION LEVEL (MPL) SURVEY

Outreach and Teaming Strategy Employed on this Contract  
 Consulting  
 (For Contracts Valued at \$25,000 or more)

Minimum Participation Level (MPL) goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), or Disabled Veteran Business Enterprise (DVBE) at the prime or subcontract level. Attainment of the MPL goal is strongly encouraged but strictly voluntary. If the MPL goal of 15% was not achieved on this contract, you are required to complete the MPL Survey and submit it to the City of San Diego's Equal Opportunity Contracting Program (EOCP), 1200 Third Avenue, Suite 250, San Diego, CA 92101. This information is due to EOCP within ten working days from the date your firm was notified of selection and must be received prior to award of contract. This information will be used by EOCP staff to assist prime contractors with achieving MPL goals on future City contracts.

Please respond to the following questions (feel free to use separate sheets of paper):

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

Yes - Geotechnical Engineering (MBE)  
 - Traffic Engineering (WBE)

2. Describe your firm's overall strategy to meet the MPL goal on this project.

McDaniel Engineering originally submitted a proposal which had a combined utilization of 27 percent for MBE and WBE. Subsequently, the City of San Diego has eliminated the traffic engineering portion of the Scope of Services. Our final participation level is 12 percent for MBE firms.

3. Did your firm advertise the subcontracting opportunities in any publications? Which media? Which dates? Attach copies of published ads. What other outreach efforts did you employ?

McDaniel Engineering did not advertise the subcontracting opportunities because we had already achieved well over the 15 percent MPL goal on our initial proposal.

