

**000427** DOCKET SUPPORTING INFORMATION  
 CITY OF SAN DIEGO  
**EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION**

DATE: 53  
 April 24, 2008 06/10

SUBJECT: First Avenue Bridge over Maple Canyon (57C-416)

**GENERAL CONTRACT INFORMATION**

Recommended Consultant: T.Y. Lin International  
 Amount of this Action: \$ 291,730.00  
 Original Contract: \$ 384,952.52  
 Cumulative: \$1,018,914.52  
 Funding Source: City

**SUBCONTRACTOR PARTICIPATION**

	<u>This Action</u>		<u>Cumulative</u>	
Coating Specialists and Inspections (Other)	\$ 0.00	0.00%	\$ 19,746.00	1.94%
CSI Services (Other)	\$ 81,750.00	28.02%	\$ 81,750.00	8.02%
EDAW (Other)	\$ 0.00	0.00%	\$150,819.70	14.80%
Heritage Architecture (Other)	\$ 51,000.00	17.48%	\$ 51,000.00	5.00%
Katz, Okitsu & Associates (Other)	\$ 0.00	0.00%	\$ 21,767.50	2.14%
Marum Partnership (Other)	\$ 0.00	0.00%	\$ 9,443.75	0.93%
Ninyo and Moore (Other)	\$ 0.00	0.00%	\$ 12,413.52	1.22%
Syska Hennessy (Other)	\$ 0.00	0.00%	\$ 18,000.00	1.77%
W. Koo and Associates (Other)	\$ 0.00	0.00%	\$ 30,985.82	3.04%
<b>Total Certified Participation</b>	<b>\$ 0.00</b>	<b>0.00%</b>	<b>\$ 0.00</b>	<b>0.00%</b>
<b>Total Other Participation</b>	<b>\$132,750.00</b>	<b>45.50%</b>	<b>\$395,926.29</b>	<b>38.86%</b>
<b>Total Subconsultant Participation</b>	<b>\$132,750.00</b>	<b>45.50%</b>	<b>\$395,926.29</b>	<b>38.26%</b>

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Equal Opportunity: Required

T. Y. Lin International submitted a Work Force Report for their San Diego County employees dated January 4, 2008, with a total of 25 employees. The firm's Work Force Analysis reflects under representations in the following categories:

Females in Professional and Technical

T. Y. Lin International's Work Force Report indicates a pro-active effort to meet the employment goals, and therefore, precludes the need for an Equal Opportunity Plan. Staff will continue to monitor their efforts.

**ADDITIONAL COMMENTS**

The *Work Force Analysis* is attached.

JLR 

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	
	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	M	F	M	F
Mgmt & Financial	3.3%	0	0	11.9%	0	0	6.2%	0	0	0.4%	0	0	6.2%	0	0	2	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	1	1
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	0	0
Technical	6.6%	0	0	14.8%	1	0	17.2%	1	0	0.4%	0	0	17.2%	2	0	0	1	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	0	0
Administrative Support	7.0%	0	1	20.8%	0	1	8.8%	0	1	0.8%	0	0	8.8%	0	0	0	2	0	0
Services	5.5%	0	0	36.9%	0	0	9.7%	0	0	0.6%	0	0	9.7%	0	0	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	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	0	0
Transportation	6.1%	0	0	32.1%	0	0	4.5%	0	0	0.5%	0	0	4.5%	0	0	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	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>	<b>1</b>	<b>1</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	8.8%
0	0	0	36.7%
0	0	0	15.2%
0	0	0	11.1%

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

TOTAL

25	16	7
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	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	1.64	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.

000429

# FIRST AVENUE BRIDGE OVER MAPLE CANYON SUBCONSULTANT PARTICIPATION

## Request for Master Amendment # 3

TY Lin International	\$158,980.00	54.50%
CSI Services	\$81,750.00	28.02%
Heritage Architecture	\$51,000.00	17.48%
	<b>\$291,730.00</b>	<b>100.00%</b>

## Cumulative (Original + Amendment 1, 2 and 3)

TY Lin International	\$622,988.23	61.14%
EDAW	\$150,819.70	14.80%
Ninyo and Moore	\$12,413.52	1.22%
Marum Partnership (DBE)	\$9,443.75	0.93%
W. Koo & Associates (DBE)	\$30,985.82	3.04%
Katz, Okitsu & Associates (DBE)	\$21,767.50	2.14%
Coating Specialists & Inspections	\$19,746.00	1.94%
Syska Hennessy	\$18,000.00	1.77%
CSI Services	\$81,750.00	8.02%
Heritage Architecture	\$51,000.00	5.00%
	<b>\$1,018,914.52</b>	<b>100.00%</b>

000430



City of San Diego

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue • Suite 200 • 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  
 Consultant  Grant Recipient  Insurance Company  Other

Name of Company: T.Y. Lin International

AKA/DBA: \_\_\_\_\_

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

City San Francisco County San Francisco State CA 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, Suite 204

City San Diego County San Diego State CA 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: 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) 291-3700 FAX Number: (415) 433-0807

- 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 7<sup>th</sup> day of March 2008.

Joe Tognoli  
(Authorized Signature)

Joe Tognoli  
(Print Authorized Signature)

000431

REQUEST FOR COUNCIL ACTION  
CITY OF SAN DIEGO

1. CERTIFICATE NUMBER  
(FOR AUDITOR'S USE ONLY)  
2800782

TO: CITY ATTORNEY

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

3. DATE: March 20, 2008 53  
06/10

4. SUBJECT:  
First Avenue Bridge over Maple Canyon (57C-416)

5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.)  
Marnell Gibson, 533-5213, MS 908A

6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.)  
Abi Palaseyed, 533-3419, MS 908A AP

7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND				30244	9. ADDITIONAL INFORMATION / ESTIMATED COST:	
DEPT.				30244	Original Agreement:	\$ 384,952.52
ORGANIZATION				107	First Amendment:	\$ 182,059.00
OBJECT ACCOUNT	9544	9544	9544	4279	Second Amendment:	\$ 160,173.00
JOB ORDER				112289	Third Amendment:	\$ 291,730.00
C.I.P. NUMBER				52-554.0		\$ 1,018,914.52
AMOUNT	\$4,406,094 G.N.	\$698,119 G.N.	\$5,388,359 G.N.	\$291,730		

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT	<i>[Signature]</i>	4/15/08	8	DEPUTY CHIEF	<i>[Signature]</i>	5/1/08
2	EAS	<i>Alison Sheppard</i>	4-15-08	9	COO	Not required	
3	EOCP	<i>Doug M. [Signature]</i>	4/25/08	10	CITY ATTORNEY	<i>[Signature]</i>	5/20/2008
4	LIAISON OFFICE	<i>[Signature]</i>	4/29/08	11	ORIG. DEPT	<i>Paul L. Kell</i>	5/21/2008
5	CIP/PM	<i>[Signature]</i>	5/7/08		DOCKET COORD:	<i>[Signature]</i>	5/28/08
6	AUDITOR	<i>Rob Rubette</i>	5/7/08		COUNCIL PRESIDENT	<i>[Signature]</i>	
7	P&C	<i>[Signature]</i>	5/19/08		COUNCIL LIAISON	<i>[Signature]</i>	6/10/08

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

1. Authorizing the Mayor or his designee to make application and take all necessary actions to secure funding from Caltrans in the amount of \$10,492,572 of which \$5,388,359 is from the Highway Bridge Program (HBP-Seismic), and \$4,406,094 is from the Highway Bridge Program (HBP-Paint) and \$698,119 is from the Prop 1B Bond funds, Local Seismic Safety Retrofit Program (LSSRP), for the construction, construction engineering, and contingency of the Seismic Retrofit and Painting of First Avenue Bridge Over Maple Canyon, CIP 52-554.0; and
  2. Authorizing the Auditor and Comptroller to accept, appropriate and expend funds if grant funding is secured; and
- (CONTINUED)

11A. STAFF RECOMMENDATIONS: APPROVE THE RESOLUTION AND ADOPT THE ORDINANCE

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

COUNCIL DISTRICT(S): Falconer (2)

COMMUNITY AREA(S): Uptown

ENVIRONMENTAL IMPACT: The City of San Diego as Lead Agency under CEQA has reviewed and considered an MND, Project No. 100484, dated April 18, 2007, covering this activity. Adopted April 18, 2007, by Resolution No. HO-5718

HOUSING IMPACT: None with this action

OTHER ISSUES: This action is subject to Charter Section 99: 6 votes required for approval. Attachments: Location Map, E-76; Plans and Specifications, Original Agreement, First Amendment, second amendment and proposed Third Amendment

DATE REPORT ISSUED: March 20, 2008      REPORT NO.: n/a (1472)  
ATTENTION: Council President and City Council  
ORIGINATING DEPT.: Engineering and Capital Projects  
SUBJECT: First Avenue Bridge over Maple Canyon (Bridge No. 57C-416)  
COUNCIL DISTRICTS: Faulconer (2)  
STAFF CONTACT: M. Gibson (619-533-5213) / A. Palaseyed (619-533-3781)

REQUESTED ACTION:

- Authorizing the Mayor to apply for and accept grant funding of up to \$10,492,572 and appropriate the funds for the project.
- Authorizing a \$3,607,084 increase in the Fiscal Year 2008 Capital Improvements Program Budget in CIP 52-554.0
- Approving the plans and specifications for the Construction of the Seismic Retrofit and Painting of First Avenue Bridge Over Maple Canyon.
- Authorizing the execution and award of the construction contract with the lowest responsible and reliable Bidder.
- Authorizing the Mayor or his designee to execute a Third Amendment to the Agreement with T.Y. Lin International.

STAFF RECOMMENDATION:

Approve the resolutions and adopt the ordinance.

EXECUTIVE SUMMARY:

The First Avenue Bridge over Maple Canyon (Bridge No. 57C-416) was built in 1931 and is a steel truss arch bridge spanning Maple Canyon Open Space. It has been certified as a historic structure by the City of San Diego Historical Resources Board and the California Department of Parks and Recreation. The proposed project provides for the seismic retrofit, rehabilitation of the bridge deck, removal of existing lead paint, installation of historic lights, and repainting the entire bridge structure to its original color and utility relocation that conflicts with the retrofit design. When completed the project will satisfy the State of California requirements of the "no collapse" criteria during a seismic event.

The Seismic Retrofit and Painting of the First Avenue Bridge Over Maple Canyon is eligible for Federal and State grant funding through the Highway Bridge Program (HBP) and Local Seismic Safety Retrofit Program (LSSRP). This action will allow the Mayor or his designee to apply for accept, and expend Highway Bridge Program Funds of up to \$10,492,572 for the purpose of construction.

On November 17, 2003 per Resolution 298585, the City of San Diego Council authorized the Consultant Agreement with T.Y. Lin International to provide engineering services for the design of First Avenue Bridge over Maple Canyon Project.

On February 3, 2006 City Council approved Resolution #301204, the First Amendment to the Agreement, to provide additional work that was not included in the original Contract and add additional HBP funds into the project. Changes in the scope of work were due to unforeseen changes in the original seismic retrofit design strategy, additional environmental analysis and processing requirements, design of a new bridge system, and utility relocation coordination.

On July 10, 2007 City Council approved Resolution #302802, the Second Amendment to the Agreement with T.Y. Lin International which provided for additional professional services to address corroded members. Because this bridge was a steel truss bridge, in 2006 Caltrans was required to conduct a Fracture Critical Member inspection in addition to the routine biannual inspection. As a result, the City of San Diego was notified of corroded members that needed to be replaced as a part of this project. The extra work included structural design calculations, member replacement design plan layouts, and contract specifications.

EXECUTIVE SUMMARY SHEET

As part of the fracture critical member inspection in 2006, Caltrans concluded that there exists a high probability that other corroded members will be discovered during construction, since portions of the bridge were not accessible during the inspection. The Third Amendment to the contract would have T.Y. Lin provide engineering services during construction to determine whether to rehabilitate or replace any encountered corroded members. In addition, the Third Amendment will also provide professional services for coating inspection throughout the progress of the painting up to and including final acceptance to ensure that the steel members have been properly protected per the contract specifications and manufacturers technical data sheets and professional services for coordination with the State of California and on site construction services for conformance with the approved Historic Property Survey Report.

FISCAL CONSIDERATIONS:

- These actions will authorize the acceptance, appropriation and expenditure of \$10,492,572 in grant funding for construction. The local matching funds of \$570,856 are available in the project
- The acceptance of grant funding will provide the funds required for the execution of the Third Amendment to the Consultant Agreement in the amount of \$291,730.

PREVIOUS COUNCIL COMMITTEE ACTION:

- The Original Agreement was approved by Resolution #298585 on November 17, 2003
- The First Amendment to Agreement was approved by Resolution #301204 on September 03, 2006
- The Second Amendment to Agreement was approved by Resolution #302802 on July 10, 2007

EQUAL OPPORTUNITY CONTRACTING

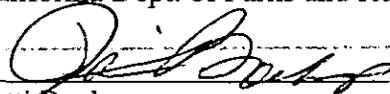
- Funding Agency – Transnet, Caltrans Highway Bridge Program and State Transportation Improvement Program  
EOC Goals for Construction Contract– Federal Highways/California Department of Transportation Race-Neutral Program applies. Project Specific Advisory Goal of 13% DBE, using Race-Neutral measures  
EOC Goals for Consultant Agreement - 5% DBE
- Subconsultant Participation to date: \$62,197.07 DBE (8.6%), \$200,979.23 OBE (27.63%)  
Subconsultant Participation for this amendment: \$0 DBE and \$132,750 OBE (45.5%)
- Other for Consultant Agreement: Workforce Report Submitted – Equal Opportunity Plan required. Staff will monitor plan and adherence to Nondiscrimination Ordinance.  
Other for Construction Contract: This contract will be advertised for bids in the San Diego Daily Transcript, Voice and Viewpoint, La Prensa, City of San Diego’s website, the E-Bid Board. In addition, once implemented, the Bidder Registration Program will notify registered participants of bid opportunities. Prior to implementation of the bidder Registration Program, the City of San Diego will notify trade associations and eligible firms via fax and/or e-mail.

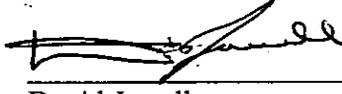
COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

- Staff presented and coordinated the project with the Uptown Community Planning Board. The Board supported and approved the project.

KEY STAKEHOLDERS:

City of San Diego, CALTRANS, TY Lin International, City of San Diego Historical Board, California Dept. of Parks and Recreation,

  
 Patti Boekamp  
 Director/Engineering & Capital Projects

  
 David Jarrell  
 Deputy Chief of Public Works

W067

000435

The City of San Diego  
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

AC 2800782  
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: \$291,730.00

Vendor: T.Y. Lin International

Purpose: Authorizing the execution of the Third Amendment to the Agreement to provide construction support for Seismic Retrofit and Painting of First Avenue Bridge over Maple Canyon. CIP 52-554.0

Date: May 8, 2008

By: *Rob Russett*

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0		30244	107	4279	525540		30300		\$291,730.00
TOTAL AMOUNT										\$291,730.00

AC-361 (REV 2-92)

FUND OVERRIDE

AC 2800782

000437

PROJECT COST ESTIMATE

PROJECT: Sesimic Retrofit & Painting of First Ave. Bridge Over Maple Canyon  
 ADVERTISING: \_\_\_\_\_  
 AWARD: \_\_\_\_\_

PREPARED BY: Louis Schaar  
 DATE: 1/8/2008  
 W.O. NO. 525540

CIP NO. OR OTHER SOURCE OF FUNDS

ACTIVITY:	Fed Fund PR 52-554.0	Fed Fund Sel 52-554.0	Fed Fund Pnt 52-554.0	State Fund	Local Fund	Subtotal	TOTAL	% OF E & Const.
<b>A. ENGINEERING</b>								
4114 - Pre. Engr. (In-House Design & Contr. Proc.)	291,327	\$0	\$0	\$0	\$562,787	\$854,114		
4116 - Const. Engr. (In House Engr. & Const. Admin.)	0	\$0	\$0	\$0	\$0	\$0		
4118 - Engr. Serv.	581,748	\$129,134	\$129,134	\$16,731	\$506,453	\$1,363,200		
Other City Dept.1	24,562	\$0	\$0	\$0	\$47,449	\$72,011		
Various Admin. 2	2,363	\$0	\$0	\$0	\$4,565	\$6,928		
<b>TOTAL ENGINEERING</b>	<b>\$900,000</b>	<b>\$129,134</b>	<b>\$129,134</b>	<b>\$16,731</b>	<b>\$1,121,254</b>	<b>\$2,296,253</b>	<b>\$2,296,253</b>	<b>17.6%</b>
<b>B. CONSTRUCTION</b>								
4220 - Prime Const. Contract	0	\$3,991,378	\$3,263,772	\$517,125	\$422,858	\$8,195,133		
4964 - E&D Field Charges	0	\$350,557	\$269,115	\$45,500	\$34,828	\$700,000		
4966 - E&D Design Services	0	\$93,965	\$72,117	\$12,088	\$9,370	\$187,540		
4221 - Mit & Monitoring	0	\$25,050	\$19,200	\$3,250	\$2,500	\$50,000		
<b>TOTAL CONSTRUCTION</b>	<b>\$0</b>	<b>\$4,460,950</b>	<b>\$3,624,204</b>	<b>\$577,963</b>	<b>\$469,556</b>	<b>\$9,132,673</b>	<b>\$9,132,673</b>	<b>69.9%</b>
<b>C. EQUIPMENT &amp; FURNISHINGS</b>								
4922-Const. Related	0	\$0	\$0	\$0	\$0	\$0		
<b>TOTAL EQUIP. &amp; FURN.</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.0%</b>
<b>D. CONTINGENCIES</b>								
4905 - Contingen.	0	\$199,569	\$163,189	\$25,856	\$21,142	\$409,756		
4905a - Contingency 3	0	\$598,706	\$489,567	\$77,569	\$63,428	\$1,229,270		
Total Contingencies	0	\$798,275	\$652,756	\$103,425	\$84,570	\$1,639,026	\$1,639,026	12.5%
<b>E. SUB-TOTAL</b>	<b>\$900,000</b>	<b>\$5,388,359</b>	<b>\$4,406,094</b>	<b>\$698,119</b>	<b>\$1,675,380</b>	<b>\$13,067,952</b>	<b>\$13,067,952</b>	<b>100.0%</b>
<b>F. EQUIPMENT &amp; FURNISHINGS</b>								
4922 - By Benefiting Dept.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>G. LAND ACQUISITION</b>								
4638 - Land Acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>H. OTHER FUNDS</b>								
4279- Other Non Pers		\$0				\$0	\$0	
4283- Other Non Pers-Unauth	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>TOTAL PROJECT COST</b>	<b>\$900,000</b>	<b>\$5,388,359</b>	<b>\$4,406,094</b>	<b>\$698,119</b>	<b>\$1,675,380</b>	<b>\$13,067,952</b>	<b>\$13,067,952</b>	

(WHEN APPLICABLE)	
SAVINGS BY USE OF CITY FORCES	
	City Forces      Contract
Labor	
Material	
Equipment	
Profit	
TOTAL	0      0

Pre-Auth.Res.	#	
Pre-Auth.Res.		
Total Previously Authorized		****

ADDITIONAL AUTH. REQUIRED

FUNDING:	30300	79512	30244	387011	30244	30244	38701	Total Req =
Prev Auth	\$1,264,381	\$411,000	\$0	\$66,882	\$0	\$0	\$833,118	
Total Need	\$1,264,381	\$411,000	\$5,388,359	\$66,882	\$4,406,094	\$698,119	\$833,118	
THIS REQUEST	\$0	\$0	\$5,388,359	\$0	\$4,406,094	\$698,119	\$0	\$10,492,572

COMMENTS:

- <sup>1</sup>Various Admin. includes 3102, 4146, 4226, 4274, 4322, 4322, 4325, 4351
- <sup>2</sup>Other City Dept. includes 4918,49266, 42267, 4946, 4948, 4962, 4963, 4964, 4971
- <sup>3</sup>Additional contingency required for supplemental construction work

\*\*\*\* SEE DETAILS IN EXECUTIVE SUMMARY PREVIOUSLY AUTHORIZED RESOLUTIONS.

CG0439

AMENDMENT/MODIFICATION SUMMARY

FEDERAL AID PROGRAM		CALIFORNIA DEPARTMENT OF TRANSPORTATION	
DLA LOCATOR	11-SD-0-SD	PROJECT LOCATION	PREV. AUTH/AGREE DATE
PREFIX	STPLZ	FIRST AVE OVER MAPLE CANYON, BR. 57C-0416	-----
PROJECT NO	5004(005)		
SEQ NO	8		PE 06/09/93
DIST-EA	11-119884L	TYPE OF WORK	R/W
AGENCY	SAN DIEGO	SEISMIC RETROFIT/REHAB	CON 04/07/08
ROUTE	11-SD-0-SD	FED. RR NOS	SPR
TIP DATA:		PUC CODE(S)	MCS
MPO/YEAR	SANDAG	EXEMPT FROM FHWA REVIEW	OTH
DATE	06/07	ENV STATUS CAT. EXCL. - FHWA DOC 04/16/APER CODES	H100 L1C0 Q100 33D0
STIP REF:		R/W STATUS	01/23/08 LINE NOS 10 30 31
21000000664		BEGIN MP	.000 IMPERV TYPE 15 14 17
URBANIZED	SAN DIEGO	END MP	.000 FUNC. SYS M
URB/RURAL	URBAN AREA	INV RTE	
BRIDGE NOS	57C0416		

PHASE	PROJECT COST	FEDERAL COST	AC COST	
PE	PREV. OBLIGATION	1,035,000.00	833,118.00	.00
	THIS REQUEST	.00	.00	.00
	SUBTOTAL	1,035,000.00	833,118.00	.00
CON	PREV. OBLIGATION	.00	.00	.00
	THIS REQUEST	6,086,478.00	5,388,359.00	.00
	SUBTOTAL	6,086,478.00	5,388,359.00	.00
TOTAL		7,121,478.00	6,221,477.00	.00

PPNO - 11-CAL44

STATE REMARKS

THIS IS A MANDATORY SEISMIC RETROFIT PROJECT 57C-416  
 06/19/00 THIS SEQUENCE ADDED TO MATCH FMIS PROJECT DETAIL INFORMATION  
 7/12/02 RZ: THIS SEQUENCE ADDS MORE PE FUNDS, \$240,000 Q10, CHANGES PREFIX TO STPLZ FOR MANDATORY SEISMIC.  
 8/08/03 RZ: THIS SEQUENCE(#5) ADDS \$210,000 FOR PE. THE REQUEST FOR ADDITIONAL PE WAS APPROVED BY DLA ON 6/12/03.  
 7/25/05 TT: THIS SEQUENCE ADDS \$285,000 FOR PE.  
 3/16/07 TT: THIS SEQUENCE (7) ADDS \$144,000 FOR PE.  
 4/5/07 - WBE- SCOPING QUESTIONS RESOLVED. POST PROGRAMMING INCREASE.  
 1/25/08 RE: THIS SEQUENCE (#8) REQUEST CON FEDERAL \$3,805,101 APP CODE L240; REQUEST CE FEDERAL \$172,959 APP CODE L240.  
 1/25/08 RE: ADDED Q100 LINE 11 \$438,530 NON-PARTICIPATING AND 33D0 LINE 11  
 01/25/08 RE: ADDED Q100 LINE 11 \$438,530 NON-PARTICIPATING AND 33D0 LINE 11 \$6,470 NON PARTICIPATING TO MATCH TOTAL PROJECT COST.  
 02/13/08- WBE- RETURNING PER D11 REQUEST. CITY TO WAIT FOR FORMAL AMENDMENT T O PASS LATER THIS MONTH.  
 03/20/08-JGA-RETRANSMITTING SEQ #8 L240 @ 88.53% CON \$4,789,653 & CE \$598,706. AMD 11 IN FSTIP 03/04/08. MATCH IS ALL LSSRP BOND (STATE).

CC0440

STATE REMARKS

RELATED FED NO. IS STPLP-5004(136) PAINTING (EA: 11956192L).  
03/28/08-JGA-RETRANSMITTING SEQ #8 CHG L240 TO L1C0.

AUTHORIZATION TO PROCEED WITH CON	PREPARED BY	JOSEPH ASUNCION	ON 03/28/08 619.220.5485
CON AND CE AUTH	REVIEWED BY	WINTON EMMETT	ON 04/07/08 916-654-6018
ELECTRONIC SIGNATURE DOCUMENT TYPE AMEND/MOD	AUTHORIZED BY	W. EMMETT	ON 04/07/08
	SIGNED BY	W. EMMETT	ON 04/07/08 FOR CALTRANS
	PROCESSED BY	J. FOGLE	ON 04/10/08 FOR FHWA
LAST FHWA ELECTRONIC SIGNATURE	EXECUTED BY	MARY CUNNINGHAM	ON 04/11/08

000441

AUTHORIZATION/AGREEMENT SUMMARY

FEDERAL AID PROGRAM  
 DLA LOCATOR 11-SD-0-SD  
 PREFIX STPLP  
 PROJECT NO 5004(136)  
 SEQ NO 1  
 DIST-EA 11-956192L  
 AGENCY SAN DIEGO  
 ROUTE 11-SD-0-SD  
 TIP DATA:  
 MPO/YEAR SANDAG  
 DATE 06/07  
 STIP REF:  
 21000000664  
 URBANIZED SAN DIEGO  
 URB/RURAL URBAN AREA  
 BRIDGE NOS 57C0416

CALIFORNIA DEPARTMENT OF TRANSPORTATION

PROJECT LOCATION FIRST AVE OVER MAPLE CANYON, BR. 57C-0416  
 TYPE OF WORK PAINTING  
 FED. RR NOS  
 PUC CODE(S)  
 EXEMPT FROM FHWA REVIEW  
 ENV STATUS CAT. EXCL. - FHWA DOC 04/16/APPR CODES L1C0  
 R/W STATUS 01/23/08  
 BEGIN MP .000  
 END MP .000  
 INV RTE  
 PREV. AUTH/AGREE DATE  
 PE 06/09/93  
 R/W  
 CON 04/07/08  
 SPR  
 MCS  
 OTH  
 LINE NOS 30 31  
 IMPRV TYPE 14 17  
 FUNC. SYS M

PHASE	PROJECT COST	FEDERAL COST	AC COST
CON	PREV. OBLIGATION .00	.00	.00
	THIS REQUEST 4,976,951.00	4,406,094.00	.00
	SUBTOTAL 4,976,951.00	4,406,094.00	.00
TOTAL	4,976,951.00	4,406,094.00	.00

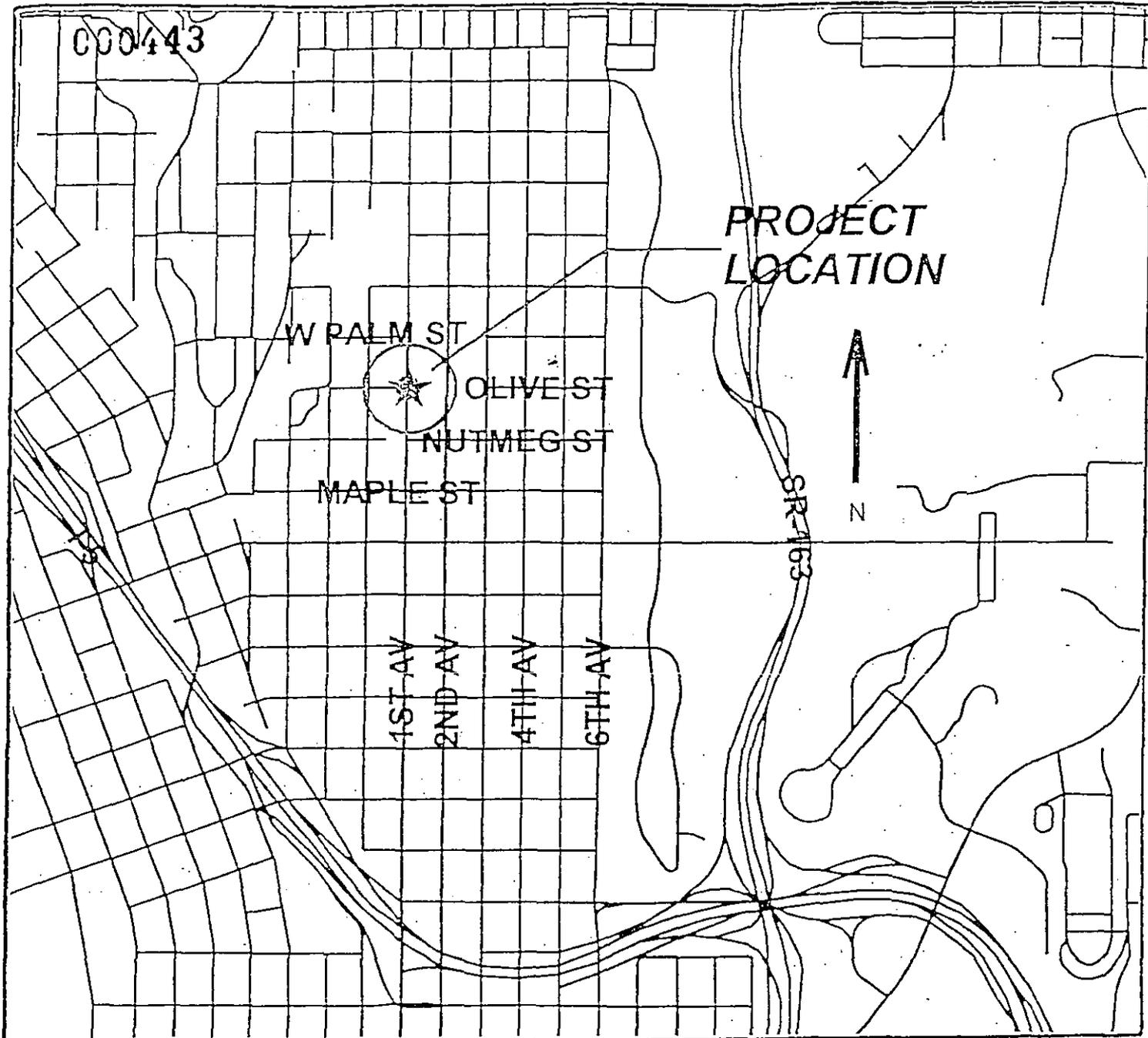
PPNO - 11-CAL44

STATE REMARKS

THIS IS A MANDATORY SEISMIC RETROFIT PROJECT - 57C-0416  
 THIS IS THE PAINTING PART OF THE PARENT PROJECT STPLZ-5004(005)  
 1/25/08 RE: THIS SEQUENCE (#1) REQUEST AUTHORIZATION CON FEDERAL \$2,823,104  
 APP CODE L240 AND CE FEDERAL \$128,322 APP CODE L240.  
 02/19/08- WBE- RETURNING PER D11 REQUEST. CITY TO WAIT FOR FORMAL AMENDMENT T  
 O PASS, LATER THIS MONTH.  
 03/20/08-JGA-RETRANSMITTING SEQ#1 L240 @ 88.53% CON \$3,916,528 & CE \$489,566.  
 AND 11 IN FSTIP 03/04/08. MATCH IS ALL LOCAL.  
 RELATED FED# IS STPLZ-5004(005) SEISMIC RETROFIT (EA 11119884L).  
 03/28/08-JGA-RETRANSMITTING SEQ#1 VERIFIED L240 AND FUNCTIONAL CLASSIFICATION.  
 4/7/08-WBE- HBP FUNDS CAN NOW BE USED FOR PAINTING. THEREFORE, USING L1C0 FOR  
 THIS PROJECT.

AUTHORIZATION TO PROCEED WITH CON	PREPARED BY JOSEPH ASUNCION	ON 03/20/08 619.220.5485
CON AUTHORIZATION	REVIEWED BY WINTON EMMETT	ON 04/07/08 916-654-6018
ELECTRONIC SIGNATURE	AUTHORIZED BY W. EMMETT	ON 04/07/08
DOCUMENT TYPE AUTH/AGREE	SIGNED BY W. EMMETT	ON 04/07/08 FOR CALTRANS
LAST FHWA ELECTRONIC SIGNATURE	PROCESSED BY J. FOGLE	ON 04/10/08 FOR FHWA
	EXECUTED BY MARY CUNNINGHAM	ON 04/11/08

000443



# LOCATION MAP

First Avenue Bridge Over Maple Canyon

(CIP #52-554.0)

THE CITY OF  
SAN DIEGO

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

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

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN  
DIEGO AUTHORIZING GRANT APPLICATION TO  
CALTRANS FOR THE FIRST AVENUE BRIDGE OVER  
MAPLE CANYON PROJECT.

WHEREAS, 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-298585, to provide professional engineering services to retrofit and paint the 1<sup>st</sup> Avenue Bridge over Maple Canyon; and

WHEREAS, the Parties entered into a First Amendment to the Agreement, which is on file in the Office of the City Clerk as Document No. RR-301204, for additional work that was not included in the Original Agreement due to an expanded scope of services; and

WHEREAS, the Parties entered into a Second Amendment to the Agreement, which is on file in the Office of the City Clerk as Document No. RR-302802, for additional design services and detailing rehabilitation countermeasures that are outside the scope of the Contract and First Amendment; and

WHEREAS, the City desires to execute a Third Amendment to the Agreement with the Consultant to provide bid and construction support services which are outside the current scope, in an amount not to exceed \$291,730.00; and

WHEREAS, Consultant desires to provide the services required under this Third Amendment; NOW, THEREFORE,

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

Section 1. That the Mayor, or designee, is authorized and empowered for and on behalf of the City to make an application to CALTRANS to secure funding in the amount of \$10,492,572.00 of which \$5,388,359.00 is from the Highway Bridge Program (HBP-Seismic) and \$4,406,094.00 is from the Highway Bridge Program (HBP-Paint), and \$698,119.00 is from Prop 1B Bond funds, Local Seismic Safety Retrofit Program (LSSR), for the construction, construction engineering, and contingency of the Seismic Retrofit and Painting of First Avenue Bridge Over Maple Canyon , CIP 52-554.0 [Project].

Section 2. That the Mayor, or designee, is authorized and empowered to take all necessary actions to secure funds from CALTRANS for the Project.

Section 3. That the Mayor, or designee, is authorized to accept grant funds, in the amount of \$10,492,572.00 for the Project.

Section 4. That the City Auditor and Comptroller is authorized to accept, appropriate and expend funds if the grant funding is secured.

Section 5. That the City Auditor and Comptroller is authorized to establish three special interest-bearing funds for the HBP-Seismic, HBP-Paint, and LSSRP funds, contingent upon receipt of fully executed grant agreements.

Section 6. That Fiscal Year 2008 Capital Improvements Program Budget is amended by increasing CIP 52-554.0 by \$10,492,572.00, contingent upon receipt of a fully executed grant agreement.

Section 7. That the expenditure of an amount not to exceed \$10,492,572.00 from CIP 52-554.0, Seismic Retrofit and Painting of First Avenue Bridge Over Maple Canyon, of which \$5,388,359.00 is from the Highway Bridge Program (HBP-Seismic) and \$4,406,094.00 is from the Highway Bridge Program (HBP-Paint), and \$698,119.00 is from Prop 1B Bond funds, Local

Seismic Safety Retrofit Program (LSSR) is hereby authorized for the purpose of providing funds for the Project, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

Section 8. That the plans and specifications for the construction of Seismic Retrofit and Painting of First Avenue Bridge Over Maple Canyon [Project], filed in the office of the City Clerk as Document No. \_\_\_\_\_, are approved.

Section 9. That, after advertising for bids in accordance with law, the Mayor is authorized to award the Project contract to the lowest responsible and reliable bidder in an amount not to exceed \$13,067,952.00, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

Section 10. That the Mayor be and he is hereby authorized and empowered to execute, for and on behalf of said City, a Third Amendment to the Agreement with T.Y. Lin International, for construction support in CIP 52-554.00, Seismic Retrofit and Painting of First Avenue Bridge Over Maple Canyon under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. \_\_\_\_\_.

Section 11. That the expenditure of an amount not to exceed \$291,730.00 from CIP 52-554.0, Seismic Retrofit and Painting of First Avenue Bridge Over Maple Canyon, is authorized contingent upon the Auditor and Comptroller first certifying that funds are available, for the purpose of executing the Third Amendment to the Agreement for the above referenced Project.

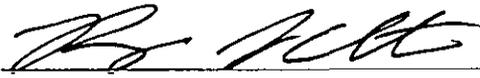
Section 12. That the City Auditor and Comptroller is authorized, upon advice from the administering department, to return excess budgeted funds, if any, to the appropriate reserves.

Section 13. That the City of San Diego as Lead Agency under CEQA has reviewed and considered the final MND No. 100484, dated April 18, 2007, prior to approving the project.

Section 14. 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 15. 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  
05/12/08  
Or.Dept:E&CP  
AC#:2800782  
O-2008-156

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

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement for Consulting Services for 1<sup>st</sup> Avenue Bridge over Maple Canyon [Agreement] is by and between the City of San Diego, a municipal corporation, and T.Y. Lin International [Consultant].

RECITALS

A. The City and Consultant [collectively referenced herein as "the Parties"] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. RR-298585, to provide professional engineering services to retrofit and paint the 1<sup>st</sup> Avenue Bridge over Maple Canyon.

B. The Parties entered into a First Amendment to the Agreement, which is on file in the Office of the City Clerk as Document No. RR-301204, for additional work that was not included in the Original Agreement due to an expanded scope of services.

C. The Parties entered into a Second Amendment to the Agreement, which is on file in the Office of the City Clerk as Document No. RR-302802, for additional design services and detailing rehabilitation countermeasures that are outside the scope.

D. The City desires to execute a Third Amendment to the Agreement with the Consultant to provide bid and construction support services which are outside the current scope, in an amount not to exceed \$291,730.00.

E. Consultant desires to provide the services required under this Third Amendment.

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

1. Section 1.1 is amended to read as follows:

ADD "The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibit A-3] at the direction of the City for a fixed fee specifically enumerated in the Compensation Schedule [Exhibit B-3] and Fee Schedule [Exhibit C-3], for an additional amount not to exceed TWO HUNDRED NINETY ONE THOUSAND SEVEN HUNDRED THIRTY DOLLARS (\$291,730.00) for a Total Compensation not to exceed ONE MILLION EIGHTEEN THOUSAND NINE HUNDRED FOURTEEN DOLLARS and FIFTY TWO CENTS (\$1,018,914.52)."

2. Section 2.1 is amended to read as follows:

DELETE first paragraph in its entirety and INSERT: "This Agreement shall be effective on the date it is executed by the last party to sign the Agreement, and it shall be effective until completion of the Scope of Services or on December 31, 2013, whichever is earlier."

3. Section 3.1 is amended to read as follows:

ADD: "The City shall pay the Consultant for all Professional Services and all expenses related to performance under this Second Amendment to the Agreement, in a fixed fee amount not to exceed TWO HUNDRED NINETY ONE THOUSAND SEVEN HUNDRED THIRTY DOLLARS (\$291,730.00), as set forth in the Compensation Schedule [Exhibit B-3]. The Consultant shall be entitled to compensation for Professional Services under this Third Amendment to the Agreement, whether within the Scope of Services or as Additional Services, based on the Fee Schedule [Exhibit C-3]. For the duration of this Third Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Fee Schedule."

4. Section 4.3 is amended as follows:

DELETE sections 4.3 through 4.3.4.5 in their entirety and INSERT:

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

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

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

**4.3.1.1 Commercial General Liability.** Commercial General Liability (CGL)

Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing  
H:\1st Ave. Seismic Retrofit\Amendment 3\H041934 - With PC Revisions - 05-14-08.doc

000452

coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 (one) million per occurrence and subject to an annual aggregate of \$2 (two) million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

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

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

**4.3.1.4 Architects & Engineers Professional Liability.** For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 (one) million per claim and \$2 (two) million annual aggregate. The Design Professional shall

ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss. All defense costs shall be outside the limits of the policy.

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

**4.3.3 Acceptability of Insurers.**

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

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

**4.3.4 Required Endorsements.**

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

**4.3.4.1 Commercial General Liability Insurance Endorsements.**

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

**PRIMARY AND NON-CONTRIBUTORY COVERAGE.** The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Design Professional's insurance and shall not contribute to it.

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

#### 4.3.4.2 Automobile Liability Insurance Endorsements

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

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

#### 4.3.4.3 Worker's Compensation and Employer's Liability Insurance

##### Endorsements.

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

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

cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

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

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

5. Section 4.4 is amended as follows:

ADD the following section:

**4.4.1.2.1** No retainage (i.e. withheld funds) will be held by the City from progress payments due to the Consultant except as allowed by law. Any retainage held by Consultant from progress payments due the Subconsultant shall be promptly paid in full within thirty days after the Subconsultant's work is satisfactorily completed. Consistent with 49 CFR § 26.29, any delay or postponement of payment over 30 days may occur only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating Consultant to all applicable penalties, sanctions, and remedies, including without limitation those provided in Cal. Bus. & Prof. Code §7108.5.

6. Section 4.6 is amended as follows:

ADD the following section:

**4.6.4 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."

7. Section 7.1 is amended to read as follows:

DELETE the first sentence and INSERT: "This Project is funded by Federal Highway Bridge Program Funds [HBP]"

8. Article IX is amended to read as follows:

ADD the following sections:

**9.19 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 became 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.

**9.20 Exhibits Incorporated.** All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

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

Exhibits A-3 - Scope of Services, B-3 - Compensation Schedule, C-3 - Fee Schedule, and D-3 - Time Schedule.

10. The Parties agree that this Third Amendment to the Agreement represents the entire understanding of the Parties 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 Third Amendment to the Agreement is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to Ordinance No.

OO- \_\_\_\_\_, authorizing such execution, and by the Consultant.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

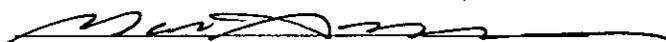
THE CITY OF SAN DIEGO

By: \_\_\_\_\_  
Mayor's Representative

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

I HEREBY CERTIFY that I can legally bind T.Y. Lin International and that I have read all of this Amendment this 21<sup>st</sup> day of May, 2008.

T.Y. Lin International

By:   
Authorized Representative  
Print Name: Mark Ashley  
Title: Senior Vice President

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

Michael J. Aguirre, City Attorney  
By: \_\_\_\_\_  
Deputy City Attorney

## SCOPE OF WORK (AMENDMENT 3)

### FIRST AVENUE BRIDGE RETROFIT AND PAINTING OVER MAPLE CANYON CITY OF SAN DIEGO

T.Y. LIN INTERNATIONAL

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### BASIC SERVICES

Project development services will be segregated into three phases consisting of the following:

- Phase 1 – Retrofit Strategy Validation & Environmental Studies
- Phase 2 – Final Design and Plans, Specifications, and Estimates (PS&E)
- Phase 3 – Bidding and Construction Support

### Phase 3 – Bidding and Construction Support

#### **Task 3.2 Construction Support Services**

3.2.7 (New Task) Paint Inspection – The paint inspector will participate in project start up meetings, weekly job meetings, and any special interest meetings to discuss procedures, progress, problems, or outstanding issues. The inspector will complete notes and minutes for all meetings and distributed accordingly.

The paint inspector will maintain orderly files for all correspondence, reports, job conferences, drawings, submissions, reproductions, and original contract documents including all addenda, change orders, supplemental drawings, records of materials and equipment deliveries and use, manpower, and all other project-related documents. The files will be maintained and turned over to the City in a summary report.

The paint inspector will utilize a project specific daily inspection. The daily report will include work in progress, areas accepted and items requiring repair/rework. The paint inspector will assist in the determination of the quantities and/or percent of work completed for each item for contractor progress payments. The paint

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inspector will provide support to assure that all technical issues and concerns are properly corrected and/or addressed.

The paint inspector will ensure that the requirements of the Contract Specifications and manufacturer's technical data sheets for the various materials are strictly enforced. ASTM D3276 will be used as a guideline for proper procedures. The paint inspector will not provide safety inspection for this project. However, the paint inspector will report any identified unsafe conditions or observed discrepancies between the Contractor's worker protection program and their field activities. The paint inspector is not responsible for the safety of this project.

Verifications of the contractor's compliance with the specifications will be accomplished by performing the following tasks as necessary, with the appropriate calibrated instruments for each:

- a. Condition of Surfaces Prior to Preparation – The paint inspector will inspect the surfaces to be prepared to assure that grease and oil have been removed, and sharp edges are removed as specified. NACE Standard RP0178 will be used as acceptance criteria where areas are of concern.
- b. Compressed Air Cleanliness – The paint inspector will check the air quality when production includes abrasive blast cleaning or substrate blow-down procedures. This will be accomplished in accordance with ASTM D4285.
- c. Ambient Conditions – The paint inspector will monitor ambient conditions in accordance with ASTM E337 to assure that final blast cleaning and coating application operations are not completed outside the specified requirements.
- d. Surface Preparation – The paint inspector will examine the abrasive and equipment used for surface preparation for adequacy to do the work, as specified. Equipment pressures will be monitored. The paint inspector will verify proper storage and size of abrasives, and that the proper degree of cleaning and surface profile scarification is achieved.
- e. Coating Preparation and Mixing – The paint inspector will observe the mixing of coatings to assure that all components are added and proportioned correctly and that any induction times are maintained. The inspector will verify that any materials used are approved and that they are not used when the pot or shelf lives have been exceeded.
- f. Coating Application – The paint inspector will examine the application equipment for cleanliness and adequacy to do the work. The inspector will observe application techniques to assure proper coverage without detrimental runs, pinholes, or other visually evident deficiencies. The inspector will make spot checks of the wet film thickness in accordance with ASTM D4414 so that adjustments to the amount of material being applied can be made at the time of application to minimize the amount of rework after the coating has dried.

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- g. Dry Film Thickness – The paint inspector will measure the dry film thickness of each coat to assure that it complies with the specification requirements and manufacturers' instructions. Film thickness will be monitored using a Type II film gage in accordance with ASTM D1186, SSPC-PA2, or as required (i.e. every 100 SqFt).
- h. Holiday Detection – Where applicable, the paint inspector will provide holiday detection equipment and perform 100 percent holiday detection in accordance with NACE International's "Recommended Practice for Discontinuity (Holiday) Testing of Protective Coatings," (RP 0188-99), AWWA D102, and the specified requirements.
- i. Cure Evaluation – The paint inspector will evaluate the final cure of the applied lining in accordance with the manufacturer's recommended procedures, and or ASTM D5402, as required.
- j. Final Inspection – The paint inspector will perform a final inspection to evaluate the Contractor's final product. This will verify that the final visual appearance (SSPC PA1), dry film thickness readings, holiday detection, cure testing, and so forth meet the project requirements.

The paint inspector will use a daily journal, daily reports, and in-process punch list to clearly document and flow-chart the coating operations and occurrences to verify compliance with Contract documents. At a minimum, the verifications noted above will be recorded. At the conclusion of the project a bound written summary report of all the verifications will be prepared. The summary report will be supported by the project's attached daily inspection reports and any applicable project correspondence, including photographs.

The paint inspection scope of work is based on the assumption the painting work will be scheduled for 40 (forty) hours per week with a total duration of 150 (one hundred fifty) days.

**Deliverables:**

- Meeting notes
- Summary report of construction documents and daily inspection reports

3.2.8 (New Task) Verification of Conformance with Historic Requirements and Construction Observation – The following task will be completed prior to construction. The specifications and plans will be reviewed to verify they conform to the project Historic Property Survey Report (HPSR). Written comments will be provided if the specifications or plans require revision. Conformance of these documents will be discussed with the Caltrans liaison that is providing environmental oversight for this project. It has been assumed that 16 (sixteen) hours will be needed to complete the document review and discuss the project with Caltrans.

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Construction observation of the project's historic features will be provided to ensure conformance with the HPSR. This will include attending regular meetings at the project site, walking the site with the contractor to review work in the field, and provide a written field report for each site visit.

The construction observation scope of work has been estimated assuming that 5 (five) hours per week will be needed over an assumed 52 (fifty two) week construction schedule for a total of 260 (two hundred sixty) hours.

**Deliverables:**

- Comments on specifications and plans (if needed)
- Written field report for each site visit

3.2.9 (New Task) Bridge Engineering Services - During the construction of the project it is anticipated that severely corroded bridge members will be discovered during construction. Bridge engineering services will be provided to find a solution to either rehabilitate or replace the corroded members, consult with RE, and manage subconsultants' work.

- a. Confer with Resident Engineer and Contractor – The discovery of corroded members will be discussed with the resident engineer and the contractor to find a solution that conforms to the historic requirements, will be constructible, and is satisfactory to the City.
- b. Determine Method of Repair or Replacement – Corroded members will be investigated to determine the methodology of rehabilitating or replacing the member.
- c. Bridge Structural Analysis – The bridge be analyzed to ensure integrity of the structure is maintained if a member needs to be replaced. This may include providing loads to the contractor for the design of temporary bracing. The design of temporary bracing is to be done by the contractor. The contractor may also request a configuration of construction loading that is different than the loading diagram on the project plans. This will require analysis to verify the bridge will not be overloaded during construction.
- d. Detail of Member Repair or Replacement – After the solution for fixing the corroded member has been determined, additional plan sheets will be provided showing the details of construction.
- e. Addendums and RFI's – The discovery of corroded members will require the preparation of contract addendums to address the change in the contractor's scope of work. TYLI will prepare the necessary documents to process addendums. The contractor will also have additional requests for information (RFI) due to the discovery of corroded members, answers for these requests will be provided.

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- f. Site Visits – Visits to the project site will be needed to determine if there will be any constraints with the proposed repair or replacement of a member. Site visits may also be requested by the RE or contractor for other project related issues.
- g. Meetings – Meetings with the City, Caltrans, resident engineer, and contractor will be needed during the duration of construction.
- h. Project Management – Coordination with the painting inspector and architectural consultant will be provided, subconsultant invoices will be monitored and processed, and monthly progress reports will be provided.

**Deliverables:**

- Structural calculations of repaired or replaced corroded members, loading for temporary, and/or contractor requested construction loading
- Details for member replacement (Total 10 details assumed)
- Contract addenda and responses to RFI's
- Site visits (Total 20 site visits assumed)
- Meetings (Total 20 meetings assumed)
- Progress reports with monthly invoices

# Exhibit B-3: Compensation Schedule

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TASKS

LUMP SUM  
COMPENSATION

PHASE 1		Retrofit Strategy Validation & Environmental Studies	
Task 1.1	Retrofit Strategy Validation		
Task 1.2	Environmental Studies		
PHASE 2		Final Retrofit Design & PS&E	
Task 2.1	90% PS&E		
Task 2.2	100% PS&E		
PHASE 3		Bidding & Construction Support Services	
Task 3.1	Bidding Support Services		
Task 3.2	Construction Support Services	\$	291,730.00
		<b>LUMP SUM TOTAL:</b>	<b>\$ 291,730.00</b>

### Exhibit C-3: Fee Schedule

<b>T.Y. Lin International</b>	
<b>FUNCTION</b>	<b>RATE</b>
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

<b>Coating Specialists &amp; Inspection</b>	
<b>FUNCTION</b>	<b>RATE</b>
Principal Consultant	200.00
Coating Technician	95.00
Coating Inspector	75.00

<b>Heritage Architecture</b>	
<b>FUNCTION</b>	<b>RATE</b>
Senior Principal	200.00
Principal	165.00
Project Manager	130.00
Project Architect	130.00
Project Historian	120.00
Specification Writer	95.00
Senior Designer	95.00
Senior Draftsperson	95.00
Graphic Artist	95.00
Intermediate Designer	85.00
Intermediate Draftsperson	85.00

Note: The rates shown are for 2007 only. Rates for years beyond 2007 are subject to change.

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## Exhibit D-3: Time Schedule

(Estimated duration of additional tasks)

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Task  
Duration  
(months)

<b>PHASE 1: Retrofit Strategy Validation &amp; Environmental Studies</b>	
Task 1.1	Retrofit Strategy Validation
Task 1.2	Environmental Studies
<b>PHASE 2: Final Retrofit Design &amp; PS&amp;E</b>	
Task 2.1	90% PS&E
Task 2.2	100% PS&E
<b>PHASE 3: Bidding &amp; Construction Support Services</b>	
Task 3.1	Bidding Support Services
Task 3.2	Construction Support Services
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\* This is the estimated duration of the construction operations.