

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE REDEVELOPMENT AGENCY OF
THE CITY OF SAN DIEGO AND THE CITY OF SAN DIEGO
(BETA STREET GREEN ALLEY PROJECT)**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on this _____ day of _____, 2011, by and between THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, a public body, corporate and politic (“Agency”), and THE CITY OF SAN DIEGO, a municipal corporation (“City”).

RECITALS

WHEREAS, the Agency is engaged in activities necessary to carry out and implement certain redevelopment activities in various redevelopment project areas, including the Southcrest Redevelopment Project Area (“Project Area”), which is administered by Southeastern Economic Development Corporation (“SEDC”); and

WHEREAS, the Agency is a party to that certain Owner Participation Agreement dated June 4, 1987, as amended by that certain First Implementation Agreement dated March 1, 1994, and that certain Second Implementation Agreement dated August 17, 2007, (collectively, “OPA”) with San Diego Gas & Electric Company (SDG&E); and

WHEREAS, pursuant to the OPA, SDG&E has provided a \$162,000 contribution to the Agency for improvements in certain portions of the Las Chollas Creek located within the SEDC area of influence; and

WHEREAS, the Agency intends to use these funds for design and construction of the Beta Street Green Alley Project (Project), consisting of the improvement of the existing unpaved alley north of Beta Street, between 36th Street and 38th Street in San Diego, California, as shown in Exhibit A attached hereto, by installing a concrete surface utilizing porous pavement sections to filter and treat storm water runoff; and

WHEREAS, the Agency has determined that it is necessary and appropriate for the Agency to obtain the benefit of the services and expertise of the City’s Engineering and Capital Projects Department to carry out the Project; and

WHEREAS, the City’s Engineering and Capital Projects Department has solicited proposals from qualified consultants to prepare construction documents and provide related design services for the Project (“Design Services”), more particularly described in the Scope of Services attached hereto as Exhibit B; and

WHEREAS, the City has selected Atkins (formerly, PBS&J Corporation) (“Consultant”) to provide the Design Services; and

WHEREAS, the Parties desire to enter into this MOU for the Agency to provide funds toward the costs of the Design Services and for the City to contract with the Consultant and oversee the Consultant’s completion of the Design Services.

NOW, THEREFORE, the Parties agree as follows:

1. City Oversight of Project Design. The City, through its Engineering and Capital Projects Department, shall be solely responsible for managing and overseeing Consultant's provision of the Design Services and enforcing the provisions of the Design Services contract. The City shall allow the Agency to participate in an advisory capacity and to provide guidance regarding the design of the Project.
2. Completion of Project Design. The City agrees that design of the Project shall be completed no later than 9 months after the date of receipt of Agency funding for the Design Services, and that it shall provide copies of the construction documents and all other deliverables produced by Consultant as part of the Design Services to the Agency by that date.
3. Funding Commitment. The Agency agrees to transfer funds in an amount not to exceed \$98,174.00 to the City to cover the costs of the Design Services, subject to approval by the Agency's Board of Directors.
4. Limitations. The City shall not permit a change to the Scope of Work for the Design Services shown in Exhibit B attached hereto, or an increase in the maximum compensation owed to the Consultant, without the prior written consent of the Agency.
5. Identity of Consultant. The Parties acknowledge that Atkins has been selected as the Consultant to complete the Design Services. If the City at any time chooses to retain a different consultant for the Design Services, the City must confer with SEDC's representative for the Project Area during the course of the consultant selection process.
6. Status Reports. Upon the Agency's request from time to time, the City shall provide the Agency with a status report concerning the progress of the Design Services. In addition, the City shall deliver to the Agency a copy of any reports and other data submitted by the Consultant to the City as part of the Design Services.

IN WITNESS WHEREOF, the Agency and the City have signed this MOU as of the dates set forth below their signatures.

REDEVELOPMENT AGENCY OF
THE CITY OF SAN DIEGO

CITY OF SAN DIEGO

By: _____
Jerry Sanders
Executive Director

By: _____
Hildred Pepper
Director, Purchasing and Contracting

Date: _____

Date: _____

APPROVED:

JAN I. GOLDSMITH,
AGENCY GENERAL COUNSEL

JAN I. GOLDSMITH,
CITY ATTORNEY

By: _____
Nathan Slegers
Deputy General Counsel
Redevelopment Agency of the
City of San Diego

By: _____
Jeremy Jung
Deputy City Attorney
City of San Diego

Exhibit A

[Map or Diagram]

Exhibit B

[Scope of Work]

Exhibit A




Beta Street Green Alley Project 
Southcrest Trails Park 

Exhibit B
[Scope of Work]



an Atkins company

January 11, 2011

Clark Ritter, Park Designer
Architectural Engineering & Parks Division
City of San Diego
Engineering and Capital Projects Department
600 B Street, Suite 800
San Diego, CA 92101

**SUBJECT: Proposal for Design Engineering Services for the Beta Street Green Alley Project
Contract No. H104862; Task No. 10CP11**

Dear Mr. Ritter:

The City of San Diego Storm Water Department has requested a proposal for preparation of construction documents required to construct a green alley which pilot tests the use of porous concrete in a typical low-use street setting. Based on our discussions with you and the documents provided by the City, we submit the following proposal and fee estimate for your consideration.

I. BACKGROUND INFORMATION

The existing unpaved alley north of Beta Street from 36th Street to 38th Street was designated for improvements in the City's *Fiscal Year 2010 Conceptual Designs for Watershed Capital Projects*. Data collection, site survey, flood routing calculations, and a preliminary geotechnical evaluation were conducted and a comprehensive design was submitted to the City by Weston Solutions. Comments were subsequently provided by the City's Park and Recreation Department regarding the City's plans for a park between the alley and Chollas Creek and the need to revise the alley plans to accommodate the proposed park. Additionally, the Storm Water Department also had some comments on the proposed design. These comments will be used as a basis for designing the alley improvements.

II. PROJECT UNDERSTANDING AND APPROACH

This project will improve the existing unpaved alley north of Beta Street, between 36th Street and 38th Street by installing a concrete surface utilizing porous pavement sections to filter and treat storm water runoff. Alley improvements shall be designed to accommodate the existing right-of-way limits to the extent practical for a working design. The use of porous pavement is desirable as a pilot project to test the durability and functional capabilities for treating storm water runoff in a vehicular travelled setting; however, due to the anticipated maintenance of porous concrete, the City prefers to use the porous concrete in select areas rather than pave the entire alley. Storm water runoff will be directed to the porous pavement areas by

gravitational means and the filtered water will be conveyed to the existing storm drain system and ultimately discharged to Chollas Creek. The water discharged to Chollas Creek must be able to meet the discharge requirements for storm water based on the requirements of the City's SUSMP and additional criteria determined by the Storm Water Department.

III. SCOPE OF WORK

To provide the required design services to the City of San Diego, we propose the following scope of work:

A. Data Collection and Meetings

1. Attend a kick-off meeting to meet with City representatives and stakeholders to review the project, in detail, and determine design requirements and procedures including the schedule for additional meetings.
2. Obtain and review existing as-built improvement plans, aerial maps, topographic surveys, and other available information within the project limits.
3. Prepare a preliminary design report to provide design alternatives that address the revised project constraints.
4. Attend 3 additional meetings with City staff including, but not limited to, the following:
 - After preparation of the preliminary design report
 - After completion of 60% plans and contract documents
 - After City review of final plans and contract documents

B. Base Maps and Field Review

1. Prepare base maps at a scale of 1 inch = 20 feet, using existing survey data provided by the City.
2. Plot existing wet utilities based on City provided as-built improvement drawings. Identify facilities to be adjusted to grade, relocated, or protected in-place.
3. Perform one (1) field review to check accuracy and completeness of existing condition base maps and verify impacted facilities.
4. Request existing utility maps from SDG&E, ATT, and local cable television provider for the area. Plot existing dry utilities and identify any facilities that may conflict with the proposed improvements.

C. Geotechnical Investigation

A geotechnical investigation dated May 19, 2010 was performed by Ninyo & Moore for this project. We will utilize the information contained in the report and the recommendations provided to aid in our design. The referenced study should be adequate to complete the design, and no other geotechnical services are anticipated for this project.

D. Irrigation and Landscaping

It is our understanding that no landscaping or irrigation is included in this project.

E. Storm Water Pollution Prevention Plan:

PBS&J will prepare a Storm Water Pollution Prevention Plan (SWPPP) for construction activities based on the CASQA SWPPP template.

1. Prepare Permit Registration Documents (PRDs) for submittal by the Legally Responsible Person (LRP). The project PRDs will include the development of a Construction SWPPP, Notice of Intent (NOI), Risk Assessment and Vicinity Map, and a Signed Certification Statement.
2. Upon submittal of PRDs through the Storm water Multi-Application and Report Tracking System (SMARTS) database and Signed Certification Statement with the appropriate permit fee, the State Water Resources Control Board (SWRCB) will assign the project a WDID number.
3. Prepare one Storm Water Pollution Prevention Program (SWPPP). The SWPPP report will consist of a site description, erosion and sediment control measures, construction site monitoring program, maintenance and inspection. The SWPPP will be scanned in PDF format and ready for submittal as to the SMARTs database. The SWPPP will need to be kept valid throughout the construction period and the SWPPP must be kept at the job site. Training construction personnel and monitoring of the erosion and sediment control devices will be the Client's superintendent's responsibility.
4. The City/LRP shall complete the certification process through SMARTs Database maintained by the SWRCB.

F. 30% Preliminary Design

PBS&J will prepare a 30% preliminary design report (PDR) to provide alternatives based on the City's revised criteria to:

- Construct all improvements within the existing right-of-way
- Eliminate the drainage swale and storm drain on the western end of the project (not that storm drain may remain in the right-of-way)
- Explore the option of limiting traffic to one way in the alley
- Provide alternative porous concrete configurations
- Explore additional Low Impact Design and traffic calming alternatives

Recommendations will be made in the 30% PDR for the City's review and consideration. Upon completion of the City's review, PBS&J will schedule a progress meeting to discuss the best design alternative to be incorporated for the project. This meeting is one of the anticipated meetings included in Task A.

Deliverables:

Five (5) copies of the 30% preliminary design documents with conceptual drawings and cross sections, and electronic (PDF) files

G. Prepare 60% Design Submittal

Based on the City's direction after the PDR review meeting, PBS&J will prepare the project plans using MicroStation CAD software. The 60% submittal will show plan and profile of the alley centerline, typical sections, detailed sections of the porous concrete, and drainage details. We will also prepare the contract documents and estimate of construction costs. Construction specifications will follow the Greenbook format.

Upon completion of the City's 60% plan review, PBS&J will schedule a progress meeting to discuss the review comments in detail with City staff and ensure that all comments are addressed in a timely manner and incorporated into the 100% design. This meeting is one of the anticipated meetings included in Task A.

Deliverables:

Two (2) full size (24"x36") sets of plans

One (1) CD with PDFs with plans printable at either half size (11"x17") or full size (24"x36")

Two (2) sets of contract documents

One (1) Engineer's Opinion of Probable Cost

H. Prepare 100% Design Submittal

PBS&J will finalize the 100% plans and contract documents based on comments received on the 60% submittal.

Upon completion of the City's 100% plan review, PBS&J will schedule a progress meeting to discuss any final review comments in detail with City staff to ensure that all comments are addressed and incorporated into the final submittal. This meeting is one of the anticipated meetings included in Task A.

Deliverables:

Two (2) full size (24"x36") sets of plans

One (1) CD with PDFs with plans printable at either half size (11"x17") or full size (24"x36")

Two (2) sets of contract documents

One (1) Engineer's Opinion of Probable Cost (based on 100% plans)

Two (2) copies of the SWPPP

I. Prepare Final Submittal

The final submittal will be prepared when the City's comments from the 100% design submittal are addressed. Mylars, final specifications, with complete bid schedule, and opinion of probable cost will be submitted. Along with the hard copies, design plans will be supplied in Microstation. Final specifications, bid schedule and opinion of probable cost will also be submitted electronically. Technical specifications will be in Greenbook format with City of San Diego Supplements.

Deliverables:

One (1) CD of final plans (Microstation format), specifications (Word format), and Engineer's Opinion of Probable Cost

One (1) full size (24" x 36") set of final mylars

One (1) full size (24" x 36") set of plans

One (1) copy of the technical specifications

One (1) Engineer's Opinion of Probable Cost (based on final plans)

One (1) copy of the SWPPP

J. Bid Phase Support

1. PBS&J will support the City through the advertising phase of the Project, including responding to up to five (5) questions by contractors and preparation of one (1) addendum.
2. Conform plans to incorporate modifications made to the plans and technical specifications by addendum during the Bidding Phase resulting in an "official" set of Conformed Documents to be used for Construction. PBS&J will compile the Conformed Drawings and provide specifications to the City for city to incorporate into the construction documents. PBS&J will provide 6 hard copies and one electronic (PDF).

K. Construction Phase Support

Construction phase services include such services as shop drawing review, office and field engineering support, field observation, construction contract administration, change order review and processing, preparation of record drawings, etc. For this proposal it is assumed that PBS&J will perform no construction management, administration or field observation. We will assist with construction engineering support, including review of up to four (4) submittals, review of up to three (3) RFIs, review of up to one (1) change order, attendance at the pre-construction meeting and up to three (3) progress meetings.

PBS&J will also complete record drawings on the mylars and in the Microstation files when construction is completed. Record drawings will be based on changes to the drawings from the contractor's furnished record of construction changes.

IV. DATA AND SERVICES TO BE FURNISHED BY THE CITY

1. Copies of available improvement plans, construction drawings and specifications, storm drain plans, survey maps, bench marks, all available project related electronic files, etc.
2. Survey data and files (Microstation format) sufficient for design. (Provided)
3. Copies of available geotechnical reports, if any. (Provided)
4. Electronic files for typical title sheets, general notes, and plan sheet title blocks. (Provided)
5. "Boilerplate General Provisions" in electronic format.
6. Reproduction of plans and specifications for bidding.
7. Advertising for bidding purposes.

V. FEE

As requested, our labor estimate for each task described in our Scope of Services is shown on the enclosed man-hour/cost summary sheet and geotechnical work (Attachment A). Attachment B lists the proposal clarifications (including fee clarifications).

We appreciate this opportunity to provide the proposed services for this project. If you have any questions or require additional information, please contact me at 858.514.1021 or by cell phone at 858.761.1073.

Respectfully submitted,
PBS&J



Dean Gipson, PE, Esq.
Project Manager

DG:RSJ:

Attachment A: Manhour/Cost Summary Sheet and Geotechnical Proposal
Attachment B: Basic Assumptions/Clarifications

ATTACHMENT A
LUMP SUM FEE
FOR
ENGINEERINGCONSULTING SERVICES CONTRACT
FOR
DESIGN, BIDDING ASSISTANCE, AND OTHER SERVICES
FOR
BETA STREET GREEN ALLEY PROJECT
SAN DIEGO, CALIFORNIA
JANUARY 11, 2011

The fee for the services described in Section III, Scope of Services, will be for a not-to-exceed amount of \$98,174, broken down as follows:

Project Phase	Amount	Billing Method
Project Management / Meetings	\$8,908	Time & Materials
Design Efforts	\$71,950	Lump Sum
Bid – Engineering Support	\$3,448	Time & Materials
Construction – Engineering Support	\$7,718	Time & Materials
Reimbursibles/Expenses	\$1,150	Time & Materials
Contingency	\$5,000	Upon Written Authorization
TOTAL	\$98,174	

Monthly progress payments will be on a time and material basis, and the design effort will be based on the estimated percentage complete for tasks included in Section III, Scope of Services.

TASK DESCRIPTION			LABOR CODE/STAFF HOURS										TOTALS			
Pt	Task	Task/Sub	PRIV	SEIII	EII	CTIII	AIII	SEII	-	-	-	-	-	-	HOURS	FEE
			-	-	-	-	-	-	-	-	-	-	-	-		
	A	Data Collection/Meetings														
		Meetings (4 @ 2 hrs ea)	8	12			4								24	\$3,792
		Get/Review Data		4	12										16	\$1,960
		Prjoect Mgmt/internal mtgs	4	4	4	4	4	4							24	\$3,156
		SUBTOTAL													64	\$8,908
	B	Base Maps/Field Review														
		Prepare base maps		4	8	32									44	\$4,540
		Utility conflict check			20		8								28	\$2,900
		Field Review/check		10	10										20	\$2,600
		SUBTOTAL													92	\$10,040
	C&D	Geotechnical Investigation, Irrigation, and Landscaping (Not in scope)														
	E	SWPPP				24	16	60							100	\$11,880
	F	PDR (30% drawings)	4	32	32	80	16								164	\$17,996
	G	90% Design Documents	2	16	24	72	8								122	\$12,958
	H	100% Design Documents	2	16	24	40	8								90	\$9,918
	I	Final Submittal Documents	2	16	24	32	8								82	\$9,158
	J	Bid Support Engineering	2	6	16		4								28	\$3,448
	K	Construction Engineering														
		Field Support	2	24											26	\$3,918
		Record Drawing Preparation				40									40	\$3,800
		SUBTOTAL													66	\$7,718
		Expenses														\$1,150
		Contingency														\$5,000
			PRIV	SEIII	EII	CTIII	AIII	SEII	-	-	-	-	-	-	PAGE TOTALS	
TOTAL - THIS PAGE			26	144	174	324	76	64							808	\$98,174
TOTAL - ALL PAGES			26	144	174	324	76	64							808	\$98,174

**ATTACHMENT B
BASIC ASSUMPTIONS
ENGINEERINGCONSULTING SERVICES CONTRACT
FOR
DESIGN, BIDDING ASSISTANCE, AND OTHER SERVICES
FOR
BETA STREET GREEN ALLEY PROJECT
SAN DIEGO, CALIFORNIA
JANUARY 11, 2010**

The following is a list of assumptions that are made with respect to the work efforts required for this Project and on which the fee proposal is based. These assumptions shall be considered general conditions to this Contract. Any change is considered a change in scope and would be justification for consideration of a revision to the fee.

1. The City of San Diego (City) will provide Consultant copies of all information, records, documents, etc., related to the project, including, but not limited to, original design notes, calculations, reports, working papers, correspondence, and drawings.
2. One set of construction documents will be developed under this Scope of Work for the Beta Street Green Alley Project
3. The cost for obtaining City construction permits is not included in the fees under this agreement.
4. The City will administrate the bid process.
5. The technical specifications and special provisions will be developed in Greenbook standard format. The Unit Price Bid schedules will be developed in a format prescribed by the City.
6. All construction drawings will be created in Microstation digital file format in English units.
7. This project includes a lump sum fee. Task related man-hours were created for estimation purposes only. PBS&J reserves the right to reallocate funds between sub-tasks of this Task Order as necessary to complete the project.