

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lana Beach, CA 90802

1 FIRST AMENDMENT TO AGREEMENT NO. 34377

2 **34377**

3 THIS FIRST AMENDMENT TO AGREEMENT NO. 34377 is made and
4 entered, in duplicate, as of September 19, 2019 for reference purposes only, pursuant to
5 a minute order adopted by the City Council of the City of Long Beach at its meeting on
6 August 20, 2019, by and between ANCHOR QEA, LLC, a Washington limited liability
7 company ("Consultant"), with a place of business at 7755 Center Avenue, Suite 1060,
8 Huntington Beach, California 92647, and the CITY OF LONG BEACH, a municipal
9 corporation ("City").

10 WHEREAS, the City and Consultant (the "Parties") entered into Agreement
11 No. 34377 whereby Consultant agreed to provide professional engineering design services
12 for the Colorado Lagoon Open Channel Restoration Phase 2A Project; and

13 WHEREAS, the Parties desire to amend various sections of the Agreement,
14 add \$2,800,000, and attach an updated scope of work and an updated rate sheet;

15 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
16 conditions herein contained, the Parties agree as follows:

17 1. Section 1.A. of the Agreement is hereby amended to read as follows:

18 "A. Consultant shall furnish specialized services more particularly
19 described in Exhibit "A", attached to this Agreement and incorporated by this
20 reference, in accordance with the standards of the profession, and City shall pay for
21 these services in the manner described below, not to exceed Three Million One
22 Hundred Thousand Dollars (\$3,100,000), at the rates or charges shown in Exhibit
23 "B"."

24 2. Section 2 of the Agreement is hereby amended to read as follows:

25 "2. TERM. The term of this Agreement shall commence at midnight on
26 September 1, 2016, and shall terminate at 11:59 p.m. on January 1, 2024, unless sooner
27 terminated as provided in this Agreement, or unless the services or the Project is
28 completed sooner."

1 3. Section 21 of the Agreement is hereby amended to read as follows:

2 "21. NOTICES. Any notice or approval required by this Agreement shall
3 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
4 postage prepaid, addressed to Consultant at the address first stated above, and to the City
5 at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a
6 copy to the City Engineer at the same address. Notice of change of address shall be given
7 in the same manner as stated for other notices. Notice shall be deemed given on the date
8 deposited in the mail or on the date personal delivery is made, whichever occurs first."

9 4. The Scope of Work in Exhibit "A" to the Agreement is hereby amended
10 in accordance with Exhibit "A-1", attached hereto and incorporated by this reference.

11 5. The Rates in Exhibit "B" to the Agreement are hereby amended in
12 accordance with Exhibit "B-1", attached hereto and incorporated by this reference.

13 6. The City Representative in Exhibit "C" to the Agreement is hereby
14 amended in accordance with Exhibit "C-1", attached hereto and incorporated by this
15 reference.

16 7. Except as expressly modified herein, all of the terms and conditions
17 contained in Agreement No. 34377 are ratified and confirmed and shall remain in full force
18 and effect.

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IN WITNESS WHEREOF, the Parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

ANCHOR QEA, LLC, a Washington limited liability company

September 19, 2019

By [Signature]
Name Steve Cappelletto
Title Shareholder

SEPTEMBER 19, 2019

By [Signature]
Name JOHN R VERDUIN
Title MANAGING MEMBER

"Consultant"

CITY OF LONG BEACH, a municipal corporation

Sept 24, 2019

By [Signature]
City Manager

"City"

This First Amendment to Agreement No. 34377 is approved as to form on

Sept. 23, 2019.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802

EXHIBIT “A-1”

Scope of Work



City of Long Beach
Purchasing
Division
411 West Ocean Boulevard, 5th Floor
Long Beach, CA 90802

3. **SCOPE OF PROJECT**

3.1 **SCOPE OF SERVICES OVERVIEW**

The following services outlined are the minimum services required by the Awarded Consultant. Prospective engineering teams are encouraged to provide additional details and/or value additions to the proposed scope of services in the Narrative Proposal and Qualifications, and in the Cost and Fee Proposal.

The Awarded Consultant will be required to provide professional engineering design services to implement the Colorado Lagoon Phase 2A Open Channel project, which includes abandoning or completely removing the culvert; daylighting the western portion of Marina Vista Park; and creating two new vehicular bridge structures to span the new tidal channel. The channel is estimated to be 1,160 feet in length, -7.0 feet NGVD deep and up to 230 feet wide, at its widest point. As such the open earthen connection shall maximize habitat to the maximum extent feasible.

The Awarded Consultant shall provide a sports field design which upgrades and improves the functionality of Marina Vista Park. The existing ball field and appurtenant structures are in the alignment of the open channel. The proposed design shall preserve the number of fields currently in use which consists of one adult ballfield, one adult soccer field and one youth soccer field. With regards to usability, the design shall level the undulations in the sports fields via grading and fine grading, ensure successful grass establishment, and provide for a new irrigation system. The Awarded Consultant shall take into consideration the quantity of excavated material that can be reused on site appropriately and any significant elevation changes.

Further, the Awarded Consultant shall propose the siting and relocation of the two existing public restrooms located north and south of Eliot Street that are in the alignment of the proposed open earthen channel. While the Awarded Consultant will not be responsible for the design of the two public restrooms, the awarded firm shall be primarily responsible for the siting for the purposes of permitting and preparation of site plans.

Other significant project elements include coordination for the relocation of all underground and overhead utilities affecting the project area (i.e. along Colorado Street, Eliot Street, and in the alignment of the channel). A minimum list of utilities includes fiber optic, telecommunications, electric, water, gas and oil pipelines, a new sewer lift station, and overhead and underground vaulted electrical infrastructure. Thoughtful and creative coordination with the appropriate utility owners and utility easement holders is necessary and must be considered in the program verification and preliminary design phases to minimize disruption to the community.

The approved alternative is discussed in further detail in the Alternatives Analysis Report Phase 2 Study (**Appendix 09**) and provides background information for the

basis of the existing conceptual designs.

3.2 BASIC SERVICES

The City is requesting qualifications and proposals from professional engineering teams and firms with experience in coastal engineering, with substantive experience in coastal habitat and wetlands restoration or remediation. Other sub-consultant disciplines and specialties including, but not limited to, civil, geotechnical, traffic, structural, and environmental engineers; scientists and planners with expertise in hydrology, biology, environmental compliance, and regulatory permitting; as well as landscape architects with expertise in native vegetation, restoration, and in the design of recreational sports parks may be required for the delivery of this project.

Firms or teams without specific, extensive and relevant experience in coastal engineering (such as dredging design and restoration of sensitive habitat), need not submit.

The successful respondent firm will be led by a Project Manager who can demonstrate he or she is able to manage large, complex engineering projects within scope, schedule, and budget. The Project Manager shall be the principal point of contact on all matters related to this assignment. As such his or her qualifications and proven success in managing complex engineering designs shall be discussed in the narrative proposal and technical qualifications statement.

The design work shall be performed in accordance with the latest applicable codes, standards, and regulations at the local, State and Federal levels. Additionally, the work shall consider sea level rise predictions as noted in the Sea-Level Rise Policy Guidance issued by the California Coastal Commission and FEMA guidelines.

It is required that the Awarded Consultant have regulatory permitting experience, including obtaining approvals from the following entities: U.S. Army Corps of Engineers, Los Angeles Regional Water Quality Control Board, and the California Coastal Commission. It is preferred, but not required, that the consultant team's PM have experience in presenting information, and responding to questions posed by agents of regulatory bodies including the California Coastal Commission (CCC); the City's Planning Commission, Harbor Commission, Parks and Recreation Commission; and the Contaminated Sediments Task Force (CSTF) and/or Dredged Materials Management Team (DMMT).

The Awarded Consultant firm shall be referred to as the Engineering Design Team and shall be expected to provide the following services for the duration of the Contract to achieve the objectives of the Project:

- Verification and validation of approved (City-provided) concept for technical, financial, and ecological feasibility
- Firm shall be required to stake and demarcate in the field proposed location of major design elements including the bridge, open channel alignment and sports fields prior to the preparation of full construction documents
- Refinement of the conceptual designs to meet objectives and financial considerations
- Preliminary Design or 30% Construction Documents
- Permitting & entitlement support at the local, County, State and Federal levels
- Environmental compliance documentation
- Mitigation Bank coordination and support
- Pre-design studies as determined necessary
- Public and stakeholder outreach
- Geotechnical investigation and soils suitability analysis
- Development of complete plans & specifications (construction bid documents) in conformance with the City's standards for Public Works construction and guidelines
- Landscaping plans and proposed sports field arrangements
- Design of informational signage and interpretative signage
- Civil engineering
- Utilities investigation and relocation as necessary
- Geotechnical engineering
- Structural design and engineering of bridges
- Mechanical, electrical and plumbing
- Traffic engineering and traffic safety analysis
- Acoustics, noise and vibration control
- Codes and accessibility compliance
- Cost estimating and scheduling
- Sediment characterization
- Identification of disposal sites
- Biological resources studies and assessments
- Hydrology and hydrodynamics

- Coordination with other consultant teams, including architects, engineers, and scientists
- Attendance at biweekly progress meetings, weekly construction meetings, and special meetings and hearings as necessary
- Construction bid phase services
- Construction support services

3.3 WORK PLAN

The Awarded Consultant shall establish a Project Manager to manage the services arising from this procurement and administer all services performed by the firm, and its sub-consultants (engineering design team). Such management activities and controls shall include, but will not be limited to, the following:

- Develop project documentation necessary to manage the design and engineering process
- Establish and update schedules for the project duration inclusive of design and construction, including identifying document delivery milestones
- Regularly monitor the time expended and quantities and quality of work performed by own firm and sub-consultants
- Submit a proposed list of deliverables for the City Project Manager (PM) to review and approve at the start of each phase including Program Verification, Value Engineering, and Final Concepts, & Construction Drawings (30%, 60%, 90%, and 100% Percent Design Package and Final Plans).
- Submit a Quality Assurance and Quality Control Plan for review and approval by the City's assigned project manager indicating how communications will be handled, primary point of contacts for each discipline, and how the Awarded Consultant will handle and manage risk.

The Awarded Consultant's Project Manager must also designate key staff for each of the design disciplines required for this project. If changes must be made to the primary contact or any key staff due to unavoidable circumstances, the design team shall submit the name(s) of the proposed substitute person(s) and related statements of professional qualifications to the City in writing for approval by the City.

3.3.1 SERVICE PHASES. The scope of services are broken down into the following phases:

- o **Phase I** - services are complete in June 217
- o **Phase II** - Services shall include the preparation of construction drawings and specifications based on the approved final concept (i.e. 30%, 60%, 90%, 100%, and Final Design Documents), bid phase support services, and mitigation bank coordination and up to three (3) public meetings are anticipated. On August 20, 2019, the City Council

approved an amendment to Agreement 34377 to add an estimated budget of \$2,800,000 for Phase II project design services. Plan review workshops with City staff will be convened for review of the 30% and 60% plans while formal written plan review will be conducted by the City for the 90% and 100% design submittals..

- o **Phase III** - will include construction support services, mitigation bank coordination and support, and coordination with the City's assigned Project Manager, Construction Manager, and Contractor; project close out, warranty and O&M turnover.
- o **Phase IV** - the design team shall perform for 5 years post-construction mitigation monitoring and reporting per the Monitoring Plan to be prepared by the mitigation banking consultant and approved by the Resource Agencies.
- o **On August 20, 2019, the City Council approved an amendment to Agreement 34377 to add an estimated budget of \$2,800,000 for Phase II project design services from 30% through final design. The City Council also authorized the City Manager to execute the Memorandum of Understanding by and Between the Public Works Department and the Harbor Department (MOU) to fund and implement the Colorado Lagoon Phase 2A Open Channel Project. Exhibit B of the MOU includes estimated budgets for Phases III and IV of this scope of services. The estimated budget for Phase III in the MOU is \$1,800,000, and the estimated budget for Phase IV is \$1,700,000. The City Council also approved an appropriation increase in the amount of \$26,300,000 in the Tidelands Operating Fund Group in the Public Works Department, offset by a transfer from the Harbor Department as described in the MOU. This appropriation increase includes the estimated budgets for Phases II, III, and IV as well as the estimated Colorado Lagoon Phase 2A Open Channel construction costs described in the MOU.**

3.3.2 Awarded Consultant: The Awarded Consultant shall provide all materials, management and professional services necessary to complete the Services in a timely manner. As the services progress, the City PM and Awarded Consultant PM shall participate in the creative aspects of the project, as well as co-evaluate the performance related to the execution of this agreement. In that capacity, the City and its assigned Project Manager reserves the right periodically visit the office of the design team and/or its sub-consultants to review the work in progress, provide creative input, and generally assist in resolving design issues and constraints.

3.3.3 Consultants to the City: The City may retain consultants/vendors under separate contract for assistance on:

- Restoration/Ecology
- Project Management

- Construction Management
- Surveying / Construction Staking
- Environmental Planning / Entitlements / California Environmental Quality Act (CEQA)
- Project Documents Controls System Providers
- Communications and Outreach Specialists
- Construction Cost Estimator and Scheduler
- The awarded engineering design team shall fully cooperate with the City's other consultants to successfully design and implement this project.

3.3.4 Milestone Reviews and Authorization: The City's PM will conduct periodic and milestone in-progress reviews of the Awarded Consultant's design progress at designated times. The Awarded Consultant's PM (and any appropriate staff or professional disciplines, if necessary) shall participate in biweekly progress meetings with City staff for progress review. General updates shall be requested during the concept refinement and detailed design stages.

- Formal reviews and progress submittals will be required at a minimum at milestones noted in Section 3.3.1. It is understood that certain elements may require more time to refine including those for major project components such as the bridges and traffic engineering, habitat banding, hydrology, implementation of permit and resource agency conditions, and landscaping/re-arrangement of sports fields, etc. Any concerns and issues that should delay the deliverables and cause slippage to the overall schedule shall be made in writing to the City PM.
- Informal review and submittals and informal progress designs may be requested; conference/Web-Ex/Go-To Meeting calls covering one or more disciplines may be held when deemed necessary by the City PM.
- Authorization to proceed with the next phase of work may be issued in writing by the City PM to the Awarded Consultant PM and may be withheld for one or more disciplines depending on their progress and the acceptance of their work (at the City's discretion).

3.3.5 Awarded Consultant Team Responsibilities: It is the responsibility of the Awarded Consultant PM to provide the management, organization, resources and talent to achieve the design, budget, coordination, and scheduling goals of this Project. Those responsibilities include, but are not limited to:

- Research and due diligence
- Understanding site conditions
- Understanding regulatory environment
- Direction of the work of design team's personnel and sub-consultants
- Coordination with City as necessary to garner input and direction
- Use of best professional judgment
- Coordination with City's consultants outside of these services for

mitigation bank support, surveys, project management or construction management

- Coordination with project stakeholders including non-profit group, Parks and Recreation Commission, and other City Departments
- Commissioning and project close-out with transfer of maintenance and inspections requirements

3.3.6 Document Standards: All documents shall be prepared according to the City of Long Beach Public Works Design Standards and on AutoCAD 2013. Any recommendations to the City on changes to the standards must be made to the City PM in writing within two weeks of the execution of the agreement and approval by the City.

3.3.7 Code Compliance: The design team shall verify code compliance of the design of all features with all applicable rules, regulations, codes, orders and/or laws applicable to and/or affecting the Project in any way including, without limitation to local, County, State, Federal or other review entities.

3.3.8 Design Team Recommendations: The design team shall make recommendations to the City PM regarding any investigations, surveys, tests analyses and reports that are deemed necessary and required by the team and its sub-consultants to properly perform the Services and meet the design objectives required by this RFP. Such recommendations shall be made in writing and in a timely manner to allow implementation without causing delay to the Project.

3.3.9 Drawings Submittals to City: Drawings submittals from the design team shall be sent to the City PM electronically (PDF format), full size hard copy, and with CAD plot file via the most time appropriate delivery service as applicable. The date of transmission will be the triggering date for the time of a response. Drawing submittals will be reviewed by the City's PM and the appropriate City Departments.

All sketches, drawings, models, illustrations, specifications, and similar type items, developed by the Consultant and/or its sub-consultants during the course of the Project, including originals, become the property of City, and shall be delivered to City upon completion of services.

3.3.10 Value Engineering: Value Engineering will be an integral part of the program verification and validation process prior to preparing detailed construction documents to ensure the financial feasibility of this project. Value engineering shall also be performed during the design process and shall be accomplished in conjunction with estimating during the preparation of design documents. The Engineering design team shall consider relevant alternatives within the project design to optimize and balance constructability, financial feasibility, maintenance needs, and advise the City during all phases on to make a value determination on best and most economical methods, systems, equipment, to be used in the Project.

3.3.11 Cost Estimates: The Awarded Consultant shall submit an opinion of probable construction costs with each Phase and with each design submittal package.

3.3.12 Schedule: The Awarded Consultant shall submit an opinion of probable Contract Time (construction) in the requisite level of detail with an appropriate contingency for the level of design with each design submittal (milestone dates).

3.3.13 Contract Progress Monitoring, Reporting & Billings: The Awarded Consultant PM shall submit a monthly invoice along with an updated design schedule, current billings, work performed during billing period, current contract balance and project budget balance trend. Any issues that may impact the budget shall be identified in each invoice submittal.

3.4 DETAILED SCOPE OF SERVICES

The design team shall prepare deliverables that meet the intent of this RFP, and achieve the open earthen channel connection between the lagoon and Marine Stadium and other improvements as outlined in the Phase 2 (2A) Alternatives Analysis Report and Prospectus which serves as the guiding document for this work. The Awarded Consultant shall be aware that the mitigation bank instrument and assigned credit values will ultimately determine the financial feasibility (market value of credits to overall construction project costs) and final design of this project.

The following services and design elements shall be required of the design team.

3.4.1 PHASE I - PROGRAM & CONCEPT VALIDATION, VALUE ENGINEERING ANALYSIS, PREDESIGN STUDIES, BASIS OF DESIGN, INITIAL PERMITTING AND APPROVED CONCEPT DESIGN

3.4.1.1 Review of Existing Documents

Consultant team shall perform its due diligence and review all available documents including, but not limited to, the Planning

Commission and City Council Approvals, 2008 Certified EIR, Addendum to the EIR (2010), the Alternatives Analysis Report Phase 2, Feasibility Study, and Colorado Lagoon Mitigation Bank Prospectus (2013), Mitigation Bank Agreement (if approved at any course during the execution of these services), applicable construction codes, Access Board standards, FEMA guidelines and requirements and permit condition terms. These documents have shaped the existing conceptual designs and Mitigation Bank proposal.

3.4.1.2 Program Verification and Concept Validation

After reviewing and analyzing the existing documents, the design team shall validate, update or modify the Alternative 4a program. The required program verification includes determining construction and financial feasibility, verifying that the design will achieve the stated objectives of maximizing tidal exchange between the Marine Stadium and the Colorado Lagoon, improving water quality, ensuring the recolonization of benthic communities, improving overall marine habitat all while preserving the recreational and vehicular uses in the area.

3.4.1.3 Value Engineering Analysis

The awarded team shall also engage in a value engineering analysis to ensure the final open channel concept is feasible; if not the Awarded Consultant shall help provide alternatives to ensure the project is constructible.

3.4.1.4 Protection of Existing Resources

The Awarded Consultant shall also make it a priority to ensure protection of the existing habitat in the lagoon to the most practical extent feasible during the construction of the open earthen channel.

3.4.1.5 Schedule

The Awarded Consultant PM will be required to coordinate with the City for the development of a design and construction schedule and for milestone dates.

3.4.1.6 Initial Permitting and Support

The City of Long Beach has submitted a Section 404 application and approval is pending. A Section 401 WQC has been obtained. Permitting support requires furnishing documents responding to

Coastal Commission, Regional Water Board, and U.S. Army Corps of Engineer inquiries, comments and requests for additional information related to design features including but not limited to cut/fill quantities, elevations, grading, bridge infrastructure, planting palette, field improvements, soil amendments, construction methods, impacts to the environment, and community. The team shall prepare the following exhibits and information to support any regulatory agency inquiry:

Site Plan

Utilities Plan

Landscape Plan

Grading Plan

Improvement details

- Perimeter treatment, fencing details
- Bridge foundational structure, materials, colors

Planting palette

Cut/fill quantities

- Disposal location

Sediment source if necessary

The awarded consultant (engineering design team) shall ensure the designs comply with all applicable permit conditions, and provide professional opinions to requests and recommendations provided by stakeholders and resource agency staff members. The design team shall also be responsible for submitting any water quality reports, pre- and post- construction notices, and provide services to achieve permit and environmental conditions.

3.4.1.7 Awarded Consultant Deliverables (Basis of Design Report)

The Awarded Consultant PM shall participate in design reviews with the City and its assigned PM to finalize a design concept. Prior to the preparation of the basis of design report, the Awarded Consultant shall also conduct a design review with City staff and stakeholders presenting the final design concept. The estimated

project budget and estimated construction cost and construction time shall be provided at the time of submittal.

Based on an approved Concept Design document (refined Alternative 4a) prepared by the Awarded Consultant, the City will provide authorization, at its discretion, to proceed with the basis of design deliverables, including:

- **Pre-design and Technical Studies (Provide and/or update existing information as necessary to ultimately provide final design documents and ensure the lagoon's functional performance)**
 - o Geotechnical investigations / report with recommendations for removal of site soils, and soils preparation for bridge foundation with recommendation for dealing with potential liquefaction and settlement
 - o Sediment characterization
 - o Identification of disposal locations
 - o Hydrology and hydrodynamics report (if necessary)
 - o Biological resource studies (if necessary)
 - o Coastal Hazards Analysis including elevations in relation to existing tides and projected sea level rise
 - o Acoustics/noise studies
 - o Controls survey
- The design team must conduct its due diligence to uncover any underground utilities, existing easements, and also research what appropriate permits are needed to implement the project including those required by the City, special districts, or from the County of Los Angeles including Flood Control, LA County Public Works, etc.
- Verify the project's code requirements
- Open channel site plan, landscaping plan with plant palette (with photo board and report), and sports field arrangements

- Bridge sections & elevations; narrative of proposed structural systems for bridges; proposed lighting systems on bridge including lighting fixtures
- Narrative of demolition plan and alternatives
- Identification of disposal locations for debris and unsuitable sediment material
- Design for site and streetscape
- Utility relocation plans; coordination with Long Beach Gas & Oil, Southern California Edison, Long Beach Water Department, telecommunication providers, oil franchises, the County and any other known entity with utilities or easements in the vicinity
- Traffic engineering including vehicular and pedestrian circulation plans
- Proposed signage location plans and material
- Opinion of probable cost and construction time
- Site plan showing all building footprints (restrooms and nearby structures), landscaping features, right-of-ways, and curbs
- Site amenities plan (could be combined with landscape plan)
- Preliminary grading plan of open earthen channel, bridges, and sports fields
- Preliminary drainage plan
- Advise of subsurface issues to be address in the design and construction of below grade foundations
- Basis of design report based on the geotechnical and soils reports to establish structural design criteria
- Outline specifications

3.4.1.8 Final Open Channel Concept (Concept)

Phase I shall result in a community- and resource-agency accepted open channel concept for which the detailed designs are to be predicated upon. The final concepts shall meet the ecological, and

recreational objectives outlined in this RFP, while ensuring the project is financially feasible.

3.4.2 PHASE II - PRELIMINARY DESIGN & CONSTRUCTION BID DOCUMENTS

Based on the approved concepts, the Awarded Consultant PM shall manage and oversee all engineering disciplines and specialty sub-consultants for the preparation of Construction Bid Documents by advancing all deliverables required to obtain prime contractors' construction bids, building and regulatory permits, and for use in constructing the Project.

3.4.2.1 Preliminary Design (30%)

Based on the accepted concept, basis of design and the PM's written approval to proceed, the Consultant shall prepare design documents consisting of drawings and specifications which correct and/or refine concerns addressed on the basis of design drawings and documents.

The following deliverables are anticipated with the 30% submittal:

- Updated demolition plans and infrastructure/materials removals specifications
- Grading plans, and grading cross-sheets
- Overall site plan showing open channel alignment, bioswales, sports fields, bridges, landscaping features, pedestrian walkways, right-of-ways, lighting locations, re-located restroom buildings, and existing buildings.
- Final signage and informational kiosks
- Final landscape palette; detailed landscape (soft and hard) plans at appropriate scale
- Updated service and emergency vehicle access plan
- Elevations, sections showing bridge dimensions
- Foundation plans
- Preliminary structural design calculations

- Typical detail sheets
- Update and expand outline specifications
- Utility plans and relocation strategy
- Refine selection of lighting fixtures
- Plans and elevations showing the location of lighting fixtures (if any)
- Refine selection of lighting fixtures, including elevations at appropriate scales
- Verify grading plans showing finish grades at all vehicular streets and walkways
- Design deliverables related to street improvements
- Confirm drainage plans including storm drain profiles
- Irrigation plans for Marina Vista Park showing points of connection
- National Pollutant Discharge Elimination System (NPDES) Permit Compliance - Standard Urban Stormwater Mitigation Plan (SUSMP), Best Management Practices (BMPs) for erosion and sediment control plan
- Upgrade and improvements to Marina Vista Park
 - o Improvements include leveling, grading, soil amendment and field striping.
- Construction cost estimates

3.4.2.2 Construction Drawings at 60% 90% and 100%

The selected consultants shall provide construction bid documents including plans, specifications and cost estimates at 60%, 90%, and 100% design stages.

During the design phase, the Awarded Consultant shall participate in technical review of the design development documents prior to acceptance by the City at the 60%, 90% and 100% milestone phases.

Construction Bid Documents shall include, but are not limited to, Building Division submittals, demolition plans and specifications, and construction plans and specifications.

The selected consultant shall process the construction bid documents through approving agencies and incorporate all revisions and corrections necessary to obtain the required approvals from the agencies having jurisdiction. The selected consultant (Awarded Consultant PM) and key staff shall participate in technical reviews of the Construction Bid Documents with City staff and City plan checkers at milestone stages (60%, 90% and 100%). The selected consultant shall incorporate the City's 100% review comments and submit the Final construction bid documents to the City's Project Manager for the public bidding process.

Final plans shall always be stamped and signed by Licensed Engineers (in State of California) in their respective discipline prior to submittal for Plan Check.

3.4.3 PHASE III - CONSTRUCTION SUPPORT SERVICES

3.4.3.1 Support services during construction

The Construction Phase shall commence with the advertising of bid documents for the award of the contract based on the Construction Documents, followed by execution of contract between the City and prime contractor for the Project ("Contract for Construction").

The engineer of record shall also provide Construction Support Services of the Contracts for Construction. Construction Support Services shall include, but will not be limited to, the following:

- Represent, advise and consult with the City Project Manager and Construction Manager (CM) during the administration of the Contract for Construction.
- At all times, the engineer of record and all of its sub-consultants shall promptly and expeditiously render interpretations of the Construction Documents, and review and provide timely responses to RFI's, submittals, shop drawings, substitution requests, and other contract submittals.
- Assist with the review of Change Orders and Contract Schedules and provide input to the assigned City PM and City CM.

- Assist the City during the contract bidding phase, answer Contractors' questions and prepare addenda to clarify the Contract Documents.
- Periodically visit the site during the construction phase to become familiar with the progress, acceptability, and quality of the work and to determine if the work is proceeding in accordance with the Construction Documents.
- Attend weekly project meetings on-site.
- Independently inform City of the progress, acceptability, and quality of the work completed and guard the City against defects and deficiencies in the work, and determine, in general, if the work, as it progresses, is in conformance with the Construction Documents.
- Prepare Site Observation Reports within three (3) business days subsequent to a site visit or sooner if such information to be transmitted is of substantial and immediate importance.
- The consultant team's engineer of record shall issue reports to the City PM, City CM and prime contractor (with copies to the City) any known deficiencies, errors, and non-adherence to schedules and opinions on disagreements with pricing, requests for additional time on change orders as requested by the City.
- Conduct observations throughout construction of the Project to determine the date or dates of Substantial Completion and the date of final completion. The engineer will provide in writing to PM its observations.
- Report to the City PM and CM known deviations from the Contract Documents and from the most recent construction schedule submitted by the general contractor.
- When requested by the City's PM, the engineer of record shall render written responses and opinions on all claims, addenda, proposals, disputes and all other matters in question between the City, prime contractor, and/or vendors in order to maintain the Project schedule to assist the City PM and CM in its pursuit of successful negotiation and completion of the Project.
- Assist prime contractor, City PM, and or City CM in the assembling, reviewing and submitting to City of indexed binders

(number of copies as required by City) containing originals of all manuals, brochures, and drawings and warranties needed for operation and maintenance of all systems installed.

3.4.4 PHASE IV

The awarded consultant shall perform Mitigation Bank Monitoring for four years after the conclusion of construction activities pursuant to the monitoring plan/requirements set forth in the Mitigation Bank Enabling Instrument. The Awarded Consultant shall monitor and report on the restored site pursuant to the Plan adopted and approved by the Resources Agencies and developed by the mitigation banking consultant.

Monitoring activities include, but would not be limited to, the following:

- Annual post-construction biological monitoring for plants, fish, birds, invertebrates, algae, and eelgrass
- Annual post-construction monitoring of physical parameters such as water quality, water temperature, site elevations, tidal range, sediment grain size
- Annual mitigation bank reporting to the Resources Agencies and the U.S. Army Corps of Engineers

EXHIBIT "B-1"

Rates or Charges

EXHIBIT B (updated)

TEAM HOURLY RATE SHEETS

Rates Effective Beginning: October 1, 2019 **Ending:** September 30, 2020

These rates meet the City's audited methods for establishing rates. Annual escalation of 3% from base year to end of contract.

Anchor QEA, LLC

Labor Category/Grade	Hourly Rate
Principal Level 2	\$287
Principal Level 1	\$259
Senior Manager	\$228
Manager	\$213
Senior Staff	\$189
Staff 3	\$167
Staff 2	\$150
Staff 1	\$126
Senior Designer/CAD	\$132
Designer/CAD	\$120
Senior Technical Editor	\$139
Technical Editor	\$118
Senior Project Coordinator	\$133
Project Coordinator	\$106
Field Technician	\$106
Expense Billing Rates	Rate
Computer modeling (per hour)	\$10
Graphic plots (varies with plot size)	\$3-6/sf
Mileage (per mile)	Current federal standard

AECOM

Labor Category/Grade	Hourly Rate
Principal	\$298
Senior Manager	\$225
Manager	\$203
Senior Staff	\$141
Staff 3	\$124
Staff 2	\$107
Staff 1	\$90



Labor Category/Grade	Hourly Rate
Senior Designer/CAD	\$113
Designer/CAD	\$90
Project Coordinator	\$90
Field Technician	\$73

Tidal Influence, LLC

Labor Category/Grade	Hourly Rate
Principal Coastal Ecologist	\$141
Senior Environmental Scientist	\$84
Community Outreach Specialist	\$84
Senior Designer/CAD	\$113

AHBE MIG Landscape Architects

Labor Category/Grade	Hourly Rate
Design Principal	\$281
Principal	\$197
Senior Project Manager/Senior Project Designer	\$146
Project Manager/Project Designer	\$124
Landscape Designer	\$101
Administrative	\$68

Coastal Resources Management, Inc.

Labor Category/Grade	Hourly Rate
Principal	\$169

Earth Mechanics, Inc.

Labor Category/Grade	Hourly Rate
Principal	\$233
Principal Engineer/Geologist	\$185
Senior Engineer/Geologist	\$155
Project Engineer/Geologist	\$125
Staff Engineer/Geologist	\$97
Senior Technician	\$124
Technician	\$83
Project Administrator	\$89
Clerical	\$66

P2S Engineering, Inc.

Labor Category/Grade	Hourly Rate
Principal Engineer	\$263
Engineer Grade 05	\$250
Engineer Grade 04	\$243
Engineer Grade 03	\$208
Engineer Grade 02	\$192
Engineer Grade 01	\$170
Design Engineer Grade 05	\$208
Design Engineer Grade 04	\$192
Design Engineer Grade 03	\$170
Design Engineer Grade 02	\$151
Design Engineer Grade 01	\$133
Designer Grade 04	\$143
Designer Grade 03	\$133
Designer Grade 02	\$124
Designer Grade 01	\$117
CAD/BIM Designer Grade 04	\$118
CAD/BIM Designer Grade 03	\$108
CAD/BIM Designer Grade 02	\$95
CAD/BIM Designer Grade 01	\$88
Project Assistant	\$88

O'Connor Construction Management, Inc.

Labor Category/Grade	Hourly Rate
Senior Cost Estimator	\$186

Bill Carr Surveys, Inc.

Labor Category/Grade	Hourly Rate
1-Man GPS	\$208
1-Man Crew	\$208
2-Man Crew	\$248
3-Man Crew	\$371
CAD Support	\$124

EXHIBIT “C-1”

City’s Representative:

Mouhsen Habib

(562) 570-5754