



Legislation Details (With Text)

File #: 2017-0347 **Version:** 1 **Name:**

Type: Action Item **Status:** Passed

File created: 6/28/2017 **In control:** Board of Port Commissioners

On agenda: 8/8/2017 **Final action:** 8/8/2017

Title: AUTHORIZING A SERVICE AGREEMENT AND A COOPERATIVE AGREEMENT, TO FACILITATE THE COMMENCEMENT OF THE PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT (PA&ED) PHASE OF THE SAN DIEGO-CORONADO BAY BRIDGE ARTISTIC LIGHTING PROJECT:
A) RESOLUTION AUTHORIZING AN AGREEMENT WITH STUDIO FINK LTD FOR ARTISTIC DESIGN AND CONSULTING SERVICES REQUIRED FOR COMPLETING THE PA&ED PHASE OF THE SAN DIEGO-CORONADO BAY BRIDGE ARTISTIC LIGHTING PROJECT FOR AN AMOUNT NOT TO EXCEED \$230,000
B) RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE PURPOSE OF DEFINING THE RESPECTIVE OBLIGATIONS AND RESPONSIBILITIES OF THE DISTRICT AND CALTRANS DURING THE PA&ED PHASE OF THE SAN DIEGO-CORONADO BAY BRIDGE LIGHTING PROJECT AND FOR REIMBURSEMENT TO CALTRANS IN AN AMOUNT NOT TO EXCEED \$251,717

Sponsors:

Indexes:

Code sections:

Attachments: 1. 12. 2017-0347 Attachment A, 2. 12. 2017-0347 Attachment B, 3. 12. 2017-0347 Draft Resolution

Date	Ver.	Action By	Action	Result
8/8/2017	1	Board of Port Commissioners	adopted	Pass

DATE: August 8, 2017

SUBJECT:

AUTHORIZING A SERVICE AGREEMENT AND A COOPERATIVE AGREEMENT, TO FACILITATE THE COMMENCEMENT OF THE PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT (PA&ED) PHASE OF THE SAN DIEGO-CORONADO BAY BRIDGE ARTISTIC LIGHTING PROJECT:

- A) RESOLUTION AUTHORIZING AN AGREEMENT WITH STUDIO FINK LTD FOR ARTISTIC DESIGN AND CONSULTING SERVICES REQUIRED FOR COMPLETING THE PA&ED PHASE OF THE SAN DIEGO-CORONADO BAY BRIDGE ARTISTIC LIGHTING PROJECT FOR AN AMOUNT NOT TO EXCEED \$230,000**
- B) RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE PURPOSE OF DEFINING THE RESPECTIVE OBLIGATIONS AND RESPONSIBILITIES OF THE DISTRICT AND CALTRANS DURING THE PA&ED PHASE OF THE SAN DIEGO-CORONADO BAY BRIDGE LIGHTING PROJECT AND FOR REIMBURSEMENT TO CALTRANS IN AN AMOUNT NOT TO EXCEED \$251,717**

EXECUTIVE SUMMARY:

At the August 9, 2016, meeting of the Board of Port Commissioners, staff presented an updated work plan for resuming the San Diego-Coronado Bay Bridge Artistic Lighting Project. The work plan provided an overview of the general scope of the project and a summary of the tasks and responsibilities involved in resuming work and completing the project. The general scenario of the work plan, including respective organizational roles and sequencing, is consistent with the Memorandum of Understanding (MOU) between the District and the California Department of Transportation (Caltrans), with which the District is partnering to implement the project. In accordance with the MOU, the project is structured into four phases, the first of which, selecting the artist-led design team, was completed in 2010. As a result of an ongoing fundraising campaign being conducted on behalf of the project, staff can now report that sufficient funds are available to cover the costs of two service agreements that are essential for launching Phase 2 of the project. The purpose of this agenda item, therefore, is to bring forward for Board consideration two action items that will enable the commencement of Phase 2:

(1) authorization of a service agreement with project artist Peter Fink dba Studio Fink, Ltd; and (2) authorization of a cooperative agreement with Caltrans for Phase 2.

RECOMMENDATION:

- A) Adopt a resolution authorizing an agreement with Studio Fink Ltd for artistic design and consulting services required for completing the PA&ED phase of the San Diego-Coronado Bay Bridge Lighting Project for an amount not to exceed \$230,000.
- B) Adopt a resolution authorizing a cooperative agreement with the California Department of Transportation (Caltrans) for the purpose of defining the respective obligations and responsibilities of the District and Caltrans during the PA&ED phase of the San Diego-Coronado Bay Bridge Lighting Project and for reimbursement of Caltrans costs in an amount not to exceed \$251,717.

FISCAL IMPACT:

The funds required for these Phase 2 expenses have been secured through charitable donations from businesses, organizations, individuals, and from tenant percent-for-art in-lieu contributions designated for use in the bridge lighting project, in accordance with Board Policy No. 608-Tenant Percent for Art.

The total funds required for the Studio Fink Ltd agreement and the Caltrans Cooperative agreement is \$481,717. As of July 24, 2017, contributions for this project total \$485,875, and are deposited in two funds, as shown in the table below.

CONTRIBUTION DEPOSITORIES	AMOUNT
District Public Art Fund	\$430,875
The San Diego Foundation – Bridge Lighting Project Fund	\$55,000
TOTAL Contributions:	\$485,875

Project monies held at The San Diego Foundation will be wire transferred to the District, as needed, to cover project-related expenses incurred under these agreements.

COMPASS STRATEGIC GOALS:

This agenda item supports the following Strategic Goal(s).

- A Port that the public understands and trusts.
- A vibrant waterfront destination where residents and visitors converge.
- A Port with a healthy and sustainable bay and its environment.
- A Port with a comprehensive vision for Port land and water uses integrated to regional plans.
- A financially sustainable Port that drives job creation and regional economic vitality.

DISCUSSION:

Background

The current concept for illuminating the San Diego-Coronado Bridge with an artist-designed lighting installation originated in 2006 with the District's Public Art Committee (PAC), which was then studying potential sites and subjects for a signature artwork for the region. In the process of examining and evaluating potential tidelands and waterfront sites, the PAC realized that the bridge was the largest and most conspicuous architectural and engineering feature of the bay region, yet unlit, and therefore largely invisible at night. Through public outreach and consultation with Caltrans, which owns and operates the bridge, and other stakeholder agencies, the concept evolved into a proposal to illuminate the bridge with a dynamic artistic lighting design featuring computer-programmable colored LED luminaires powered from sustainable energy sources. On February 12, 2008, the Board adopted a resolution, following recommendation from the PAC, to illuminate the San Diego-Coronado Bridge, subject to the condition, among others, that the District partner with Caltrans for the development of an artistic bridge lighting design, with the District acting as lead agency for the project. (Resolution No. 2008-25)

Pursuant to Board Resolution No. 2008-25, the District partnered with Caltrans for the development of the bridge lighting design. Over a two-year period, a selection panel, comprised of experts in art, architecture, lighting, and renewable energy, conducted an international competition to find the best-qualified team to artistically illuminate the bridge. On September 7, 2010, the Board adopted a resolution accepting the selection panel's recommendation of the Peter Fink Team as the artist-led design team for the bridge lighting project. (Resolution No. 2010-136)

On June 14, 2011, the Board adopted a resolution approving a Memorandum of Understanding (MOU) between the District and Caltrans to facilitate the implementation of the bridge lighting project. This MOU serves as a guide to the intentions, policies, and respective roles and responsibilities of each agency regarding the project. The MOU affirms the agencies' mutual commitment to cooperate on the project, their commitment to sustainable energy development, and their resolve to fund the remaining three phases of the project with funds obtained from outside sources through donations and grants. (Resolution No. 2011-85)

The MOU defines the implementation of the bridge lighting project in four phases, as follows:

PHASE	DESCRIPTION	STATUS
Phase 1	Artist Selection	Completed
Phase 2	Project Approval & Environmental Document	Pending BPC authorization
Phase 3	Design Development	To be completed
Phase 4	Fabrication and Installation	To be completed

Phase 1 was completed with the selection and approval of the Peter Fink Team as the project design team. In addition to artist Peter Fink, the team consisted of Speirs + Major Associates, an architectural lighting firm, and Buro Happold, an international engineering consultancy with offices in Los Angeles. In anticipation of resuming the bridge lighting project in 2017, staff held a series of pre-mobilization meetings in January with design team members Peter Fink (project artist now doing business as Studio Fink Ltd), representatives of Buro Happold, and staff counterparts at Caltrans. The goal of these meetings was to reconstitute the team, reaffirm their commitment to the project, update timelines and costs, and clarify working relationships among the team members, their sub-consultants, and with Caltrans and the District. District staff in consultation with artist Peter Fink determined that Buro Happold, which is licensed to operate in the State of California and is the most local of the design team member firms, will, subject to Board approval, serve as prime contractor for the design team, with London-based Speirs + Major Associates as its sub-consultant. Studio Fink Ltd, also London-based, will serve as consultant to the District and Buro Happold. The services of Buro Happold and Studio Fink Ltd will be managed under separate service agreements with the District. The Studio Fink Ltd agreement is being brought forth for Board consideration and approval with this agenda sheet.

Phase 2, the Project Approval and Environmental Document phase-sometimes referred to as the “Feasibility Study”-is the next step in the project. During Phase 2 the design team will conduct further concept development and draft a detailed description (called a “Project Report”) of the proposed project, its proposed methods of implementation on the bridge, and alternatives. The Project Report will then be subject to an engineering review and approval by Caltrans. The project description and related technical data developed for the Project Report will also serve as the basis for the environmental review and environmental document in accordance with the California Environmental Quality Act (CEQA). The District, as CEQA lead agency, will manage the environmental review and preparation of the environmental document.

The agreements brought forward under this agenda item and their respective costs are:

EXPENSES THIS AGENDA ITEM	COST
Studio Fink Ltd – Phase 2 Agreement	\$230,000
Caltrans Cooperative Agreement – Phase 2	\$251,717
TOTAL:	\$481,717

The agreements being brought forward for approval under this agenda item are for implementation of Phase 2 only. When successfully completed, Phase 2 will have achieved certification of the environmental document and issuance of a coastal development permit (CDP) from the Port, issuance of a CDP from the California Coastal Commission (CCC) and the City of San Diego (unless consolidated with the CCC CDP), and project approval from Caltrans. Phase 3 (Design Development) and Phase 4 (Fabrication and Installation) will begin sequentially after completion of Phase 2 and after additional donated funds have been acquired to cover the estimated costs of Phases 3 and 4. The amount of additional funds needed for Phases 3 and 4 is currently estimated to

be \$6 million to \$8 million, but more detailed and updated budget estimates for these phases will be developed during preparation of the Project Report in Phase 2.

Funding Availability

An active capital fundraising campaign is now under way to secure donations for the bridge lighting project. As of July 24, 2017, contributions for this project total \$485,875. These funds are adequate to cover costs associated with the Phase 2 agreements with Studio Fink Ltd and Caltrans-items A and B above-which are being brought forward for approval with this agenda sheet. Copies of these two agreements are attached to this agenda sheet, and summaries of their contents and key provisions are provided in the following section. Funding for Phase 3 and 4 will be secured through charitable donations from businesses, organizations, individuals, and from tenant percent-for-art in-lieu contributions designated for use in the bridge lighting project, in accordance with Board Policy No. 608-Tenant Percent for Art.

Summary of Proposed Agreements

Agreement with Studio Fink Ltd

The purpose of the proposed agreement with Studio Fink Ltd for artistic design and consulting services is to retain the services of project artist Peter Fink as direct consultant to the District and as collaborator with the design team engineering consultants throughout Phase 2 of the project.

Following is a general summary of the key services to be provided to the District by Studio Fink Ltd under this service agreement during Phase 2:

1. Safeguard the creative integrity of the project.
2. Collaborate with and provide input into the design services provided by the design team's prime consultant and sub-consultants whose services will be defined under separate agreement.
3. Advise the District on the schematic design interim milestones during the design review process, project risk register, and prime consultant progress reports.
4. Advise the District on final and milestone approvals.
5. Advise the District on coordination of preliminary project schedule and approval process in the PA&ED phase.
6. Collaborate with the prime consultant and sub-consultants and coordinate with the District to deliver the Phase 2 scope of work, including development of the PA&ED-required Project Report.
7. Execute a new set of photorealistic renderings CGI visuals to illustrate the schematic design for the Project Report and for project-related public relations, media, and fundraising purposes.
8. Attend and participate in design workshops with prime consultant and sub-consultants, workshops and progress meetings with the District, and participate in on-site mock-up tests

during Phase 2.

9. Provide input into the evolving design narrative for prime consultant's technical disciplines involved in the project, and provide artist approvals and input into District's approvals for all technical proposals produced by prime consultant.
10. Coordinate with design team member Speirs + Major Associates to finalize the lighting concept design narrative.
11. Perform additional services on an as-needed basis to support and/or participate in the District's public outreach, public relations, and media planning for the project during Phase 2.

The complete text of the Phase 2 Agreement with Studio Fink Ltd is attached to the agenda sheet as Attachment A.

Cooperative Agreement with Caltrans

Pursuant to the District-Caltrans MOU, which serves as a guide to the intentions, policies, and respective roles of the two agencies regarding the project, the parties agreed to enter into separate cooperative agreements to accomplish the various phases of the project. The cooperative agreement brought forward with this agenda item defines the respective roles, obligations, and responsibilities of the parties for the accomplish of work associated with Phase 2-the Project Approval & Environmental Document phase-and establishes funding from the project fund for reimbursement of Caltrans' costs associated with that agency's services provided in support of the project work during this phase. Separate cooperative agreements will be prepared for Phase 3 and Phase 4 at later dates, as needed.

Following is a general summary of the key responsibilities and obligations assigned to the District by the Phase 2 Cooperative Agreement:

1. Serve as project sponsor and implementing agency responsible for establishing the project scope and securing the financial resources to fund the work, which will be subject to review and approval by Caltrans as the owner/operator of the bridge within the State Highway System.
2. Manage scope, cost, schedule, and quality of work.
3. Serve as document-implementing agency for documents needed for the project, including: the Project Study Report/Project Development Support (PSR/PDS), a separate Project Report (PR), initial cost estimates, preliminary environmental analysis, technical studies, Draft Environmental Document, Final Environmental Document, and others as enumerated in section 26 of the agreement.
4. Provide a Quality Management Plan for the work.
5. Obligate funds from the project fund to cover the cost of the work as required by the agreement in the amount of \$251,717, from which Caltrans will be reimbursed for the costs of its services supporting the implementation of Phase 2 work.
6. Serve as CEQA Lead Agency and be responsible for all work associated with coordinating,

obtaining, implementing, renewing, and amending project permits, agreements, and approvals identified in the planned project scope or which become necessary in the course of completing the project.

7. Defend, indemnify, and save harmless Caltrans and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertion of liability occurring by reason of anything done or omitted to be done by the Port, its contractors, sub-contractors, and/or its agents under this agreement.

The complete text of the Phase 2 Cooperative Agreement is attached to the agenda sheet as Attachment B. Staff has been informed by its Caltrans counterpart that Caltrans' approving authority is prepared to sign the agreement after it has been signed by the District.

General Counsel's Comments:

The Office of the General Counsel has reviewed the issues set forth in this agenda and found no legal concerns as presented, and has reviewed and approved the agreements as to form and legality.

Environmental Review:

The proposed Board actions do not constitute an "approval" of a project under the California Environmental Quality Act (CEQA) because the Board's approval does not constitute a binding commitment to approve, adopt, or fund any of the projects that may result from the proposed agreements. If projects do result from the proposed agreements, the appropriate CEQA review will be conducted before the District approval of the projects. No further action under CEQA is required.

In addition, the presentation and direction to staff allows for the District to administrate its obligations under the Port Act and/or other laws. The Port Act was enacted by the California Legislature and is consistent with the Public Trust Doctrine. Consequently, the proposed presentation is consistent with the Public Trust Doctrine.

The proposed Board actions do not allow for "development," as defined in Section 30106 of the California Coastal Act, or "new development," pursuant to Section 1.a. of the District's Coastal Development Permit (CDP) Regulations. Therefore, issuance of a Coastal Development Permit or exclusion is not required for the proposed Board action. If development does result from the proposed agreements, the appropriate processing under the District's Coastal Development Permit Regulations will be conducted before the District approval of the developments.

Equal Opportunity Program:

Not applicable.

PREPARED BY:

Yvonne Wise
Director, Waterfront Arts & Activation

Attachment(s):

Attachment A: Draft Service Agreement with Studio Fink, Ltd.
Attachment B: Draft Cooperative Agreement with Caltrans