

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

CERTIFICATE NUMBER
(FOR COMPTROLLER'S USE ONLY)
300004650 & 4651

TO: CITY COUNCIL FROM (ORIGINATING DEPARTMENT): Public Works/Engineering-ROW DATE: 11/04/2011

SUBJECT: First Amendment to Cooperative Agreement with Caltrans and First Amendment to Agreement with Rick Engineering Company for the design of State Route 163/Clairemont Mesa Boulevard Interchange - Phase 2

PRIMARY CONTACT (NAME, PHONE): Marnell Gibson, 619-533-5213 SECONDARY CONTACT (NAME, PHONE): Abi Palaseyed, 619-533-4654

COMPLETE FOR ACCOUNTING PURPOSES

FUND	400264	400264			
DEPT / FUNCTIONAL AREA	OTHR-00000000-TR	OTHR-00000000-TR			
ORG / COST CENTER	2113120013	2113120013			
OBJECT / GENERAL LEDGER ACCT	512117	512117			
JOB / WBS OR INTERNAL ORDER	S-00905.01.05	S-00905.02.02			
C.I.P./CAPITAL PROJECT No.	S00905	S00905			
AMOUNT	\$152,000.00	\$152,300.00	0.00	0.00	0.00

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): Previously authorized: \$962,500 (Rick Engineering Company)
This Action: \$152,000 (Caltrans) and \$152,300 (Rick Engineering Company)
Total: \$1,114,800 (Rick Engineering Company)

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Heinrichs, Tony	11/18/2011
Facilities Financing	CFO		
Financial Management	DEPUTY CHIEF		
Liaison Office	COO		
Comptroller	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

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

1. Authorize the Mayor or his designee to execute an Amendment #1 to the Cooperative Agreement with Caltrans

- for the improvements of State Route 163/Clairemont Mesa Boulevard Interchange, S-00905 in an amount not to exceed \$152,000; and
2. Authorizing the Mayor or his designee to execute a First Amendment to the Agreement with Rick Engineering Company for the design services for CIP S-00905, State Route 163/Clairemont Mesa Boulevard Interchange, in an amount not to exceed \$152,300; and
 3. Authorizing the Chief Financial Officer to expend an amount not to exceed \$152,000 from CIP S-00905 (State Route 163/Clairemont Mesa Boulevard Interchange), Fund 400264, Private and Others Contrib - CIP, for the purposes of executing Amendment #1 to Cooperative Agreement; and,
 4. Authorizing the Chief Financial Officer to expend an amount not to exceed \$152,300 from CIP S-00905 (State Route 163/Clairemont Mesa Boulevard Interchange), Fund 400264, Private and Others Contrib - CIP, for the purposes of executing the First Amendment the Agreement with Rick Engineering Company.

STAFF RECOMMENDATIONS:
Approve the resolutions.

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

COUNCIL DISTRICT(S):	6
COMMUNITY AREA(S):	Kearny Mesa
ENVIRONMENTAL IMPACT:	This activity is adequately addressed in the New Century Center FEIR Project No. 96-0165 (SCH No. 96031091, dated 9/25/97). The activity is part of a series of subsequent discretionary actions and therefore is not considered a separate project for the purposes of CEQA review as defined in State CEQA Guidelines Section §15378. Pursuant to section 15162 of CEQA, there is no change in circumstance, additional information or project changes to warrant additional environmental review.
CITY CLERK INSTRUCTIONS:	Attachments: 1st Amendment to Cooperative Agreement with Caltrans, First Amendment to Agreement with Rick Engineering Company, Contact mkoll@sanidiego.gov to process agreement signatures after council approval.

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 11/04/2011

ORIGINATING DEPARTMENT: Public Works/Engineering-ROW

SUBJECT: First Amendment to Cooperative Agreement with Caltrans and First Amendment to Agreement with Rick Engineering Company for the design of State Route 163/Clairemont Mesa Boulevard Interchange - Phase 2

COUNCIL DISTRICT(S): 6

CONTACT/PHONE NUMBER: Marnell Gibson/619-533-5213

DESCRIPTIVE SUMMARY OF ITEM:

These actions will authorize the expenditure of funds for Rick Engineering Company and Caltrans for the redesign of the project construction staging plans and for Caltrans to approve, advertise, administer and award the construction contract.

STAFF RECOMMENDATION:

Approve the resolutions.

EXECUTIVE SUMMARY OF ITEM BACKGROUND: The State Route (SR) 163/Clairemont Mesa Boulevard Interchange Improvement Project proposes interchange improvements and provides for future traffic volumes that will optimize the traffic flow at this location. The project report and environmental document approved by Caltrans and City in 2004, describes in detail how the project will be split in 2 phases, which was necessary due to funding limitations. The project is consistent with the Kearny Mesa Community Plan and is in conformance with the City's Progress Guide and General Plan.

Accordingly in 2008, the City of San Diego, in partnering with Caltrans, has completed construction of Phase 1, which widened the bridge overcrossings at Clairemont Mesa Boulevard/SR-163 and realigned the eastern ramps.

The next step is for the City to provide construction contract plans, specifications and estimate for the reconfiguration of the western ramps of the interchange. Approval of these actions will amend the existing agreements with Caltrans and Rick Engineering Company to complete this work.

During the constructability review with Caltrans, the team recommended the modifications to the construction staging plans in order to reduce construction time and impacts, reduce project construction costs and minimize the construction impacts to the community.

In addition, in order to expedite the project Caltrans would advertise, administer and award the construction contract. The proposed Amendments would compensate Caltrans and Rick Engineering for the additional work, which would be offset by the cost savings attributed to the above recommendation.

FISCAL CONSIDERATIONS: Funding for these actions are available in Fund 400264, Private and Others Contrib - CIP, S-00905, State Route 163/Clairemont Mesa Boulevard Interchange.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

Funding Agency: City of San Diego

Goals: 15% Voluntary (SBE/MBE/WBE/DBE/DVBE/OBE)

Subconsultant Participation for this Amendment: 0%

Other: Workforce Report Submitted. Equal Opportunity Plan followed. Staff will monitor plan for adherence to Non-discrimination Ordinance.

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

Per Resolution RR-306273, Council approved the Cooperative Agreement with Caltrans, which outlines the City and State responsibilities for the design of Phase 2.

Per Resolution RR-304872, Council approved the Agreement with Rick Engineering for the preparation construction contract plans, specifications and estimate for the reconfiguration of the western ramps.

This item would be heard by the LU&H committee in January.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

The earlier Phase 1 project was presented to the Kearny Mesa Planning Group in 2004. The project will be presented to the Kearny Mesa Planning Group prior to the start of the construction.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Caltrans, and Rick Engineering Company

Heinrichs, Tony

Originating Department

Deputy Chief/Chief Operating Officer

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT, ENTERED INTO EFFECTIVE ON _____, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "CALTRANS",

and the City of San Diego, a body politic and chartered city of the State of California, referred to herein as "CITY".

RECITALS

1. CALTRANS and CITY, collectively referred to as PARTNERS, entered into Agreement No. 11-8329, (AGREEMENT) on January 19, 2011, defining the terms and conditions for Interchange reconfiguration on State Route 163 at Clairemont Mesa Boulevard, referred to as PROJECT.
2. AGREEMENT established CITY as performing work on PROJECT's Phase 2 PSE and Right of Way phases and CALTRANS providing Independent Quality Assurance (IQA).
3. PARTNERS now seek to have CALTRANS perform work not identified as CALTRANS responsibility in AGREEMENT as follows: Circulate, Review, and Prepare Final District PS&E package; Contract Bid Documents Ready To List; and Awarded and Approved Construction Contract; referred to here as REIMBURSED WORK.

IT IS THEREFORE MUTUALLY AGREED

1. Article 76a is added to the AGREEMENT as follows:

"76a. CALTRANS will provide Staff to perform REIMBURSED WORK as requested by CITY, specifically, WBS 3.255; WBS 3.260; WBS 3.265.50; WBS 3.265.55; WBS 3.265.60; and WBS 3.265.65 as shown in the Revised Scope Summary."

2. Article 76b is added to the AGREEMENT as follows:

"76b. PARTNERS will exchange funds for actual costs.

CALTRANS will invoice CITY for \$152,000, as shown in Exhibit A, the estimated amount of REIMBURSED WORK, upon execution of this Amendment.

After PARTNERS agree that all work is complete, CITY will submit final accounting for all REIMBURSED WORK. Based on the final accounting, PARTNERS will refund or invoice as necessary to satisfy the financial commitments in this AGREEMENT."

- 3. All other terms and conditions of said AGREEMENT as already amended shall remain in full force and effect.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF SAN DIEGO

APPROVED

APPROVED

By: _____
LAURIE BERMAN
District Director

By: _____
W. Downs Prior
Principal Contract Specialist

CERTIFIED AS TO FUNDS:

I HEREBY APPROVE the form and legality of the foregoing Amendment.

By: _____
Marlene Davis
District Budget Manager/UP

Jan Goldsmith, City Attorney

By: _____
Ryan Kohut
Deputy City Attorney

REVISED SCOPE SUMMARY

				Description	CALTRANS	CITY	N/A
3				Plans, Specifications, and Estimates (PS&E) - 185, 230, 235, 240, 250, 255, 260, 265		X	
	185			Prepare Base Maps and Plan Sheets for PS&E Development		X	
	230			Prepare Draft Plans, Specifications, and Estimates		X	
	235			Mitigate Environmental Impacts and Clean Up Hazardous Waste		X	
	240			Draft Structures Plans, Specifications, and Estimates		X	
	250			Final Structures Plans, Specifications, and Estimates Package		X	
	255			Circulate, Review, and Prepare Final District Plans, Specifications, and Estimates Package	X		
	260			Contract Bid Documents Ready to List	X		
	265			Awarded and Approved Construction Contract	X		
		50		Contract Ready for Advertising	X		
		55		Advertised Contract	X		
		60		Bids Opened	X		
		65		Contract Award	X		
		70		Executed and Approved Contract			X
		75		Independent Assurance			X
4				Right of Way (RAW) - 195, 200, 220, 225, 245, 300	X	X	
	195			Right of Way Property Management and Excess Land		X	
	200			Utility Relocation		X	
		15		Approved Utility Relocation Plan		X	
		20		Utility Relocation Package		X	
		25		Utility Relocation Management		X	
		30		Utility Close Out		X	
		99		Other Utility Relocation Products		X	
	220			Right of Way Engineering		X	
	225			Obtain Right of Way Interests for Project Right of Way Certification	X	X	
		50		Parcel and Project Documentation		X	
		65		Right of Way Interests	X	X	
		05		Right of Way Appraisals		X	
		10		Right of Way Acquisition		X	
		15		Right of Way Relocation Assistance		X	
		20		Right of Way Clearance		X	
		25		Right of Way Condemnation	X		
	245			Post Right of Way Certification Work		X	
	300			Final Right of Way Engineering		X	

COOPERATIVE AGREEMENT 11-8329 A1
EXHIBIT A

DES Workload Resource Estimate

11-241511

REIMBURSED WORK estimated on Oct/2011

Project Scope

IN SAN DIEGO COUNTY, IN SAN DIEGO FROM 0.6 MI SOUTH TO 0.6 MI NORTH OF CLAIREMONT BOULEVARD
OVERCROSSING

District PS&E	03/12/2012	HQ. Cost \$	60,206
Ready to List	06/15/2012	District Cost \$	91,762
App. Contract	12/18/2012	Total Cost \$	151,968
CCA			

RBS CODE	Reimb. Factor	WBS CODE					Total XPM	Total Reimbursed
		255.05	255.10	255.15	255.20	260		
ENV PLAN-BAK	1.22			1,088			1,088	1,328
ENV PLAN-BAK	1.22			1,040			1,040	1,264
DESIGN-GV	1.22		7,360				7,360	8,960
ENG SVC-MP	1.21	4,080	19,800				27,840	33,745
ENG SVC-MP	1.23	3,960	20,400	2,040			26,400	32,353
ENG SVC-MP	1.22	1,180		1,180			2,360	2,880
TRAFFIC-JH	1.22			1,664			1,664	2,032
CONST-MM	1.22				3,760		3,760	9,200
							75,272	91,762
ENG SVC-HQ	1.21						3,440	4,160
ENG SVC-HQ	1.22				16,500		4,500	25,620
ENG SVC-HQ	1.22						6,800	8,300
ENG SVC-HQ	1.22				5,310		5,310	6,480
ENG SVC-HQ	1.22				2,100		3,150	6,400
ENG SVC-HQ	1.22				2,160		864	3,696
ENG SVC-HQ	1.21				2,135		2,440	5,550
							49,399	60,206

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (Contract H084096) for *Clairemont Mesa Boulevard/State Route 163 (SR) Improvements Project* [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and *Rick Engineering Company* [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-304872, to provide *Professional Services for Clairemont Mesa Boulevard/State Route (SR) 163 Improvements Project* [Project].

B. The City desires to execute a First Amendment to the Agreement for the Consultant to provide additional Professional Services, as indicated in the expanded Scope of Services [Exhibit A-1], for a compensation amount not to exceed *\$152,300.00* with total compensation for services provided under the Agreement not to exceed *\$1,114,800.00*.

C. Consultant desires to provide the services required under this First Amendment.

NOW, THEREFORE, in consideration of the Recitals stated above and incorporated herein by this reference and the mutual obligations of the Parties expressed herein, the Parties agree to modify the Agreement, which is incorporated herein by reference, as follows:

1. Section 1.1 is amended to read as follows:

ADD: "The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibit A-1] at the direction of the City as specifically enumerated in the Compensation and Fee Schedule [Exhibit B-1], and in accordance to the Time Schedule [Exhibit C-1]."

2. 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 First Amendment to the Agreement, in an amount not

to exceed *\$152,300.00* as set forth in the Compensation and Fee Schedule [Exhibit B-1]. The Consultant shall be entitled to compensation for Professional Services under this First Amendment to the Agreement, whether within the Scope of Services or as Additional Services, based on the Compensation and Fee Schedule. For the duration of this First Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Compensation and Fee Schedule. The Total Compensation to Consultant under this Agreement shall not exceed *\$1,114,800.00.*"

3. Article IV is amended to read as follows:

DELETE Section 4.3.1.4 and REPLACE with the following:

ADD: "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 million per claim and \$2 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."

4. ADD: "9. 23 **Equal Benefits Ordinance.** This Agreement is subject to the Equal Benefits Ordinance [EBO]. All consultants are required to complete the Equal Benefits Ordinance Certification of Compliance included herein as Exhibit K Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during

open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements. Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

5. The following attachments are incorporated herein by reference as follows: Exhibits A-1 (Scope of Services), B-1 (Compensation and Fee Schedule), C-1 (Time Schedule) and Exhibit K (Equal Benefits Ordinance Certification of Compliance).

6. The Parties agree that this First Amendment to the Agreement represents the entire understanding of the Consultant and the City and affects only those paragraphs referred to, and all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to the *Clairemont Mesa Boulevard/State Route (SR) 163 Improvements Project* is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Resolution No. _____ authorizing such execution, and by Consultant.

THE CITY OF SAN DIEGO
Mayor or Designee

By _____
W. Downs Prior
Principal Contract Specialist

Date: _____

Rick Engineering Company
By: _____
Kai Ramer
Vice President

Date: NOV. 11, 2011

I HEREBY APPROVE the form and legality of the foregoing Amendment on this _____ day of _____, 20__.

JAN I. GOLDSMITH, City Attorney

By: _____
Ryan Kohut
Deputy City Attorney

EXHIBIT K - Equal Benefits Ordinance Certification of Compliance

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
 202 C Street, MS 9A, San Diego, CA 92101
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: Rick Engineering Company	Contact Name: Cynthia Landau
Company Address: 5620 Friars Road San Diego, CA 92110	Contact Phone: (619) 291-0707
	Contact Email: clandau@rickengineering.com

CONTRACT INFORMATION

Contract Title: Clairemont Mesa Boulevard/SR-163 Improvements	Start Date: May 5, 2009
Contract Number (if no number, state location): H084096	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

- I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Cynthia Landau, Human Resources Director

Name/Title of Signatory

Cynthia Landau
Signature

11-11-11

Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst: Approved Not Approved – Reason:

EXHIBIT A-1

Project Background

Per the original agreement between Caltrans and the City of San Diego (City), Caltrans would issue an encroachment permit upon completion and approval of the plans, specifications, and estimate (PS&E) for the project. Based on recent concerns from Caltrans regarding construction oversight and inspection of the project, Caltrans requested the City to consider the AAA process instead of the permit process. As a result of further considerations and discussions, the City has agreed to Caltrans' request.

Due to this change in PS&E processing, Caltrans will now require additional submittals as part of the AAA process:

- Log-in Review (performed by the Caltrans Office of the Engineer Only);
- Draft Circulation Review (District-wide Circulation plus CADD/Drafting Unit Review);
- Final Plans & Drafting Review;
- PS&E Submittal (Caltrans Headquarters (HQ) Review);
- Post PS&E HQ Coordination and Re-submittal

SCOPE OF WORK

The following summarizes the additional work for the project:

Additional Submittals

As stated above, five (5) additional submittals were identified for the project due to the AAA process.

As part of the original agreement, a "100% Submittal" milestone was designated as the final submittal to Caltrans for approval of the encroachment permit. The AAA process does not require such a submittal though; so the tasks and fees associated with the 100% milestone will now be applied towards the "Log-In Review" and "Draft Circulation Review" submittals. The only exception to the reallocation of this work is in regards to the "CADD/Drafting Unit Review" portion of the "Draft Circulation Review", which was not accounted for in the original agreement. (See "CADD/Drafting Unit Review" section below for details.)

Thus, there will be three (3) additional submittals pertinent to this amendment:

- *Final Plans & Drafting Review;*
- *PS&E Submittal (Caltrans Headquarters (HQ) Review);*
- *Post PS&E HQ Coordination and Re-submittal*

Rick Engineering Company will perform the following tasks for each of these submittals:

- Update all plans, reports, special provisions, and estimates per comments received from Caltrans and City reviews;
- Prepare a Comment/Response Log Form summarizing all comments from Caltrans and the City for each submittal;
- Prepare .pdf files of each submittal document.

Log-In Review:

As part of this submittal, Rick Engineering Company will provide Caltrans with the Project Log-In Submittal Sheet, which summarizes all of the items required for project log-in, as well as all of the necessary documents required per the checklist. Upon review of the checklist, some required items were not accounted for and are considered out-of-scope of the original agreement:

- Right of Way Certification Form;
- Environmental Certification Form;
- Draft Supplemental Work/State-Furnished Material Eligibility Letter;
- Water Source Information Letter;
- Basic Engineering Estimating System (BEES);
- Critical Path Method (CPM) Construction Schedule.

Caltrans will provide Rick Engineering Company all forms and sample letters/schedule (electronic format and/or hard copy) of the items listed above. Rick Engineering Company will prepare an opinion of probable construction costs for the project utilizing the latest Caltrans Cost Data Codes. Caltrans will also assist Rick Engineering Company and input all data into the BEES. Microsoft Project will be utilized to develop a CPM construction schedule.

CADD/Drafting Unit Review

The Caltrans CADD/Drafting Unit will review the electronic files of the project plans and an 11" X 17" hard copy of the plans in accordance with Caltrans Plans Preparation Manual Guidelines and the Caltrans CADD User Manual Standards.

Rick Engineering Company will prepare the project files for the Caltrans CADD/Drafting Unit Review.

CADD/Drafting Unit reviewers will provide the City with drafting redlines and CADD comments appropriate for working files along with guidance to develop the end product for PS&E submittal.

Stage Construction Revisions:

Caltrans reviewed the 90% submittal plans based on the constructability of the project. Upon their initial review of the Stage Construction and Traffic Handling Plans, Caltrans recommended minor changes to the construction staging/phases and also the traffic control design. Rick Engineering Company and the City agreed to the recommendations and the plans would be revised accordingly.

After this decision was made, another constructability review was performed by one of Caltrans' Senior Construction Engineers, Mohammed Khan. Mr. Khan suggested changes that would completely change the initial, stage construction concept and design. Since the project is now following the AAA process, Caltrans requested that the plans be revised based on the concept proposed by Mr. Khan. The City agreed with Caltrans to make this change and Rick Engineering Company will revise the plans accordingly.

Meetings and Project Coordination

It is anticipated that eight (8) additional, Project Development Team (PDT) meetings and eight (8) additional, project-related meetings will be needed. Additional costs will be incurred for meetings above the specified amount.

AAA Processing is inclusive to the project coordination fee.

Bid and Construction Support/As-Builts:

Bid Support:

Assist the City of San Diego in the construction bid process for the project. In particular, Rick Engineering Company will assist the City in responding to any Contractor Request for Information (RFI) during the bid process.

Construction Support:

Rick Engineering Company will assist the City and Caltrans with any Contractor RFI's throughout the duration of the project's construction. Rick Engineering Company will prepare a complete RFI Document Report and provide a copy to the City and Caltrans at the end of construction. It will be the responsibility of the Caltrans' Resident Engineer to provide Rick Engineering Company with any other construction-related changes for inclusion into the RFI report.

As-Builts:

Rick Engineering Company will assist Caltrans and the City in the preparation of As-Builts for the project. Caltrans and the City will provide all appropriate redlines for inclusion into the As-Built plan set. Rick Engineering Company will also incorporate any formal changes per the RFI Document Report into the As-Built Plans. Rick Engineering Company will field verify all provided information.

The following As-Built documents will be provided to the City and Caltrans:

- As-Built Electronic Files
- As-Built PDF files
- As-Builts Plans (Half-size Hard Copies)

Additional costs will be incurred for any additional item not listed above.

Exclusions:

Exclusions are the same as the original agreement. Services that are excluded can be provided at an additional cost.

COMPENSATION AND FEE SCHEDULE

CITY OF SAN DIEGO
SR-163 @ Clairemont Mesa Blvd. Interchange Project, Phase 2
Amendment No. 1

FEE SUMMARY

TASK DESCRIPTION	TOTAL
1. Additional Submittals	\$80,600.00
2. CADD/Drafting Unit Review	\$11,900.00
3. Stage Construction & Traffic Handling Design & Plan Revisions	\$8,600.00
4. Meetings & Coordination	\$16,500.00
5. Bid and Construction Support	\$27,100.00
SUB-TOTAL COST	\$144,700.00
SUB-TOTAL, DIRECT EXPENSES	\$7,600.00
TOTAL COST:	\$152,300.00

TIME SCHEDULE

Milestone	Task Duration (*)	Task Duration Completion (from Contract Amendment NTP)
Phase 1:		
1. Final Plans and Drafting Review	2 months	2 months
2. PS&E Submittal (Caltrans HQ Review)	2 months	4 months
3. Post PS&E HQ Submittal	1 month	5 months

(*) Does not include Agency review time