

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000005440
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Works/Engineering-ROW	DATE: 07/05/2012
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SUBJECT: Amendment #3 to Caltrans Cooperative Agreement for the improvements on La Jolla Village Drive and Interstate 805 Interchange, CIP S-00857

PRIMARY CONTACT (NAME, PHONE): Marnell Gibson, 619-533-5213 M.S. 908A	SECONDARY CONTACT (NAME, PHONE): Abi Palaseyed, 619-533-4654 M.S. 908A
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	400080				
DEPT / FUNCTIONAL AREA	OTHR-00000000-TR				
ORG / COST CENTER	2113120013				
OBJECT / GENERAL LEDGER ACCT	512025				
JOB / WBS OR INTERNAL ORDER	S-00857.06.02				
C.I.P./CAPITAL PROJECT No.	S-00857				
AMOUNT	\$1,900,000.00	0.00	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): Approved Cooperative Agreement - \$19,449,000
 Amendment #1 - Time Extension
 Amendment #2 - (\$4,872,500) Credit
 This request for Amendment #3 - \$1,900,000
 Total - \$16,476,500

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	Comptroller	Heinrichs, Tony	7/24/2012
Facilities Financing	CFO		
Equal Opportunity Contracting	DEPUTY CHIEF		
Liaison Office	COO		
Financial Management	CITY ATTORNEY		
	COUNCIL		

		PRESIDENTS OFFICE			
PREPARATION OF:	<input type="checkbox"/> RESOLUTIONS	<input checked="" type="checkbox"/> ORDINANCE(S)	<input type="checkbox"/> AGREEMENT(S)	<input type="checkbox"/> DEED(S)	
<p>1. The Mayor or designee is authorized to execute the Amendment #3 to the Cooperative Agreement with Caltrans for the reconstruction of La Jolla Village Drive and Interstate I-805 Interchange in CIP S-00857, La Jolla Village Drive - Interstate 805 Ramps, in an amount not to exceed \$1,900,000; and</p> <p>2. The Chief Financial Officer is authorized to expend an amount not to exceed \$1,900,000 from CIP S-00857, La Jolla Village Drive - Interstate 805 Ramps, Fund 400080, North University City Facilities Benefit Assessment, for the purposes of executing this Amendment to the Agreement.</p>					
STAFF RECOMMENDATIONS:					
Approve the Ordinances					
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)					
COUNCIL DISTRICT(S):	1, 5, & 7				
COMMUNITY AREA(S):	University City				
ENVIRONMENTAL IMPACT:	This activity is adequately addressed in EIR/EIS No. 91-0397, Nobel Drive Extension I-805 Interchange and Extension Project SCH No. 91051062 certified by the City Council per resolution No. R-290810 dated October 5, 1998 and is part of a series of subsequent discretionary actions, and therefore not considered to be a separate project for purposes of CEQA review as defined in State CEQA Guidelines Section §15378(c). Pursuant to Section (21166 or 15162) of CEQA, and there is no changes in circumstances, additional information, or project changes to warrant additional environmental review.				
CITY CLERK INSTRUCTIONS:	This item is subject to Charter Section 99 (10 day published notice, approval by Ordinance and 6 votes required)				

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 07/05/2012

ORIGINATING DEPARTMENT: Public Works/Engineering-ROW

SUBJECT: Amendment #3 to Caltrans Cooperative Agreement for the improvements on La Jolla Village Drive and Interstate 805 Interchange, CIP S-00857

COUNCIL DISTRICT(S): 1, 5, & 7

CONTACT/PHONE NUMBER: Marnell Gibson/619-533-5213 M.S. 908A

DESCRIPTIVE SUMMARY OF ITEM:

The original cooperative agreement with Caltrans stipulates that the City is responsible for all costs associated with the administration and construction cost of the project. This Third amendment to the original cooperative agreement would authorize additional administrative and construction cost related to this interchange improvements project.

STAFF RECOMMENDATION:

Approve the Ordinances

EXECUTIVE SUMMARY OF ITEM BACKGROUND: The original project proposes to reconstruct improvements to La Jolla Village Drive and Interstate 805 interchange in order to improve traffic operations and better accommodate traffic, pedestrians and bicyclists within the interchange area.

In 2006 the City entered into a cooperative agreement with Caltrans to advertise, award and administer the construction of the project. Subsequently, Amendment #1 extended the expiration date of the agreement and Amendment #2 authorized a credit to the agreement. The credit was realized because the low bidder was approximately 30% under the engineer's estimate. Currently, the project is nearing completion.

The proposed Amendment #3 is for the additional costs due to unforeseen changes and to meet agency requirements. Some of the changes/requirements include but are not limited to the following:

1. Maintaining the street lighting and ramp metering system for the modified staging of construction.
2. Additional asphalt base and surface removal due to environmental requirements.
3. Additional concrete barrier rail required to meet safety requirements.
4. Additional cost due to oil price escalation as stated in the contract.
5. Additional asphalt paving required due to the unanticipated degradation of the existing streets during construction.
6. Lowering of existing utilities that were discovered upon excavation.
7. Additional grading and drainage facilities needed to match existing field conditions.
8. Additional construction management and design costs required to implement the contract changes.

FISCAL CONSIDERATIONS: Funding to execute a Third amendment to the original cooperative agreement with Caltrans is in CIP S00857, La Jolla Village Drive and Interstate I-805 Interchange, Fund 400080, North University City Facilities Benefit Assessment, for the purpose of additional administrative and construction cost contingent upon the Chief Financial Officer furnishing a certificate certifying that the funds necessary for expenditures are, or will be, on deposit with the City Treasurer.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE): This Amendment #3 to the Cooperative Agreement is not subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and is subject to the City's Non-Discrimination Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

On November 22, 2006 per Resolution RR-302079 the City entered into a Cooperative Agreement with Caltrans for the reconstruction of La Jolla Village Drive and Interstate 805 Interchange Project.

On January 11, 2011 City Council approved Amendment #1 to the Cooperative Agreement per Ordinance 20021.

On March 15, 2011 City Council approved Amendment #2 to the Cooperative Agreement per Ordinance 20032.

The subject item will be presented to the LU&H committee on September 26, 2012.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: The project team has kept the University City Planning Group informed about the status of the project.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Caltrans, City of San Diego, Caltrans, AECOM, and University City Planning Group

Heinrichs, Tony
Originating Department

Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:

August 14, 2012

SUBJECT: Amendment #3 to Caltrans Cooperative Agreement for the improvements on La Jolla Village Drive and Interstate 805 Interchange, CIP S-00857

GENERAL CONTRACT INFORMATION

Recommended Contractor: Caltrans

Amount of this Action: \$ 1,900,000
Cumulative Amount: \$ 16,476,500

Funding Source: City of San Diego

Goal: N/A

SUBCONTRACTOR PARTICIPATION

There is no subcontractor participation determined at this time.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Caltrans is a Government Agency, and as such, is exempt from submitting Work Force Reports. Refer to San Diego Municipal Code Section 22.2703 (b).

This agreement is not subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708).

This agreement is subject to the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

City entered into a cooperative agreement with Caltrans to advertise, award, and administer the reconstruction of improvements to La Jolla Village Drive and Interstate 805 interchange.

CS

AMENDMENT NO. 3 TO AGREEMENT

THIS AMENDMENT NO. 3 TO AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 2012, is between the **STATE OF CALIFORNIA**, acting by and through its Department of Transportation, referred to herein as “**STATE**”,

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

RECITALS

1. The parties hereto entered into an Agreement (Document No.302079, District Agreement Number 11-0621) on January 10, 2007, said Agreement stated CITY proposes highway improvements consisting of widening of bridge overpass and improvements to the interchange ramps of Interstate 805 and La Jolla Village Drive, referred to herein as "PROJECT". ,
2. Under the Agreement STATE will advertise, award, and administer the construction contract. CITY is willing to fund one hundred percent (100%) of all PROJECT construction costs. CITY also is willing to fund one hundred percent (100%) of all PROJECT construction engineering costs, except for the quality assurance and resident engineer services provided by STATE.
3. The parties also entered into an Amendment No. 1 to Agreement on December 31, 2010 to extend termination date from December 31, 2010 to August 31, 2015.
4. The parties again entered into an Amendment No. 2 to Agreement on March 15, 2011 to reflect revised Construction Capital and Construction Support costs.
5. The purpose of this Amendment No. 3 to Agreement is to reflect current revised Construction Capital and Construction Support costs as shown in the Revised Exhibit A dated June 13, 2012, attached to and made a part of the original Agreement and to add billing articles requiring STATE to bill CITY upon execution of this Amendment No. 3 and CITY to deposit with STATE upon receipt of billing the amount of \$1,900,000, said amount representing increase in the estimates of the Construction costs.

IT IS THEREFORE MUTUALLY AGREED

6. STATE will invoice CITY the amount of \$1,900,000 upon execution of this Amendment No.3; said amount represents increase in the estimates of the Construction Capital and Construction Engineering costs as shown in the Revised Exhibit A dated June 13, 2012.
7. CITY will deposit with STATE the amount of \$1,900,000 within 45 days of receipt of invoice, said amount represents increase in the estimates of the Construction Capital and Construction Engineering costs as shown in the Revised Exhibit A dated June 13, 2012.
8. All other terms and conditions of said Agreement (11-0621, Document No. 302079) as amended shall remain in full force and effect.

9. This Amendment No. 3 to Agreement No. 11-0621 is hereby deemed to be a part of Document No. 302079.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF SAN DIEGO

APPROVED

APPROVED

By: _____
LAURIE BERMAN
District Director

By: _____
Mayor or Designee

CERTIFIED AS TO FUNDS

District Budget Manager/UP _____

APPROVED AS TO FORM AND PROCEDURE

APPROVED AS TO FORM AND PROCEDURE

City Attorney/Deputy City Attorney

Attorney
Department of Transportation

ATTEST

CERTIFIED AS TO FINANCIAL TERMS
AND CONDITIONS

City Clerk

Accounting Administrator
Reimbursements Section

REVISED EXHIBIT A (June 13, 2012)

Project is 100% locally funded

Construction Capital Cost estimate in original coop	<u>\$17,243,000</u>
Construction Capital Cost estimate in Amendment #2	\$12,995,920
State-furnished materials	<u>728,000</u>
Total	<u>\$13,723,920</u>
	Say \$13,724,000
Current Construction Capital Cost (Amendment #3)	\$14,424,000
Additional Construction Capital Costs (Amendment #3)	\$700,000
Construction Engineering estimate in original coop	\$1,400,000
Construction Engineering estimate in amendment 2	\$ 852,500
Current Construction Engineering estimate	\$2,052,500
Additional Engineering costs (Amendment #3)	\$1,200,000
Total additional funds needed:	\$700,000 + \$1,200,000 = \$1,900,000

**The City of San Diego
COMPTROLLER'S CERTIFICATE**

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING **CC** 3000005440
DEPT.
NO. 2112

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____
COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Grant	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: _____ \$1,900,000.00

Vendor: CALTRANS

Purpose: To authorize expenditure not to exceed \$1,900,000 to CALTRANS for the Third Amendment to the Cooperation Agreement for Interstate 805 and La Jolla Village Drive project.

Date: October 3, 2012 By: James Long
COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001	400080	S00857		OTHR-00000000-TR	512025	2113		S-00857.06.01.02	\$1,900,000.00
TOTAL AMOUNT									\$1,900,000.00

FUND OVERRIDE

CC 3000005440

108
11/14/06

RESOLUTION NUMBER R- 302079

DATE OF FINAL PASSAGE NOV 22 2006

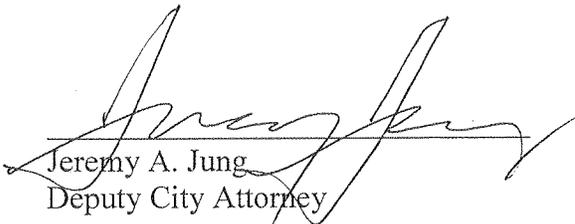
BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor or his designee, is authorized to enter into a Cooperative Agreement [Cooperative Agreement] with the State of California for the reconstruction of I-805/La Jolla Village Drive Interchange, under the terms and conditions of the document on file in the Office of the City Clerk as Document RR- 302079 ; and

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to expend an amount not to exceed \$19,449,000 from Fund 79001 for the purpose of providing funds for the Cooperative Agreement, provided that the Auditor and Comptroller first certifies that sufficient funds are available; and

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves; and

BE IT FURTHER RESOLVED, this activity is covered and adequately addressed under the Nobel Drive Extension (I-805) approval (EIR/EIS No. 91-0397) and there are no changes in circumstance, additional information, or project changes to warrant additional environmental review.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By 
Jeremy A. Jung
Deputy City Attorney

JAJ:cla
10/25/06
Aud.Cert.: 2700280
Or.Dept: E&CP
R-2007-464

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of NOV 14 2006.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 11-22-06
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

Passed by the Council of The City of San Diego on November 14, 2006 , by the following vote:

YEAS: **PETERS, FAULCONER, ATKINS, YOUNG, MAIENSCHIN, FRYE, MADAFFER, HUESO.**

NAYS: **NONE.**

NOT PRESENT: **NONE.**

INELIGIBLE: **NONE.**

AUTHENTICATED BY:

JERRY SANDERS

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

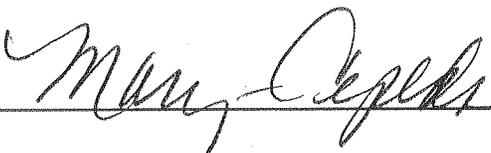
By: Mary Cepeda , Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R- 302079 , approved by the Mayor of The City of San Diego, California on November 22, 2006 .

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By:  , Deputy

ORIGINAL

11-SD-805
KP 40.9/42.4
EA 089753/4
Agreement No. 11-0621
I 805 La Jolla Village
Drive Interchange
Reconstruction

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON JANUARY 10, 2007, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and

CITY OF SAN DIEGO, a body politic and a municipal corporation of the State of California, referred to herein as "CITY".

RECITALS

1. CITY proposes highway improvements consisting of widening of bridge overpass and improvements to the interchange ramps of Interstate 805 and La Jolla Village Drive, referred to herein as "PROJECT".
2. STATE is authorized to do all acts necessary, convenient, or proper for the construction or improvement of all highways under its jurisdiction, possession, or control.
3. CITY is authorized to plan, design, acquire right of way, and construct CITY projects over and under the State Highway system.
4. STATE and CITY are public agencies authorized under the Streets and Highways Code section 130 to enter into an agreement under which STATE will advertise, award, and administer the construction contract.
5. CITY is willing to fund one hundred percent (100%) of all PROJECT construction costs, estimated to be \$18,049,000 as shown in Exhibit A, attached to and made a part of this Agreement.
6. CITY also is willing to fund one hundred percent (100%) of all PROJECT construction engineering costs, estimated to be \$1,400,00 as shown in Exhibit A, except for the quality assurance and resident engineer services provided by STATE.

DOCUMENT NO. RL-302079
FILED NOV 14 2006
OFFICE OF THE CITY CLERK

7. The purchase of rights of way, the handling of known utility relocation, and preliminary and design engineering for PROJECT have been subjects of a separate prior Cooperative Agreement (District Agreement #11-8230, Document #295608) dated December 31, 2001.
8. The parties hereto to define the terms and conditions under which PROJECT is to be constructed, financed, and maintained.

SECTION I

STATE AGREES:

1. To provide labor, materials, tools, and equipment for PROJECT including advertising, award, contract administration, and such other construction engineering as may be required for the satisfactory completion of PROJECT.
2. To provide quality assurance activities and resident engineer services at no cost to CITY.
3. To provide construction staking and surveying, materials source inspection, and independent assurance sampling and testing at CITY's expense.
4. To construct PROJECT by contract in accordance with the Plans, Specifications, and Estimates (PS&E) prepared by CITY and accepted by STATE.
5. To establish a separate account or accounts for PROJECT to accumulate charges for all costs to be paid by CITY pursuant to this Agreement.
6. To submit to CITY a billing for a deposit in the amount of \$1,055,000 fifteen (15) days prior to STATE's bid advertising date for a contract to construct PROJECT. Said deposit represents one (1) month of the estimated construction costs, estimated to be \$907,600 and two (2) months of the estimated construction engineering costs, estimated to be \$147,400. Thereafter, STATE shall prepare and submit to CITY monthly billing statements for the estimated expenditures for construction costs and construction engineering costs to maintain one (1) month estimated construction cost and two (2) months estimated construction engineering costs in advance as construction of PROJECT proceeds.
7. To submit to CITY a monthly construction progress report, which describes the work, performed and completed during the reporting period with pertinent contract data such as change orders issued, and cumulative costs of change orders.
8. To provide CITY quarterly reports of actual PROJECT expenditures and an accounting of advance deposits made by the CITY.

9. To allow on the site of PROJECT, at no cost to STATE, a field site representative of CITY who is a qualified, licensed Civil Engineer in the State of California, to represent CITY during the construction of PROJECT. STATE's Resident Engineer and CITY's representative shall cooperate and consult with each other, but the decision of STATE's Resident Engineer shall be final. CITY's representative shall have no dealings with STATE's contractor or with the public, local agencies, etc., without prior consent of STATE's Resident Engineer.
10. To consult with CITY on all change orders for PROJECT with an estimated cost over \$50,000 before implementation except when the safety of motorists and/or pedestrians or the protection of property requires the immediate issuance of that change order.
11. Upon completion of PROJECT, final accounting and all work incidental thereto, to furnish CITY with a detailed statement of the total actual costs of construction and construction engineering for PROJECT, including the costs of any claims related to the construction contract which have been allowed to the construction contractor pursuant to the construction contract administrative claims process or arbitration, and claims-related defense costs incurred by STATE. STATE thereafter shall refund to CITY (promptly after completion of STATE's final accounting of costs for PROJECT) any amount of CITY's payments STATE is holding after actual costs to be borne by CITY have been deducted shall bill CITY for any additional amount required to complete CITY's financial obligations assumed pursuant to this Agreement.
12. Upon completion of work under this Agreement, STATE will assume maintenance and the expense thereof for any part of PROJECT located within the existing State Highway right of way in accordance with the provisions of the freeway agreements and freeway maintenance agreements presently in effect or as may be executed or modified hereafter and to make no claim against CITY for any portion of such maintenance expense.
13. To retain, or cause to be retained for audit by CITY's auditors, for a period of three (3) years from the date of processing, the final detailed statement for the costs of PROJECT, all records and accounts of STATE relating to the construction of PROJECT, and to make such materials available at STATE's District 11 Office. Copies thereof shall be furnished to CITY, if requested by CITY, at CITY's cost.
14. To provide CITY with a monthly listing of noticed potential claims received from the contractor and the status of outstanding claims for PROJECT.
15. To use STATE's construction contract claims process in consultation with CITY and to notify CITY within three (3) days upon receipt of claims for PROJECT by providing a copy of the contractor's reply to the "Proposed Final Estimate" setting forth such a claim.

16. To prepare the "Proposed Final Estimate" no later than sixty (60) days after STATE's acceptance of the PROJECT construction contract in accordance with Section 7-1.17 of STATE's current Standard Specifications or advise CITY of the alternative date for that submittal.
17. To provide, at CITY's expense, any "State-furnished materials" as shown on the plans and as provided in the Special Provisions for PROJECT. STATE will submit a billing to CITY in the amount of \$806,000, as shown in Exhibit A, representing the estimated cost of said "State-furnished materials" within forty-five (45) days of receipt of CITY's request. Upon subsequent receipt by STATE of CITY's payment, these materials will be available to CITY.
18. STATE's Contact Ed Hajj, Project Manager
 Department of Transportation, District 11
 4050 Juan Street
 San Diego, CA 92110
 (619) 220-5433

SECTION II

CITY AGREES:

1. To deposit with STATE within twenty (20) working days of receipt of billing from STATE (which billing will be forwarded fifteen (15) days prior to STATE's bid advertising date for a contract to construct PROJECT) the amount of \$1,055,000. Said deposit represents one (1) month of the estimated construction costs, estimated to be \$907,600 and two (2) months of the estimated construction engineering costs, estimated to be \$147,400. Thereafter, to deposit with STATE within twenty (20) working days of receipt of billing from STATE, for two (2) months estimated construction engineering costs and one (1) month estimated construction costs and to continue making such advance deposits of estimated expenditures on a monthly basis until the completion of PROJECT.
2. To bear one hundred percent (100%) of the total actual construction costs of PROJECT, including:
 - a. The cost of materials to be furnished by STATE, supplemental work, change orders, claims related to the construction contract paid to the construction contractor.
 - b. The costs as a result of STATE's administrative claims process and/or as an award in arbitration, and the cost of STATE's defense of all PROJECT-related claims, which may be filed by said contractor.

The actual construction costs of PROJECT shall be determined only after completion of all work, the closure of all claims, and upon final accounting of all costs for PROJECT.

3. To bear one hundred percent (100%) of the actual construction engineering costs, which are estimated to be \$1,400,000. Said construction engineering costs shall include:
 - a. The costs of construction staking and surveying, materials source inspection, independent assurance sampling and testing to be done by STATE.
 - b. The costs of personnel resources and their equipment and all direct and indirect costs (functional and administrative overhead assessment) attributable to construction engineering applied in accordance with STATE's standard accounting procedures.

The actual construction engineering costs of PROJECT shall be determined only after completion of all work, the closure of all claims, and upon final accounting of all costs for PROJECT.

4. To provide, at no cost to STATE, a qualified full time support staff and three (3) full time Transportation Engineers as site inspectors subject to approval of STATE and other resources necessary to accomplish construction of PROJECT. All resources provided by CITY and STATE shall be coordinated by and be under the specific direction of STATE's Resident Engineer.
5. CITY's initial total obligation of the PROJECT is estimated to be \$19,449,000 including \$1,400,000 estimated for construction engineering costs and \$18,049,000 for construction cost. This amount is subject to be increased to cover:
 - a. The cost of additional utility protection, relocation or removal as provided in Article 12 of Section III of this Agreement.
 - b. The costs for remedy and/or remedial action of hazardous substance or contaminated sites, and to cover the costs of protecting cultural, archaeological, paleontological, or other protected materials as is provided for in Articles 13 and 14 of Section III of this Agreement.
 - c. The costs in excess of the initial estimated total PROJECT construction and construction engineering costs.
6. To not dispute the amount of differences on monthly billings, which are future estimates.
7. To pay STATE after completion of all work and within twenty-five (25) working days after receipt of a detailed statement made upon final accounting of costs, therefore, any amount over and above the aforementioned deposits in Article 1 of this Section II, required to complete CITY's financial obligations assumed pursuant to this Agreement.

3. To bear one hundred percent (100%) of the actual construction engineering costs, which are estimated to be \$1,400,000. Said construction engineering costs shall include:
 - a. The costs of construction staking and surveying, materials source inspection, independent assurance sampling and testing to be done by STATE.
 - b. The costs of personnel resources and their equipment and all direct and indirect costs (functional and administrative overhead assessment) attributable to construction engineering applied in accordance with STATE's standard accounting procedures.

The actual construction engineering costs of PROJECT shall be determined only after completion of all work, the closure of all claims, and upon final accounting of all costs for PROJECT.

4. To provide, at no cost to STATE, a qualified full time support staff and three (3) full time Transportation Engineers as site inspectors subject to approval of STATE and other resources necessary to accomplish construction of PROJECT. All resources provided by CITY and STATE shall be coordinated by and be under the specific direction of STATE's Resident Engineer.
5. CITY's initial total obligation of the PROJECT is estimated to be \$19,449,000 including \$1,400,000 estimated for construction engineering costs and \$18,049,000 for construction cost. This amount is subject to be increased to cover:
 - a. The cost of additional utility protection, relocation or removal as provided in Article 12 of Section III of this Agreement.
 - b. The costs for remedy and/or remedial action of hazardous substance or contaminated sites; and to cover the costs of protecting cultural, archaeological, paleontological, or other protected materials as is provided for in Articles 13 and 14 of Section III of this Agreement.
 - c. The costs in excess of the initial estimated total PROJECT construction and construction engineering costs.
6. To not dispute the amount of differences on monthly billings, which are future estimates.
7. To pay STATE after completion of all work and within twenty-five (25) working days after receipt of a detailed statement made upon final accounting of costs therefore, any amount over and above the aforementioned deposits in Article 1 of this Section II, required to complete CITY's financial obligations assumed pursuant to this Agreement.

8. Upon execution of this Agreement, to certify that CITY funds are budgeted for the total cost of PROJECT.
9. STATE's construction contract claims process will be used for all PROJECT-related claims made by the construction contractor, with STATE acting as the lead agency in consultation with CITY, and CITY shall abide by the outcome of said claims process. In the event that arbitration under the provisions of Public Contract Code section 10240 et seq. results from that contract claims process, STATE will act as the lead agency in arbitration unless otherwise mutually agreed to by STATE and CITY.
10. Upon completion of work under this Agreement, at CITY's expense, CITY shall:
 - a. Replace and/or repair, within the existing State Highway right of way, existing landscape and irrigation systems damaged or removed by PROJECT.
 - b. Finish graded disturbed slopes to allow landscape and irrigation work to be completed within sixty (60) days initial grading.
 - c. Perform a functional test of irrigation systems prior to a minimum one (1) year plant establishment period.
 - d. Maintain water supply to areas outside PROJECT limits affected by this PROJECT or replace plants damaged by lack of water in adjacent areas as a result of the interruption of the water supply.
 - e. Maintain the PROJECT landscape and irrigation system for an additional period of 4 years (Construction contract includes a one year plant establishment).

If CITY does not maintain the PROJECT landscape and irrigation system at an acceptable standard, STATE shall maintain that landscape and irrigation system at CITY's expense.

11. To provide written notice to STATE requesting any "State-furnished materials" as shown on the plans and as provided in the Special Provisions for PROJECT. CITY shall deposit with STATE in the amount of \$806,000 within twenty (20) days of receipt of STATE's billing. Upon receipt by STATE of CITY's payment, these materials will be made available to CITY.
12. CITY's Contact: Mark S. Koll, Associate Civil Engineer
City of San Diego
1010 Second Ave. Suite 1200 M-S 612
San Diego, CA 92110
(619) 533-3669

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of the resources by the Legislature in the annual State Budget Act and the obligations of CITY under the terms of this Agreement are subject to the appropriation of the resources by its Council.
2. Should any portion of PROJECT be financed with Federal funds or State gas tax funds, all applicable laws, rules, and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.
3. STATE's goal for the utilization of Disadvantaged Business Enterprise (DBE) will be included in the construction contract for PROJECT. The contract goal will be based on a technical analysis of contract items and certified DBE subcontractors in the area. STATE will award the construction contract to the lowest responsible bidder who meets the goal or who made, in the sole judgment of STATE, a good faith effort to do so.
4. STATE shall not advertise for bids for the construction contract for PROJECT until after this Agreement is executed by both parties thereto. STATE shall also not advertise for bids for a contract to construct PROJECT until CITY delivers to STATE control and/or possession to all necessary rights of way, free and clear of all encumbrances detrimental to STATE's present and future uses, at the time of CITY's certification of rights of way ready for construction. Acceptance of said title by STATE is subject to a review of a Policy of Title Insurance in the name of the State of California to be provided and paid by CITY.
5. Prior to advertising for bids for the construction contract for PROJECT, CITY may terminate this Agreement, in writing, provided that CITY pays STATE for all costs related to termination of PROJECT incurred by STATE under the terms of this Agreement.
6. If, upon opening of bids for the construction contract for PROJECT, it is found that the lowest responsible bid is not more than ten percent (10%) over the Engineer's Estimate, STATE and CITY may conduct a joint review of the bids immediately following opening of the bids and prior to submittal of STATE's District 11 letter of recommendation to award to STATE's Office Engineer in Sacramento, if so requested by CITY. After the joint review, and within the time allowed for award, STATE may then award the construction contract for PROJECT.
7. If upon review of the aforementioned bids, CITY, by written notice to STATE's District 11 office, elects to not proceed with PROJECT, thereby causing STATE to reject all bids, CITY agrees to pay STATE for all costs related to termination of PROJECT incurred by STATE, including all legal costs and damages resulting from rejection of all bids for the PROJECT construction contract.

8. If, upon opening bids for the construction contract for PROJECT, it is found that the lowest responsible bid exceeds the Engineer's Estimate by more than 10 percent (10%), STATE and CITY shall consult upon a course of action. If, after fifteen (15) days, a course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent pursuant to Article 9 of this Section III.
9. If termination of this Agreement is by mutual consent, CITY will bear one hundred percent (100%) of all PROJECT-related costs incurred by STATE pursuant to this Agreement.
10. After award of the construction contract for PROJECT, should CITY, after a request by STATE, not fulfill its funding commitments specified in Articles 2, 3, and 4 of Section II of this Agreement or not authorize funding beyond the amount specified in Article 5 of Section II of this Agreement, STATE shall ensure that all operating roadways are in a safe and satisfactory permanent operating condition and shall then cease work on PROJECT. Costs incurred by STATE pursuant to this Agreement in excess of payments made by CITY will be billed to CITY and are subject to payment by CITY within thirty (30) days or STATE, acting through the State Controller, may withhold an equal amount from future apportionments due CITY from the Highway User Tax Fund.
11. During the construction of PROJECT, CITY may, at no cost to STATE, furnish a representative, if it so desires. While said representative and STATE's Resident Engineer will cooperate and consult with each other, the decisions of STATE's Resident Engineer shall prevail as final, binding, and conclusive in all matters concerning the construction contract for PROJECT.
12. If unknown existing public and/or private utility facilities are discovered during construction of PROJECT, or if there is a significant change required in any approved utility relocation plan, the provisions of STATE's current Standard Specifications Section 8-1.10 (Utilities and Non-Highway Facilities) shall apply. STATE will make all necessary arrangements with the owners of such facilities for the protection, relocation, or removal of the discovered utility facilities in accordance with STATE's policy and procedures for those facilities located within the limits of work providing for the improvement to the State highway and in accordance with local jurisdiction's policy for those facilities located outside of the limits of work for the improvement to the State highway. The cost of the protection, relocation, or removal shall be apportioned between the owner of the utility facility and CITY in accordance with STATE's policy and procedure. STATE shall require any utility owner performing relocation work in the State highway right of way to obtain an encroachment permit from STATE prior to the performance of said relocation work. The requirements of the most current version of STATE's "Policy on High and Low Risk Underground Facilities Within Highway Rights of Way" shall be fully complied with. Any relocated or new facilities shall be correctly shown and identified on the "As-Built" plans for PROJECT.

13. If cultural, archaeological, paleontological or other protected materials are encountered during construction of PROJECT, STATE shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material.
14. Any hazardous material or contamination of an HM-1 category found within the existing State highway right of way during construction requiring remedy or remedial action, as defined in Division 20, Chapter 6.8 et seq. of the Health and Safety Code, shall be the responsibility of STATE. Any hazardous material or contamination of an HM-1 category found within the local road right of way during construction requiring the same defined remedy or remedial action shall be the responsibility of CITY. For the purpose of the Agreement, hazardous material of HM-1 category is defined as that level or type of contamination which State or Federal regulatory control agencies having jurisdiction have determined must be remediated by reason of its mere discovery regardless of whether it is disturbed by PROJECT or not. STATE shall sign the HM-1 manifest and pay all costs for remedy or remedial action within the existing State highway right of way, except that if STATE determines, in its sole judgment, that STATE's cost for remedy or remedial action is increased as a result of proceeding with construction of PROJECT, that additional cost identified by STATE shall be borne by CITY. CITY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. STATE will exert every effort to fund the remedy or remedial action for which STATE is responsible. In the event STATE is unable to provide funding, CITY will have the option to either delay further construction of PROJECT until STATE is able to provide funding or CITY may proceed with the remedy or remedial action at CITY's expense without any subsequent reimbursement by STATE.
15. The remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within and outside the existing State highway right of way during construction shall be the responsibility of CITY, at CITY's expense, as a result of proceeding with construction of PROJECT. For the purposes of this Agreement any hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed or otherwise protected in place should PROJECT had not proceeded. CITY shall sign any HM-2 manifest if construction of PROJECT proceeds and HM-2 material must be removed in lieu of being treated in place.
16. If hazardous material or contamination of either HM-1 or HM-2 category is found during construction on new right of way acquired by or on account of CITY for PROJECT, CITY shall be responsible, at CITY's expense, for all required remedy or remedial action and/or protection in the absence of a generator or prior property owner willing and prepared to perform that corrective work.
17. Locations subject to remedy or remedial action and/or protection include utility relocation work required for PROJECT. Costs for remedy and remedial action and/or

protection shall include but not be limited to, the identification, treatment, protection, removal, packaging, transportation, storage, and disposal of such material.

18. The party responsible for funding any hazardous material cleanup shall be responsible for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by CITY on the State highway right of way shall be pre-approved by STATE and shall be performed in accordance with STATE's standards and practices and those standards mandated by the Federal and State regulatory agencies.
19. Additional costs arising out of any or all of the situations described above in Articles 12 through 18 of this Section III shall be borne by CITY as part of the costs of PROJECT which CITY is funding one hundred percent (100%). STATE may be required to stop work on PROJECT until additional funding is provided by CITY and/or restore the site of PROJECT to a condition of safe operation using then unexpended funds for PROJECT if those additional funds are not made available for PROJECT.
20. Upon completion of all work under this Agreement, ownership and title to all materials, equipment and appurtenances (other than utilities) installed under PROJECT within the State highway right of way will automatically be vested in STATE, and no further agreement will be necessary to transfer ownership to STATE, and materials, equipment and appurtenances installed outside of the State highway right of way will be automatically vested in CITY. No further agreement will be necessary to transfer ownership as hereinabove stated.
21. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of State highways and public facilities different from the standard of care imposed by law.
22. Neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4, CITY shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by CITY in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
23. Neither CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code section

895.4, STATE shall fully defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by STATE in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.

24. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Except as otherwise provided in Articles 5, 7, and 9 of this Section III, those portions of this Agreement pertaining to the construction of PROJECT shall terminate upon completion and acceptance of the construction contract for PROJECT by STATE and upon completion of CITY's financial obligations under this Agreement, or on December 31, 2010, whichever is earlier in time. However, the ownership, operation, maintenance, indemnification, and claims clauses shall remain in effect unless terminated or modified, in writing, by mutual agreement. Should any claim arising out of the contract to construct PROJECT be asserted against STATE, CITY agrees to extend the termination date of this Agreement and provide funding, subject to CITY's governing body budgeting sufficient funds to cover CITY's share of those additional costs, or CITY shall execute a subsequent agreement to cover those eventualities.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

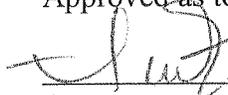
CITY OF SAN DIEGO

Will Kempton
Director

By: 
Deputy District Director

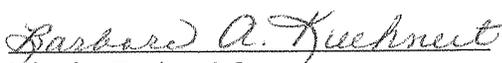
By: 
Mayor

Approved as to Form and Procedure:


Attorney
Department of Transportation

Attest: 
Deputy City Attorney

Certified as to Funds:

for 
District Budget Manager
BK

Certified as to Financial Terms and
Conditions:


Accounting Administrator

R-302079

EXHIBIT A

Project is 100%
Locally Funded

<u>Construction Costs</u>	\$17,243,000
State-furnished materials	<u>\$ 806,000</u>
Total	\$18,049,000
<u>Construction Engineering Costs</u>	<u>\$1,400,000</u>
Total PROJECT cost	<u>\$19,449,000</u>

One (1) month of estimated construction cost:

$$17,243,000 / 19 \text{ month construction duration} = \$907,526$$

call = \$907,600

Two (2) months of estimated construction engineering cost:

$$(1,400,000 / 19 \text{ month construction duration})(2) = \$147,368$$

call = \$147,400

$$\text{Total} = \$907,600 + \$147,400 = \underline{\underline{\$1,055,000}}$$

ROUTE 805/LA JOLLA VILLAGE DRIVE							
Caltrans	400 WORKING DAYS					State Construction Rates	Construction Costs
STAFF	ITEM	TIME	City PY	State PY	Classification Used	\$14,800,000.00	@ 1758 hrs/PY
*Senior Construction Engineer/Bridge/Dist.		1/8 Time		0.228			
					Project Manager/State	\$106.94	\$0.00
*Resident Engineer		Full Time		1.820	Project Manager/State	\$97.45	\$0.00
Structures Rrep.		Full Time		1.820	Project Manager/State	\$97.45	\$311,840.00
Structures Inspection		1/2 Time		0.910	Transportation Engineer, Range C/State	\$88.55	\$141,680.00
**Civil/Site inspector	Roadway, drainage, paving, striping	3.0 persons / full time	3.641		Transportation Engineer, Range C/City of SD	\$88.55	\$0.00
Field Surveys	Staking project	2600 Hours		1.479	Transportation Engineer, Range D/State	\$97.45	\$253,370.00
Office Surveys	Developing Staking Notes	800 Hours		0.455	Transportation Engineer, Range D/State	\$97.45	\$77,960.00
Right-Of-Way Activities	Prepare Relinquishment and Vacation Map	200 Hours		0.114	Transportation Engineer, Range D/State	\$97.45	\$19,490.00
Electrical inspector	Ramp meter, 2 Traffic Signals	1/4 time		0.455	Transportation Engineer, Range C/State	\$88.55	\$70,840.00
Landscape inspector	irrigation, landscape, plant establishment	1/4 time		0.455	Transportation Engineer, Range C/State	\$88.55	\$70,840.00
Material tester (on site and off site)	compaction, concrete sampling	0.5 Field Tester/0.25 Plants/0.25 Materials Testing		1.820	Material tester/State	\$73.37	\$234,784.00
^Office person	Records Maintenance	Full Time	1.820		Admin Support/City of SD	\$73.37	\$0.00
^Office person	Records Maintenance	1/2 Time		0.910	Admin Support/State	\$73.37	\$117,392.00
Public Affairs	Public Notice				Media Notifications		\$8,000.00
Public Affairs	Media/Public Interaction	250 Hours		0.142	Public Affairs/State	\$73.37	\$18,342.50
SWPPP/Traffic		400Hours		0.228	Transportation Engineer, Range D/State	\$97.45	\$38,980.00
	TOTAL		5.461	6.058			\$1,363,518.50
						Support Percentage =	9.21%

* = Resident Engineer is full time. The State will contribute the Resident Engineer's time, the Senior Construction Engineer/Bridge/District for the duration of the project.

** = Civil/Site Inspectors to be full time, provided by the city and report to the State's Resident Engineer. Inspectors will be qualified and prescreened by the State.

^ = The City of San Diego will provide a full time office tech to perform office assistance. The State will provide a half time office tech to train and run estimates.

Note: This estimate does not include estimates from Right-of-Way, Design, Maintenance, Engineering Services, Environmental, PGM, Traffic or Planning.

This estimate assumes that the City of San Diego will provide the facility to house the staff and provide for the costs of operation of this facility.

DUPLICATE ORIGINAL

II-SD-805
KP 40.9/42.4
Project ID 1100000065 EA 08975
Agreement No. 11-0621 A1
Time Extension

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT, ENTERED INTO EFFECTIVE ON DECEMBER 31, 2010, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE",

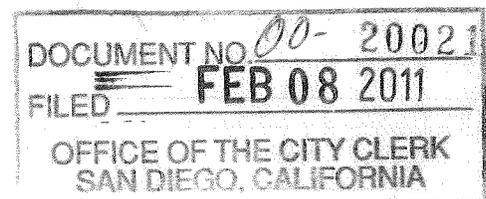
and the City of San Diego, a body politic and a municipal corporation of the State of California, referred to herein as "CITY".

RECITALS

1. The parties hereto entered into an Agreement (Document No.302079, District Agreement Number 11-0621) on January 10, 2007, said Agreement stated CITY proposes highway improvements consisting of widening of bridge overpass and improvements to the interchange ramps of Interstate 805 and La Jolla Village Drive, referred to herein as "PROJECT".
2. Under the Agreement, STATE will advertise, award, and administer the construction contract. CITY is willing to fund one hundred percent (100%) of all PROJECT construction costs. CITY also is willing to fund one hundred percent (100%) of all PROJECT construction engineering costs, except for the quality assurance and resident engineer services provided by STATE.
3. It has been determined that the PROJECT will not be completed prior to the termination date of said Agreement.

IT IS THEREFORE MUTUALLY AGREED

1. The termination date specified in Section III, Article 24 of the original Agreement is now August 31, 2015, instead of December 31, 2010.
2. All other terms and conditions of said Agreement (11-0621, Document No. 302079) as amended shall remain in full force and effect.



- 3. This Amendment No. 1 to Agreement No. 11-0621 is hereby deemed to be a part of Document No. 302079.

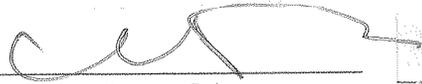
**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

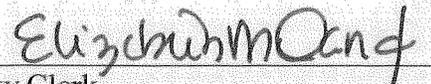
CITY OF SAN DIEGO

APPROVED

APPROVED

By: 
LAURIE BERMAN
District Director

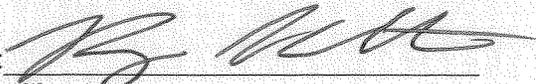
By: 
W. Downs Prior
Principal Contract Specialist
Purchasing & Contracting

Attest: 
City Clerk

CERTIFIED AS TO FUNDS:

By: 
District Budget Manager/UP

APPROVED AS TO FORM AND PROCEDURE

By: 
City Attorney

0-20021

DUPLICATE ORIGINAL

11-SD-805
KP 40.9/42.4
Project ID 1100000065 EA 08975
Agreement No. 11-0621 A2
Construction

AMENDMENT NO. 2 TO AGREEMENT

~~THIS~~ AMENDMENT, NO. 2 TO AGREEMENT, ENTERED INTO EFFECTIVE ON MAR 15 2011, 2011, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE",

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

RECITALS

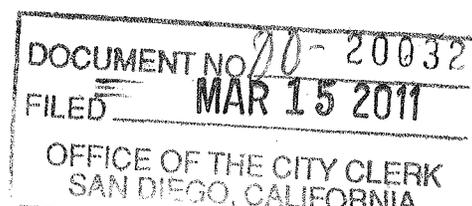
1. The parties hereto entered into an Agreement (Document No.302079, District Agreement Number 11-0621) on January 10, 2007, said Agreement stated CITY proposes highway improvements consisting of widening of bridge overpass and improvements to the interchange ramps of Interstate 805 and La Jolla Village Drive, referred to herein as "PROJECT". ,
2. Under the Agreement STATE will advertise, award, and administer the construction contract. CITY is willing to fund one hundred percent (100%) of all PROJECT construction costs. CITY also is willing to fund one hundred percent (100%) of all PROJECT construction engineering costs, except for the quality assurance and resident engineer services provided by STATE.
3. The parties are also in the process of entering into an Agreement, District Agreement 11-0621 Amendment No. 1 to extend termination date from December 31, 2010 to August 31, 2015.
4. The purpose of this Amendment No. 2 to Agreement is to reflect revised Construction and Construction Support costs as shown in the Revised Exhibit A dated November 29, 2010, attached to and made a part of the original Agreement.

IT IS THEREFORE MUTUALLY AGREED

5. Article No. 5 of the RECITALS is amended in its entirety as follows:

“5. CITY is willing to fund one fund hundred percent (100%) of all PROJECT construction costs, estimated to be \$13,723,920 as shown in Revised Exhibit A.

6. Article No. 6 of the RECITALS is amended in its entirety as follows:



- “6. CITY is also willing to fund one hundred percent (100%) of all PROJECT construction engineering costs, estimated to be \$852,500 as shown in Revised Exhibit A.
7. Section I, Article 6, is amended in its entirety as follows:
- “6. To submit to CITY a billing for a deposit in the amount of \$1,225,100 fifteen (15) days prior STATE’s bid advertising date for a contract to construct PROJECT. Said deposit represents one (1) month of the estimated construction costs, estimated to be \$1,083,000 and two (2) months of the estimated construction engineering costs, estimated to be \$142,100. Thereafter, STATE shall prepare and submit to CITY monthly billing statements for the estimated expenditures for construction costs and construction engineering costs to maintain one (1) month estimated construction cost and two (2) months estimated construction engineering costs in advance as construction of PROJECT proceeds.
8. Section I, Article 17, is amended in its entirety as follows:
- “17. To provide, at CITY’s expense, “STATE-furnished materials” as shown on the plans and as provided in the Special Provisions for PROJECT. STATE will submit a billing to CITY in the amount of \$728,000, as shown in the Revised Exhibit A, representing the estimated cost of said “State-furnished materials: within forty-five (45) days of receipt of CITY’s request. Upon subsequent receipt by STATE of CITY’s payment, these materials will be available to CITY.
9. Section II, Article 1, is amended in its entirety as follows:
- “1. To deposit with STATE twenty (20) working days of receipt of billing from STATE (which billing will be forwarded fifteen (15) days prior to STATE’s bid advertising date for a contract to construct PROJECT) the amount of \$1,225,000. Said deposit represents one (1) month of the estimated construction costs, estimated to be \$1,083,000 and two (2) months of the estimated construction engineering costs, estimated to be \$142,100. Thereafter, to deposit with STATE within twenty (20) days of receipt of billing from STATE, two (2) months estimated construction engineering costs and one (1) month estimated construction costs and to continue making such advance deposits of estimated expenditures on a monthly basis until the completion of PROJECT.
10. Section II, Article 5, is amended in its entirety as follows:
- “5. CITY’s initial total obligation of the PROJECT is estimated to be \$14,576,500 including \$852,500 estimated for construction engineering costs and \$13,724,000 for construction cost. This amount is subject to be increased to cover:
- a. The cost of additional utility protection, relocation or removal as provided in Article 12 of Section III of the original Agreement

- b. The costs for remedy and/or remedial action of hazardous substance or contaminated sites, and to cover the costs of protecting cultural, archaeological, paleontological, or other protected materials as is provided for in Articles 13 and 14 of Section III of the original Agreement.
- c. The costs in excess of the initial estimated total PROJECT construction and construction engineering costs.

11. Section II, Article 11, is amended in its entirety as follows:

“11. To provide written notice to STATE requesting “State-furnished materials” as shown on the plans and as provided in the Special Provisions for PROJECT. CITY shall deposit with STATE the amount of \$728,000 within twenty (20) days of receipt of STATE’s billing. Upon receipt by STATE of CITY’s payment, these materials will be made available to CITY.

12. All other terms and conditions of said Agreement (11-0621, Document No. 302079) as amended shall remain in full force and effect.

13. This Amendment No. 2 to Agreement No. 11-0621 is hereby deemed to be a part of Document No. 302079.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF SAN DIEGO

APPROVED

APPROVED

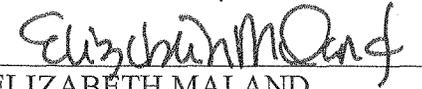
By: 
LAURIE BERMAN
District Director

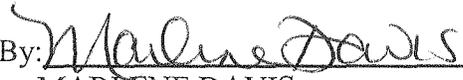
By: 
W. Downs Prior
Principal Contract Specialist
Purchasing & Contracting

Date: 6/24/11

Date: 4/27/11

CERTIFIED AS TO FUNDS:

By: 
ELIZABETH MALAND
City Clerk

By: 
MARLENE DAVIS
District Budget Manager/UP

Date: 05-06-11

Date: 5/26/11

APPROVED AS TO FORM AND PROCEDURE


Attorney
Department of Transportation

By: 
JAN GOLDSMITH
City Attorney

Date: May 3, 2011

Date: _____

CERTIFIED AS TO FINANCIAL TERMS AND
CONDITIONS:


Accounting Administrator
Reimbursements Section



0 - 20032

REVISED EXHIBIT A (November 29, 2010)

Project is 100% locally funded

<u>Construction Costs</u>	\$12,995,920
<u>State-furnished materials</u>	<u>728,000</u>
Total	\$13,723,920
	Say \$13,724,000

Construction Engineering Costs \$ 852,500

Total PROJECT cost \$14,576,500

One (1) month of estimated construction cost:

\$12,995,920/12 months construction duration=	\$1,082,993
	Say \$1,083,000

Two (2) months of estimated construction engineering cost:

(\$852,500/12 months construction duration)(2) \$ 142,100

Total= \$1,083,000+\$142,000 \$1,225,000

ORDINANCE NUMBER O- 20032 (NEW SERIES)

DATE OF FINAL PASSAGE MAR 25 2011

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO A COOPERATIVE AGREEMENT WITH CALTRANS FOR IMPROVEMENTS TO THE INTERSTATE 805 AND LA JOLLA VILLAGE DRIVE INTERCHANGE.

WHEREAS, on January 10, 2007, the City of San Diego entered into a Cooperative Agreement with Caltrans for improvements to the I-805/La Jolla Village Drive interchange; and

WHEREAS, on January 11, 2011 this Cooperative Agreement was amended to extend the term of the agreement to August 31, 2015; and

WHEREAS, the Cooperative Agreement provides for the City to pay for all costs associated with the project; and

WHEREAS, at the time of the original Cooperative Agreement the total project cost was estimated to be \$19,449,000; and

WHEREAS, Caltrans has bid and awarded the construction contract to the lowest responsible bidder whose bid was 30.6% under the engineer's estimate; and

WHEREAS, the total project cost is now projected to be \$14,576,500, a savings of \$4,872,500; and

WHEREAS, the City and Caltrans desire to amend the Cooperative Agreement to reduce the City's funding commitment to reflect the lower costs of construction; NOW, THEREFORE,

Passed by the Council of The City of San Diego on March 15, 2011 by the following vote:

YEAS: LIGHTNER, FAULCONER, GLORIA, YOUNG, DEMAIO, ZAPF,
NAYS: ALVAREZ.
NOT PRESENT: EMERALD.
RECUSED: NONE.

AUTHENTICATED BY:

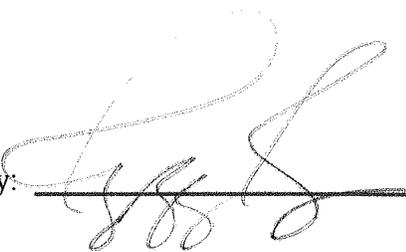
JERRY SANDERS

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By:  Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O – 20032 (New Series) of The City of San Diego, California.

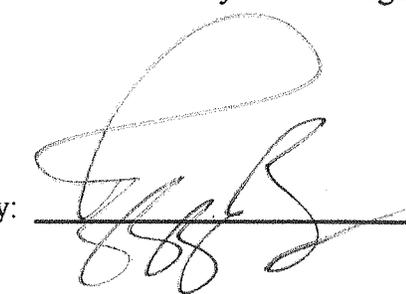
I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on March 1, 2011 and on March 25, 2011.

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By:  Deputy