

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000007710
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Works/Engineering	DATE: 2/11/2015
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SUBJECT: Amendment #2 to Cooperative Agreement with Caltrans for the Construction of State Route 163/Clairemont Mesa Boulevard Interchange - Phase 2

PRIMARY CONTACT (NAME, PHONE): Richard Leja, 619-533-5112 M.S. 908A	SECONDARY CONTACT (NAME, PHONE): Luis Schaar, 619-533-7492 M.S. 908A
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	400174				
FUNCTIONAL AREA	OTHR-00000000-TR				
COST CENTER	2113120013				
GENERAL LEDGER ACCT	512066				
WBS OR INTERNAL ORDER	S-00905.06.01.02				
CAPITAL PROJECT No.	S00905				
AMOUNT	\$142,000.00	0.00	0.00	0.00	0.00

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): Previous authorization - Cooperative Agreement - \$8,900,000
 Amendment #1 - \$1,700,000
 This action (Amendment #2) - \$142,000
 Total Amount - \$10,742,000

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Gibson, Marnell	02/19/2015
Equal Opportunity Contracting	CFO		
Financial Management	DEPUTY CHIEF		
Comptroller	COO		
Liaison Office	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

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

1. The Mayor or his designee is authorized to execute Amendment #2 to the Cooperative Agreement with Caltrans for the construction of CIP S-00905, State Route 163/Clairemont Mesa Boulevard Interchange - Phase 2, in an

<p>amount not to exceed \$142,000; and</p> <p>2. The Chief Financial Officer is authorized to expend an amount not to exceed \$142,000 from CIP S-00905, State Route 163/Clairemont Mesa Boulevard Interchange - Phase 2, from Fund 400174 - RTCIP for the purpose of executing this Amendment #2 to Cooperative Agreement with Caltrans for the construction of the project.</p>	
<p>STAFF RECOMMENDATIONS: Approve the Ordinance(s)</p>	
<p>SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)</p>	
<p>COUNCIL DISTRICT(S):</p>	<p>7</p>
<p>COMMUNITY AREA(S):</p>	<p>Kearny Mesa</p>
<p>ENVIRONMENTAL IMPACT:</p>	<p>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.</p>
<p>CITY CLERK INSTRUCTIONS:</p>	<p>Upon Council approval, please forward a copy of the Resolution and Amendment #1 to Cooperative Agreement with Caltrans to Luis Schaar, Right of Way Division, MS 908A for processing. This item is subject to Charter Section 99 (10 day published notice, approval by Ordinance and 6 votes required)</p>

**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE: 2/11/2015

ORIGINATING DEPARTMENT: Public Works/Engineering

SUBJECT: Amendment #2 to Cooperative Agreement with Caltrans for the Construction of State Route 163/Clairemont Mesa Boulevard Interchange - Phase 2

COUNCIL DISTRICT(S): 7

CONTACT/PHONE NUMBER: Richard Leja/619-533-5112 M.S. 908A

DESCRIPTIVE SUMMARY OF ITEM:

This action is to authorize Amendment #2 to the Cooperative Agreement with Caltrans for the administration and construction of State Route 163/Clairemont Mesa Boulevard Interchange - Phase 2 in the amount not to exceed \$142,000. On December 11, 2014 Caltrans opened bids for the construction of State Route 163/Clairemont Mesa Boulevard. This agreement will provide funding for the additional costs associated with construction based upon the low bid exceeding the engineer's estimate.

STAFF RECOMMENDATION:

Approve the Ordinance(s)

EXECUTIVE SUMMARY OF ITEM BACKGROUND: The State Route (SR) 163/Clairemont Mesa Boulevard Interchange Improvement Project proposes interchange improvements and provides for anticipated future traffic volume increases and will optimize the traffic flow at this interchange. The project report and environmental document were approved by Caltrans and the City in 2004, and describe in detail how the project will be split into two phases due to funding limitations. Since the project is within State of California Right of Way, it was required that Caltrans would be the lead agency for constructing both phases of the project. Accordingly, the City entered into two cooperative agreements, one for each phase of the project, to compensate Caltrans to advertise, award and administer the construction of the project. The Project is consistent with the Kearny Mesa Community Plan and is in conformance with the City's General Plan.

In 2008, the City of San Diego, in partnership with Caltrans, completed construction of Phase 1, which widened the bridge overcrossings at Clairemont Mesa Boulevard/SR-163 and realigned the eastern ramps. In 2012, the City entered into a Cooperative Agreement with Caltrans to construct Phase 2 which includes the construction of the western ramps. The costs to construct the western ramps were based on Caltrans estimate for a total project cost of \$8.9 million.

Subsequently, as the City continued to work with Caltrans to address plan comments and finalize the plans during the review process, Caltrans estimate was revised and the new Caltrans estimate increased the project cost by \$1.7 million. On June 10, 2014 the City of San Diego Council authorized the approval of Amendment #1 to the Cooperative Agreement with Caltrans for the additional cost.

On December 11, 2014 Caltrans opened bids for the construction of State Route 163/Clairemont Mesa Boulevard Interchange - Phase 2 and the low bidder was \$142,000 more than the

engineer's estimate. Therefore, this action will authorize the execution of Amendment #2 to Cooperative Agreement with Caltrans for this additional cost.

FISCAL CONSIDERATIONS: Previously, City Council had approved the Cooperative Agreement for an amount not to exceed \$8,900,000 and Amendment #1 to the Cooperative Agreement for an amount not to exceed \$1,700,000. This action will authorize the expenditure of \$142,000 from CIP S-00905, State Route 163/Clairemont Mesa Boulevard Interchange, Fund 400174 - RTCIP for the purpose of executing Amendment #2 to the Cooperative Agreement with Caltrans. All the above agreements were for the purpose of constructing State Route 163/Clairemont Mesa Boulevard Interchange - Phase 2.

EQUAL OPPORTUNITY CONTRACTING INFORMATION: This action 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 Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

There are no identified subcontractors associated with this current action. Any future subcontracting activity will be subject to Agency requirements.

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

On April 10, 2012 per Ordinance O-20147 the City entered into a Cooperative Agreement with Caltrans for the construction of State Route 163/Clairemont Mesa Boulevard Interchange - Phase 2.

On June 10, 2014 per Resolution R-309001 the City authorized Amendment #1 to Cooperative Agreement with Caltrans for the construction of State Route 163/Clairemont Mesa Boulevard Interchange - Phase 2.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: The earlier Phase 1 project was presented to the Kearny Mesa Planning Group in 2004. City staff will coordinate with the Planning Group when construction of phase 2 will begin.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: City of San Diego, Caltrans, Rick Engineering Company, and Kearny Mesa Community

Gibson, Marnell
Originating Department

Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

March 18, 2015

SUBJECT: Amendment #2 to Cooperative Agreement with Caltrans for the Construction of State Route 163/Clairemont Mesa Blvd Interchange - Phase 2

GENERAL CONTRACT INFORMATION

Recommended Agency: Caltrans

Amount of this Action: \$ 142,000.00
Previous Actions: \$10,600,000.00
Cumulative Total Agreement Amount: \$10,742,000.00

Funding Source: City of San Diego

Goal: N/A

SUBCONTRACTOR PARTICIPATION

There are no identified subcontractors associated with this current action. Any future subcontracting activity will be subject to Agency requirements.

C

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

Caltrans will advertise, award, and administer the construction of this project.

MM

AMENDMENT NO.2 TO AGREEMENT

THIS AMENDMENT No.2 to AGREEMENT, entered into effective on _____, is between the State of California, acting by and through its Department of Transportation, referred to as CALTRANS, and

City of San Diego, a political subdivision of the State of California, referred to as **CITY**.

RECITALS

1. CALTRANS and CITY, collectively referred to as PARTNERS, entered into Agreement No.11-0675 (AGREEMENT) on April 10, 2012, defining the terms and conditions for construction of Phase II of interchange reconfiguration on State Route 163 (SR-163) at Clairemont Mesa Boulevard, in the City of San Diego, referred to as PROJECT.
2. PARTNERS also entered into an Amendment No. 1 to AGREEMENT on June 10, 2014, to increase CITY's estimated PROJECT construction capital costs from \$7,400,000 to \$9,100,000.
2. The purpose of this Amendment is to further increase CITY's estimated PROJECT construction capital costs by \$142,000.

IT IS THEREFORE MUTUALLY AGREED:

4. Article 79 of the section titled "**Cost: CONSTRUCTION Capital**" of AGREEMENT, shall be amended in its entirety to read as follows:
 79. CALTRANS will invoice CITY for a \$9,242,000 deposit 30 working days prior to the construction contract bid advertisement date. This amount represents CITY's estimated obligation for construction capital costs.

Since CITY has already been invoiced and obligated for \$9,100,000, CITY will only be billed, after execution of this amendment, \$142,000. CITY will pay CALTRANS within 30 days of receipt of invoice.

5. Revised Funding Summary, dated January 13, 2015, attached to and made part of this AMENDMENT, supersedes all previous Funding Summaries.
6. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
7. This Amendment No. 2 is deemed to be included and made part of the original AGREEMENT.

SIGNATURES

PARTNERS declare that:

1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION CITY OF SAN DIEGO

By: _____
LAURIE BERMAN
District Director

By: _____

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
LEGALITY:

JAN I GOLDSMITH, City Attorney

By: _____
CALTRANS Attorney

By: _____
Deputy City Attorney

By: _____
MARLENE DAVIS/lw_____
District Budget Officer

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: _____
HQ Accounting

FUNDING SUMMARY
6 February 2015

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
LOCAL	CITY	Local	\$9,242,000	\$1,500,000	\$1,500,000	\$9,242,000	\$10,742,000
		Subtotals by Component	\$9,242,000	\$1,500,000	\$1,500,000	\$9,242,000	\$10,742,000

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000007710
 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: _____

Purpose: _____

Date: _____ By: _____

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	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: \$142,000.00

Vendor: CALTRANS

Purpose: To authorize the expenditure of funds not to exceed \$142,000.00 to CALTRANS for the execution of Amendment #2 to the Cooperative Agreement for the construction of CIP S-00905, State Route 163/Clairemont Mesa Boulevard Interchange project - Phase 2.

Date: March 26, 2015

By: James Long

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
1	S00905	400174		512066	OTHR-00000000-TR	2113		S-00905.06.01.02	\$142,000.00
TOTAL AMOUNT									\$142,000.00

FUND OVERRIDE

CC 3000007710

AMENDMENT NO.1 TO AGREEMENT

THIS AMENDMENT No.1 to AGREEMENT, entered into effective on JUN 10 2014, is between the State of California, acting by and through its Department of Transportation, referred to as CALTRANS, and

City of San Diego, a political subdivision of the State of California, referred to as **CITY**.

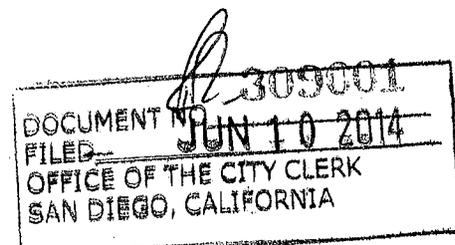
RECITALS

1. CALTRANS and CITY, collectively referred to as PARTNERS, entered into Agreement No.11-0675 (AGREEMENT) on April 10, 2012, defining the terms and conditions for construction of Phase II of interchange reconfiguration on State Route 163 (SR-163) at Clairemont Mesa Boulevard, in the City of San Diego, referred to as PROJECT.
2. The purpose of this Amendment is to increase CITY's estimated PROJECT construction capital costs.

IT IS THEREFORE MUTUALLY AGREED:

1. Article 79 of the section titled "**Cost: CONSTRUCTION Capital**" of AGREEMENT shall be amended in its entirety to read as follows:

79. CALTRANS will invoice CITY for a \$9,100,000 deposit 30 working days ~~prior to the construction contract bid advertisement date. This amount~~ represents CITY's estimated obligation for construction capital costs.



Since CITY has already been invoiced and has provided CALTRANS payment of \$7,400,000, CITY will only be billed the difference of \$1,700,000.

2. Revised Funding Summary, dated February 6, 2014, attached to and made part of this AMENDMENT, supersedes Funding Summary shown in the original Agreement.
3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
4. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

SIGNATURES

PARTNERS declare that:

- 1. Each partner is an authorized legal entity under California state law.
- 2. Each partner has the authority to enter into this agreement.
- 3. The people signing this agreement have the authority to do so on behalf of their public agencies.

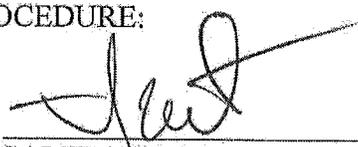
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: 
LAURIE BERMAN
District Director

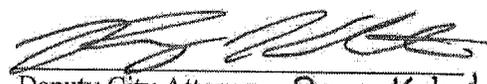
CITY OF SAN DIEGO

By:  - 7/15/14
W. Downs Prior
Principal Contract Specialist
Public Works Contracting

APPROVED AS TO FORM AND
PROCEDURE:

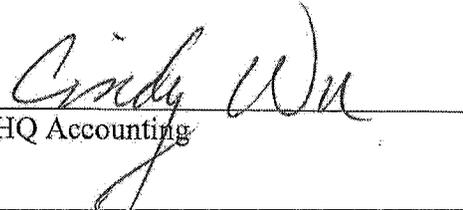
By: 
CALTRANS Attorney

As to form, and legality:
JAN I GOLDSMITH, City Attorney


Deputy City Attorney Ryan Kohut
Date: July 17, 2014

By:  to MD
Marlene Davis/UPOW
District Budget Officer

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By:  for HQ Accounting

R. 309001

FUNDING SUMMARY
6 February 2014

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
LOCAL	CITY	Local	\$9,100,000	\$1,500,000	\$1,500,000	\$9,100,000	\$10,600,000
		Subtotals by Component	\$9,100,000	\$1,500,000	\$1,500,000	\$9,100,000	\$10,600,000

Tues 6/10/14
Item #
(R-2014-691) 105

RESOLUTION NUMBER R- 309001

DATE OF FINAL PASSAGE JUN 23 2014

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE FIRST AMENDMENT TO COOPERATIVE AGREEMENT WITH CALTRANS FOR STATE ROUTE 163/CLAIREMONT MESA BOULEVARD INTERCHANGE PHASE 2 AND THE TRANSFER OF FUNDS FOR THE PURPOSE OF EXECUTING THE AMENDMENT.

WHEREAS, in 2008, the City of San Diego, in partnership with Caltrans, completed construction of Phase 1 of the State Route 163/Clairemont Mesa Boulevard Interchange Project (Project), which widened the bridge overcrossing at Clairemont Mesa Boulevard and realigned the eastern ramps; and

WHEREAS, in 2012, the City entered into a Cooperative Agreement with Caltrans to construct Phase 2 which includes the construction of the western ramps; and

WHEREAS, the initial costs to construct the western ramps were based on Caltrans estimate for a total capital construction cost of \$7,400,000; and

WHEREAS, the new Caltrans estimate has increased to \$9,100,000, due to the Caltrans' Office of the Engineer changing the unit costs of multiple items, the inclusion of additional items, and the addition of state-furnished items to the project; and

~~WHEREAS, this action will appropriate and authorize an additional \$1,700,000, for the~~
purpose of executing the First Amendment to the Cooperative Agreement with Caltrans; NOW
THEREFORE,

BE IT RESOLVED, by the City Council of the City of San Diego, that the Chief
Financial Officer is authorized to increase the Capital Improvements Program Budget in CIP S-

00905, State Route 163/Clairemont Mesa Boulevard Interchange – Phase 2, and to appropriate \$1,700,000 from Fund 400174 – RTCIP; and

BE IT FURTHER RESOLVED, that the Mayor or his designee is authorized to execute a First Amendment to the Cooperative Agreement with Caltrans for the construction of CIP S-00905, State Route 163/Clairemont Mesa Boulevard Interchange – Phase 2, in an amount not to exceed \$1,700,000, contingent upon the Chief Financial Officer furnishing a certificate certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer; and

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to expend an amount not to exceed \$1,700,000 from CIP S-00905, State Route 163/Clairemont Mesa Boulevard Interchange – Phase 2, from Fund 400174 – RTCIP for the purpose of executing the First Amendment to Cooperative Agreement with Caltrans for the construction of the project, contingent upon the Chief Financial Officer furnishing a certificate certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

APPROVED: JAN I. GOLDSMITH, City Attorney

By


Ryan P. Gerrity
Deputy City Attorney

RPG:jls

5/19/2014

Or.Dept: Public Works/Engineering

Doc. No. 781156

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JUN 10 2014.

ELIZABETH S. MALAND

City Clerk

By *Mary Hernandez*
Deputy City Clerk

Kevin L. Faulconer
KEVIN L. FAULCONER, Mayor

Approved: 6/19/2014
(date)

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on June 10, 2014 by the following vote:

YEAS: LIGHTNER, HARRIS, COLE, KERSEY, ZAPF, SHERMAN,
ALVAREZ, EMERALD.

NAYS: NONE.

NOT PRESENT: GLORIA.

RECUSED: NONE.

VACANT: NONE.

AUTHENTICATED BY:

KEVIN FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

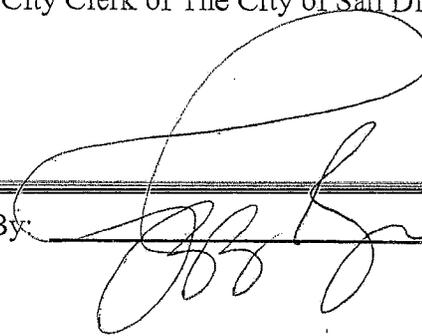
By: Peggy Rogers, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R-309001 approved by the Council of the City of San Diego, California on June 10, 2014 and approved by the Mayor of the City of San Diego on June 23, 2014.

~~ELIZABETH S. MALAND~~

City Clerk of The City of San Diego, California

(SEAL)

By:  Deputy

Passed by the Council of The City of San Diego on JUN 10 2014, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ed Harris	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Todd Gloria	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marti Emerald	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage JUN 23 2014

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

(Seal)

By *Mary Fernandez*, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- **309001**

ORIGINAL

11-SD-163-8.2/9.4
PID: 1100020298 EA: 24151
District Agreement 11-0675

COOPERATIVE AGREEMENT

This agreement, effective on APR 10 2012, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

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

For the purpose of this agreement, the term PARTNERS collectively refers to CALTRANS and CITY (all signatory parties to this agreement). The term PARTNER refers to any one of those signatory parties individually.

RECITALS

1. California Streets and Highways Code sections 114 and 130 authorize PARTNERS to enter into a cooperative agreement for performance of work within the State Highway System (SHS) right of way.
2. This agreement outlines the terms and conditions of cooperation between PARTNERS to construct Phase II of interchange reconfiguration on State Route 163 at Clairemont Mesa Blvd, in City of San Diego.

For the purpose of this agreement, construction of Phase II of interchange reconfiguration on State Route 163 at Clairemont Mesa Blvd, in City of San Diego will be referred to as PROJECT. All responsibilities assigned in this agreement to construct Phase II of interchange reconfiguration on State Route 163 at Clairemont Mesa Blvd, in City of San Diego will be referred to as OBLIGATIONS.

3. This agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding PROJECT.
4. Prior to this agreement, CITY developed the Project Initiation Document (Cooperative Agreement No. 11-0604); CITY developed the Plans, Specifications and Estimate (Cooperative Agreement No. 11-8329); and CITY developed the Right of Way Certification (Cooperative Agreement No. 11-8329).
5. CALTRANS prepared the environmental documentation for PROJECT.
6. The estimated date for OBLIGATION COMPLETION is December 31, 2016.
7. In this agreement capitalized words represent defined terms and acronyms. The Definitions section contains a complete definition for each capitalized term.

DOCUMENT NO. 00-20147
FILED APR 10 2012
OFFICE OF THE CITY CLERK

8. From this point forward, PARTNERS define in this agreement the terms and conditions under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

9. CITY is SPONSOR for 100% of PROJECT.
10. CITY may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
11. CITY is the only FUNDING PARTNER for this agreement. CITY's funding commitment is defined in the FUNDING SUMMARY.
12. CALTRANS is the CEQA lead agency for PROJECT.
13. CALTRANS is the NEPA lead agency for PROJECT.
14. CALTRANS is IMPLEMENTING AGENCY for CONSTRUCTION.
15. CITY, at no cost to CALTRANS, agrees to an additional four (4) years establish existing planting after completion of WORK. The cost of establish existing planting shall be considered part of construction cost.

SCOPE

Scope: General

16. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
17. IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.
18. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.
19. Each PARTNER will ensure that all of its personnel participating in OBLIGATIONS are appropriately qualified, and if necessary licensed, to perform the tasks assigned to them.
20. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in OBLIGATIONS.

21. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
22. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this agreement will be available to help resolve problems generated by that component for the entire duration of PROJECT.
23. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

24. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
25. PARTNERS will hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

26. If any PARTNER receives a public records request, pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public records. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
27. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
28. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.

29. CITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. CITY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
30. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
31. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
32. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this agreement.
33. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with only a final report for OBLIGATIONS completed in that component.
34. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.

35. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
36. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.
37. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs, and provide billing and payment support.
38. PARTNERS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements

table below. These principles and requirements apply to all funding types included in this agreement.

Applicable Cost Principles and Administration Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations)		
OMB (Office of Management and Budget)		
Related URLs:		
• Various OMB Circular:	http://www.whitehouse.gov/omb/grants_circulars	
• Code of Federal Regulations:	http://www.gpoaccess.gov/CFR	

39. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this agreement.
40. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
41. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA, and CITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within 30 calendar days of receipt.

Upon completion of the final audit, PARTNERS have 30 days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

42. Any PARTNER that hires another party to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the Local Assistance Procedures Manual.

43. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.

IMPLEMENTING AGENCY has no obligation to perform WORK if funds to perform WORK are unavailable.

44. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.

45. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.

46. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

Scope: CONSTRUCTION

47. CALTRANS will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code.

CALTRANS will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

By accepting responsibility to advertise and award the construction contract, CALTRANS also accepts responsibility to administer the construction contract.

48. CALTRANS will provide a RESIDENT ENGINEER and construction support staff that are independent of the design engineering company and construction contractor.

49. CALTRANS will provide a landscape architect.

50. IMPLEMENTING AGENCY will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over \$25,000. If PARTNERS agree that CCOs are/is necessary, CITY will make design changes at no cost to CALTRANS.

CALTRANS must approve all CCOs affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual prior to implementing the CCO.

51. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, all PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within 15 working days, the IMPLEMENTING AGENCY shall not award the construction contract.

CALTRANS will require the construction contractor to furnish payment and performance bonds naming CALTRANS as obligee and to carry liability insurance in accordance with CALTRANS specifications.

52. As IMPLEMENTING AGENCY for CONSTRUCTION, CALTRANS is responsible for maintenance within PROJECT limits as part of the construction contract.
53. PARTNERS confirm that maintenance will be handled through an existing maintenance agreement.

COST

Cost: General

54. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.
55. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.
56. CITY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right of way.
57. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.
58. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS COST.

59. The cost to ensure that PROJECT remains in environmental compliance is an OBLIGATIONS COST.
60. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS COST.
61. Independent of OBLIGATIONS COST, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
62. Independent of OBLIGATIONS COST, CITY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
63. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.
64. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS cost, by the PARTNER whose actions or lack of action caused the levy. That PARTNER will indemnify and defend each other PARTNER.
65. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this agreement.

If CITY invoices for rates in excess of DPA rates, CITY will fund the cost difference and reimburse CALTRANS for any overpayment.

66. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. Caltrans periodically adjusts the Program Functional Rate and the Administration Rate.
67. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds..
68. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.
69. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate

IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

70. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time are PARTNERS amend this agreement.

Each PARTNER may request reimbursement for these costs during the amendment process.

71. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.
72. After PARTNERS agree that all work is complete, CALTRANS will submit final accounting for all construction capital and support costs. Based on the final accounting, PARTNERS will refund or invoice as necessary to satisfy the financial commitments in this AGREEMENT.

Cost: Environmental Permits, Approvals and Agreements

73. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is an OBLIGATIONS COST.

Cost: CONSTRUCTION Support

74. The cost to maintain the SHS within PROJECT limits is an OBLIGATIONS COST until OBLIGATION COMPLETION, after which, the cost of maintenance will be handled through an existing maintenance agreement.
75. CALTRANS will invoice CITY for a \$1,500,000 deposit 30 working days prior to the construction contract bid advertisement date. This represents one lump-sum estimated construction support costs.

A Resident Engineer is provided by CALTRANS at no cost to CITY.

76. Each PARTNER listed below may submit invoices for CONSTRUCTION Support:
- CALTRANS may invoice CITY
77. PARTNERS will exchange funds for actual costs to be invoiced in lump sum.

After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all OBLIGATIONS COSTS. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this agreement.

Cost: CONSTRUCTION Capital

78. The cost of all SFM is a CONSTRUCTION CAPITAL cost.
79. CALTRANS will invoice CITY for a \$7,400,000 deposit 30 working days prior to the construction contract bid advertisement date. This represents one lump-sum estimated construction capital costs.

SCHEDULE

80. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

81. PARTNERS understand that this agreement is in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this agreement resides, or in the Superior Court of the county in which PROJECT is physically located.
82. All OBLIGATIONS of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
83. Any PARTNER performing IQA does so for its own benefit. No one can assign liability to that PARTNER due to its IQA activities.
84. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

It is understood and agreed that CALTRANS and/or its agents will fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this agreement.

85. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this agreement.

It is understood and agreed that CITY will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under this agreement.

86. PARTNERS do not intend this agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. PARTNERS do not intend this agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
87. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this agreement.
88. PARTNERS will not interpret any ambiguity contained in this agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
89. A waiver of a PARTNER's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.
90. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
91. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
92. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of CITY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

93. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
94. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and PARTNERS will automatically sever those provisions from this agreement.
95. PARTNERS intend this agreement to be their final expression and supersede any oral understanding or writings pertaining to OBLIGATIONS.
96. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.
97. PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
98. This agreement will terminate upon OBLIGATION COMPLETION or an amendment to terminate this agreement, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

99. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.

DEFINITIONS

CALTRANS – The California Department of Transportation

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this agreement and in all amendments to this agreement.

COST – The responsibility for cost responsibilities in this agreement can take one of three assignments:

- **OBLIGATIONS COST** – A cost associated with fulfilling OBLIGATIONS that will be funded as part of this agreement. The responsibility is defined by the funding commitments in this agreement.
- **PROJECT COST** – A cost associated with PROJECT that can be funded outside of OBLIGATIONS. A PROJECT COST may not necessarily be part of this agreement. This responsibility is defined by the PARTNERS' funding commitments at the time the cost is incurred.
- **PARTNER cost** – A cost that is the responsibility of a specific PARTNER, independent of PROJECT.

FHWA – Federal Highway Administration

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds identified on the FUNDING SUMMARY under its name.

FUNDING SUMMARY – The table that designates an agreement’s funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

IQA (Independent Quality Assurance) – Ensuring that IMPLEMENTING AGENCY’s quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan (QMP). IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

NEPA (National Environmental Policy Act of 1969) – The federal act that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this agreement, and all amendments to this agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

OBLIGATIONS – All responsibilities included in this agreement.

OBLIGATIONS COST – See COST.

OMB (Office of Management and Budget) – The federal office that oversees preparation of the federal budget and supervises its administration in Executive Branch agencies.

PARTNER – Any individual signatory party to this agreement.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other partners.

PROJECT – The undertaking to construction of Phase II of interchange reconfiguration on State Route 163 at Clairemont Mesa Blvd, in City of San Diego.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT COST – See COST.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project's execution and control throughout that project's lifecycle.

QMP (Quality Management Plan) – An integral part of the Project Management Plan that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer must be independent of the design engineering company and the construction contractor.

SAFETEA-LU – Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users

SCOPE SUMMARY – The attachment in which each PARTNER designates its commitment to specific scope activities within each PROJECT COMPONENT as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

SHS (State Highway System) – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

SFM (State Furnished Material) – Any materials or equipment supplied by CALTRANS.

WORK – All scope activities included in this agreement.

CONTACT INFORMATION

The information provided below indicates the primary contact data for each PARTNER to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:
Edward Hajj, Project Manager
4050 Taylor Street
San Diego, California 92110
Office Phone: (619) 220-5433
Mobile Phone: (619) 318-4967
Email: ed_hajj@dot.ca.gov

The primary agreement contact person for CITY is:
Abi Palaseyed, Project Manager
600 B Street Ste 800
San Diego, California 92101
Office Phone: 533-4654
Email: Apalaseyed@sandiego.gov

SIGNATURES

ORIGINAL

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF SAN DIEGO

APPROVED

APPROVED

By: *Laurie Berman*
 for LAURIE BERMAN
 District Director

By: *W. Downs Prior* 5/1/12
 W. Downs Prior
 Principal Contract Specialist
 Public Works Contracting

Date: 5-18-2012

By: *Elizabeth Maland*
 Elizabeth Maland
 City Clerk

CERTIFIED AS TO FUNDS:

Date: 05-01-12

By: *Marlene Davis* on MD
 MARLENE DAVIS
 District Budget Manager/UP

APPROVED AS TO FORM AND PROCEDURE

Date: 5/15/12

By: *Jan Goldsmith* *Ryan Kohut, DCA*
 Jan Goldsmith
 City Attorney

Date: May 7, 2012

J 20147

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	CITY	N/A
5	270				Construction Engineering and General Contract Administration	X		
		10			Construction Staking Package and Control	X		
			10		Construction Staking Package	X		
			20		Project Control for Construction	X		
		15			Construction Stakes	X		
			15		Slope Stakes	X		
			25		Rough Grade Stakes	X		
			30		Final Grade Stakes	X		
			35		Drainage and Minor Structure Stakes	X		
			50		Miscellaneous Stakes	X		
			55		Photogrammetric Product for Construction	X		
			60		Ground Stakes for Major Structure	X		
			65		Superstructure Stakes for Major Structure	X		
		20			Construction Engineering Work	X		
			05		Resident Engineers File Review	X		
			10		Project Plans, Special Provisions, and Estimate Review	X		
			15		Contract Pay Quantities	X		
			20		Lines and Grades Control	X		
			30		Contractors' Trenching and Shoring Submittals Review	X		
			35		Shop Plans Review	X		
			40		Cost Reduction Incentive Proposals Review	X		
			45		Contractors Water Pollution Control Program Review	X		
			50		Technical Support	X		
			99		Other Construction Engineering Products	X		
		25			Construction Contract Administration Work	X		
			05		Secured Lease for Resident Engineer Office Space or Trailer	X		
			10		Set Up Construction Project Files	X		
			15		Pre-Construction Meeting	X		
			20		Progress Pay Estimates	X		
			25		Weekly Statement of Working Days	X		
			30		Construction Project Files and General Field Office Clerical Work	X		
			35		Labor Compliance Activities	X		
			40		Approved Subcontractor Substitutions	X		
			45		Coordination	X		
			50		Civil Rights Contract Compliance	X		
			99		Other Construction Contract Administration Products	X		
		30			Contract Item Work Inspection	X		

		35		Construction Material Sampling and Testing	X		
		40		Safety and Maintenance Reviews	X		
		45		Relief From Maintenance Process	X		
		55		Final Inspection and Acceptance Recommendation	X		
		60		Plant Establishment Administration	X		
		65		Transportation Management Plan Implementation During Construction	X		
		80		Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract	X		
		99		Other Construction Engineering and General Contract Administration	X		
5	275			Construction Engineering and General Contract Administration of Structures Work	X		
5	285			Contract Change Order Administration	X		
5	290			Resolve Contract Claims	X		
5	295			Accept Contract, Prepare Final Construction Estimate, and Final Report	X		
4	300			FINAL RIGHT OF WAY ENGINEERING	X		

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
LOCAL	CITY	Local	\$7,400,000	\$1,500,000	\$1,500,000	\$7,400,000	\$8,900,000
		Subtotals by Component	\$7,400,000	\$1,500,000	\$1,500,000	\$7,400,000	\$8,900,000

ORDINANCE NUMBER O- 20147 (NEW SERIES)

DATE OF FINAL PASSAGE APR 23 2012

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH CALTRANS FOR THE CLAIREMONT MESA BOULEVARD AND STATE ROUTE 163 INTERCHANGE IN THE KEARNEY MESA COMMUNITY PLAN AREA.

WHEREAS, Resolution R-306273 dated January 19, 2011, City Council approved the Cooperative Agreement with Caltrans for the design of Phase 2; and

WHEREAS, Resolution R-304872 dated May 5, 2009, the City Council approved an Agreement with Rick Engineering for the preparation construction contract plans, specifications and estimates for the reconfiguration of the western ramps; and

WHEREAS, R-307250 dated February 6, 2012, City Council approved Amendment No. 1 to the Cooperative Agreement with Caltrans and an Amendment No. 1 to the Agreement with Rick Engineering for the design of Phase 2; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That the Mayor is hereby authorized to execute on behalf of the City, the Cooperative Agreement with Caltrans for the purpose of completing the Phase 2 of the State Route 163/Clairemont Mesa Boulevard Interchange project the under the terms and conditions set forth in the Agreement on file in the Office of the City Clerk as Document No. OO- 20147, together with any reasonably necessary modifications or amendments thereto which do not increase project scope or cost and which the Mayor shall deem necessary from time to time in order to carry out the purposes and intent of this project and agreement.

Section 2. That the expenditure of an amount not to exceed \$8,900,000 from CIP S-00905 (State Route 163/Clairemont Mesa Boulevard Interchange), of which \$2,300,000 is from Fund No. 400264, Private and Others Contrib – CIP, and \$6,600,000 is from Fund 400169, Transnet, is authorized for the purpose of providing funds for the above-referenced Project.

Section 3. That the Chief Financial Officer, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves.

Section 4. That a full reading of this ordinance is dispensed with prior to its passage, a written or printed copy having been made available to the City Council and the public prior to the day of its passage.

Section 5. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: JAN I. GOLDSMITH, City Attorney

By



Ryan P. Kohut
Deputy City Attorney

RPK:cfq
2/28/2012
Or.Dept:ECP/ROW
Document Number: 328499

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of ~~APR 10 2012~~.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 4.23.14
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

Passed by the Council of The City of San Diego on APR 10 2012, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Faulconer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Todd Gloria	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anthony Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carl DeMaio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marti Emerald	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage APR 23 2012

AUTHENTICATED BY: JERRY SANDERS
Mayor of The City of San Diego, California.

(Seal) ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.
By [Signature], Deputy

I HEREBY CERTIFY that the foregoing 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

MAR 20 2012, and on APR 23 2012

~~I FURTHER CERTIFY~~ that said ordinance was read in full prior to its final passage.

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.

(Seal) ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.
By [Signature], Deputy

Office of the City Clerk, San Diego, California
Ordinance Number O- 20147

Passed by the Council of The City of San Diego on April 10, 2012, by the following vote:

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

AUTHENTICATED BY:

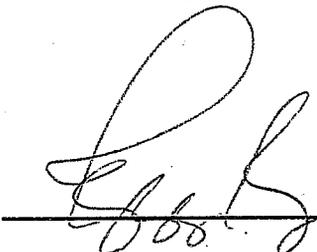
JERRY SANDERS

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 - 20147 (New Series) of The City of San Diego, California.

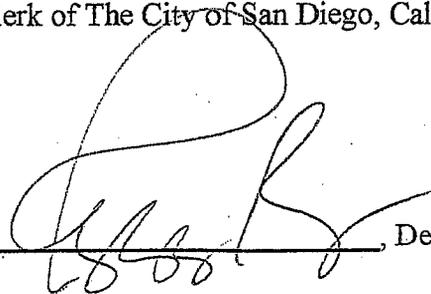
I FURTHER CERTIFY that said ordinance was not passed until at least twelve calendar days had elapsed between the day of its introduction and the day of its passage, to wit, on March 20, 2011, and on April 10, 2012. The date of final passage is April 23, 2012.

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