

<b>REQUEST FOR COUNCIL ACTION</b> CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) pending
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Works/Engineering	DATE: 4/28/2015
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SUBJECT: Amendment No.3 to Cooperative Agreement with Caltrans for the State Route 163 and Friars Road Interchange Project - Phase 1

PRIMARY CONTACT (NAME, PHONE): Richard Leja, 619-533-5112; M.S. 908A	SECONDARY CONTACT (NAME, PHONE): Luis Schaar, 619-533-5492; M.S. 908A
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**COMPLETE FOR ACCOUNTING PURPOSES**

FUND	400135				
FUNCTIONAL AREA	OTHR-00000000-TR				
COST CENTER	2113120013				
GENERAL LEDGER ACCT	512034				
WBS OR INTERNAL ORDER	S-00851.02.02				
CAPITAL PROJECT No.	S00851				
AMOUNT	\$480,000.00	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):** Cooperative Agreement with Caltrans - No cost  
 Amendment No. 1 to Agreement - No Cost (Time Extension)  
 Amendment No. 2 to Agreement - \$229,000  
 This Action - Amendment No. 3 to Agreement - \$480,000  
 Total Cost - \$709,000

**ROUTING AND APPROVALS**

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Liaison Office	Comptroller	ORIG DEPT.	Gibson, Marnell
Environmental Analysis		CFO	
Facilities Financing		DEPUTY CHIEF	
Financial Management		COO	
Equal Opportunity Contracting		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 No. 3 to Cooperative Agreement with Caltrans

for "Reimbursed Work" in CIP S-00851, State Route 163 and Friars Road Interchange Project; and 2. The Chief Financial Officer is authorized to expend an amount not to exceed \$480,000, from CIP S-00851, State Route 163 and Friars Road Interchange Project, Fund 400135, Mission Valley - Urban Community, for the purpose of executing this Amendment No. 3 to Cooperative Agreement with Caltrans.	
STAFF RECOMMENDATIONS: Approve the Ordinance(s)	
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)	
COUNCIL DISTRICT(S):	7
COMMUNITY AREA(S):	Mission Valley
ENVIRONMENTAL IMPACT:	This activity is adequately addressed in Environmental Impact Report (Project No.72782, SCH 2005111032) for the SR163/Friars Road Interchange Project certified on June 17, 2010 at the Planning Commission hearing, item PC10-030 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 15162 of CEQA, there is no change in circumstance, 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: 4/28/2015

ORIGINATING DEPARTMENT: Public Works/Engineering

SUBJECT: Amendment No.3 to Cooperative Agreement with Caltrans for the State Route 163 and Friars Road Interchange Project - Phase 1

COUNCIL DISTRICT(S): 7

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

**DESCRIPTIVE SUMMARY OF ITEM:**

The proposed project would provide for the modifications of State Route 163 and Friars Road Interchange in order to optimize traffic circulation within the interchange area. This amendment No. 3 to Cooperative Agreement will compensate Caltrans for "Reimbursed Work" related to the Interchange Project - Phase 1. Reimbursable work consists of activities performed by State of California which includes but is not limited to the preparation of specifications; the circulation, review, and preparation of final Caltrans District 11 plans, specifications, and estimate package; preparation and advertisement of contract bid documents; and award of the approved construction contract for the Project.

**STAFF RECOMMENDATION:**

Approve the Ordinance(s)

**EXECUTIVE SUMMARY OF ITEM BACKGROUND:** The proposed project provides for the modifications of State Route 163 and Friars Road Interchange in order to optimize traffic circulation within the interchange area. In 2003, the City authorized a Cooperative Agreement with Caltrans which defines the City's and Caltrans responsibilities for the design of the State Route 163 and Friars Road Project and in 2010, the City authorized Amendment No. 1 to the Cooperative Agreement to extend the termination date of the agreement thru December 31, 2015. Also, during the design process the project was divided into three separate construction phases, due to the funding constraints.

In 2013, City authorized Amendment No. 2 to the Cooperative Agreement in order to compensate Caltrans for "Reimbursed Work" which was not part of the original Cooperative Agreement or Amendment No. 1. The "Reimbursed Work" consists of activities performed by State of California which includes but is not limited to the preparation of specifications; the circulation, review, and preparation of final Caltrans District 11 plans, specifications, and estimate package; preparation and advertisement of contract bid documents; and award of the approved construction contract for the State Route 163 and Friars Road Interchange Project - Phase 1.

Due to the complexity of the project and extensive work associated with the right of way activities and utility relocations the costs to Caltrans for the "Reimbursed Work" has increased. This action would compensate Caltrans for the "Reimbursed Work" related to the Project.

A future action and new Cooperative Agreement will be processed to provide the funds to Caltrans when the State Route 163 and Friars Road Interchange Project - Phase 1 is ready for construction.

The scope of work for Phase 1 of the project includes but is not limited to the widening of Friars Road from Avenida De Las Tiendas to Mission Center Road which includes the bridge over State Route 163, improvements to Frazee Road and Avenida De Las Tiendas, coordination of signal timing through Friars Road corridor, removal of existing NB to EB off-ramp, reconstruction of SB and NB loop off-ramps, construction of interim SB SR-163 auxiliary lane, and construction of soundwalls. Bike lanes and sidewalks will be constructed in both directions of Friars Road and comply with the American Disability Act (ADA). The on and off ramps will be realigned to eliminate “free right” movements and enhance safety for bicyclists and pedestrians. Additional improvements include traffic signal modifications at the on- and off-ramp intersections, a new traffic signal at the intersection of the NB off-ramp and SB on-ramps, and reconfiguration of Frazee Road near the Friars Road intersection to increase the number of thru and turning lanes. Also, additional right of way along the project corridor will be acquired for the project, as needed.

**CITY STRATEGIC PLAN GOAL(S)/OBJECTIVE(S):**

Goal #2: Work in partnership with all of our communities to achieve safe and livable neighborhoods.

Objective #3: Invest in infrastructure.

Objective #4: Foster services that improve the quality of life.

Goal #3: Create and sustain a resilient and economically prosperous City.

Objective #1: Create, dynamic neighborhoods that incorporate mobility, connectivity, and sustainability.

**FISCAL CONSIDERATIONS:**

In 2003, the City authorized a Cooperative Agreement with Caltrans which defines the City's and Caltrans responsibilities for the design of the State Route 163 and Friars Road Project at no cost to City.

In 2010, the City authorized Amendment No. 1 to the Cooperative Agreement to extend the termination date of the agreement thru December 31, 2015.

In 2013, City authorized Amendment No. 2 to the Cooperative Agreement in order to compensate Caltrans for "Reimbursed Work" at a cost not to exceed \$229,000.

Funding for this action in the amount of \$480,000 is available in CIP S-00851, State Route 163 and Friars Road Interchange, Fund 400135, Mission Valley - Urban Community. With approval of this action, the total cost of the agreement will be \$709,000

**EQUAL OPPORTUNITY CONTRACTING INFORMATION:** 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).

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: Resolution No. R-298491 dated October 14, 2003 authorized Cooperative Agreement with Caltrans.  
Ordinance 20003 filed November 9, 2010, authorized Amendment No. 1 to Cooperative Agreement with Caltrans.  
Ordinance 20288 filed July 30, 2013, authorized Amendment No. 2 to Cooperative Agreement with Caltrans.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: Early on in the process a public scoping meeting for the project was conducted as part of the environmental review process and public comments were provided to the City. Project presentations were made to the Mission Valley Unified Planning Group, Linda Vista Community Planning Group and the Serra Mesa Community Planning Group in order to receive feedback and approval of the project. Lastly, a public meeting was conducted by the Planning Commission for the certification and approval of the Environmental Impact Report.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Mission Valley Unified Planning Group, Linda Vista Community Planning Group, Serra Mesa Community Planning Group, City of San Diego, SANDAG, Caltrans and Dokken Engineering.

Gibson, Marnell  
Originating Department

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Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION CITY OF SAN DIEGO <b>EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION</b>	DATE: May 11, 2015
SUBJECT: Amendment #3 to Cooperative Agreement with Caltrans for the Construction of State Route 163 and Friars Road Interchange - Phase 1	

**GENERAL CONTRACT INFORMATION**

Recommended Agency: State of California Department of Transportation (Caltrans)

**Amount of this Action:** \$ 480,000.

Previous Actions: \$ 229,000.

Cumulative Agreement Amount: \$ 609,000.

Funding Source: City of San Diego

Goal: N/A

**SUBCONTRACTOR PARTICIPATION**

There are no identified subcontractors associated with this current action; however, subsequent actions must adhere to funding agency requirements.

**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**

**RW**

**AMENDMENT NO. 3 TO AGREEMENT**

This Amendment No. 3 to Agreement, entered into effective on \_\_\_\_\_, 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 chartered city of the State of California, referred to herein as **CITY**.

**RECITALS**

1. STATE and CITY, collectively referred to as PARTNERS, entered into Agreement 11-0608 (Agreement) on October 14, 2003, said Agreement stating CITY desires to reconstruct State Route 163/Friars Road Interchange, referred to as PROJECT, and is willing to fund one hundred percent (100%) of all capital outlay and staffing costs.
2. PARTNERS also entered into Amendment No. 1 to Agreement effective on November 9, 2010, to extend termination date from December 31, 2010 to December 30, 2015; and Amendment No. 2, to have STATE perform REIMBURSED WORK.
3. PARTNERS also entered into Amendment No. 2 to Agreement effective on July 30, 2013, to have STATE perform work in the Design phase of the PROJECT, referred to as REIMBURSED WORK. CITY agreed to pay STATE for the actual costs for completing REIMBURSED WORK which was estimated to be \$228,982. The actual costs came up more than the estimate shown in Exhibit A attached to Amendment no. 2. CITY has agreed to pay STATE for those additional costs, upon execution of this Amendment.
3. It has been determined that work will not be completed by December 30, 2015.

**IT IS THEREFORE MUTUALLY AGREED**

1. CITY agreed to reimburse STATE for performing REIMBURSED WORK. Upon execution of this Agreement, STATE will invoice CITY for \$480,000, the estimated additional cost of REIMBURSED WORK, and CITY agrees to pay STATE within forty-five (45) days after receipt of billing.
2. Paragraph 3 of Section II of original Agreement is replaced in its entirety as follows:
  3. STATE Point of Contact: Fred Yazdan, Project Manager  
4050 Taylor Street  
San Diego, CA 92110  
Tel: (619) 688-3620  
Email: [fred.yazdan@dot.ca.gov](mailto:fred.yazdan@dot.ca.gov)

3. The termination date specified in Section III, Article 16 of the original Agreement is now December 31, 2016.
4. All other terms and conditions of said Agreement as already amended shall remain in full force and effect.

**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**

APPROVED

APPROVED

By: \_\_\_\_\_  
LAURIE BERMAN  
District Director

By: \_\_\_\_\_  
W. DOWNS PRIOR  
Principal Contract Specialist

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

CERTIFIED AS TO FUNDS

Jan Goldsmith, City Attorney

By: \_\_\_\_\_  
Marlene Davis  
District Budget Manager/lw\_\_\_\_\_

By: \_\_\_\_\_  
Deputy City Attorney

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

**CERTIFICATE OF UNALLOTTED BALANCE**

ORIGINATING CC 3000007882  
 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: \$480,000.00

Vendor: Caltrans

Purpose: To authorize the expenditure of funds not to exceed \$480,000.00 to Caltrans for Amendment No. 3 to the Cooperative Agreement for the State Route 163 and Friars Road Interchange Project - Phase I.

Date: May 18, 2015 By: Elizabeth Warnock  
 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	S00851	400135		512034	OTHR-00000000-TR	2113		S-00851.02.02	\$480,000.00
TOTAL AMOUNT									\$480,000.00

FUND OVERRIDE

11-SD-163  
KP 6.7 / 7.5  
EA 085780  
Agreement No. 11-0608  
Interchange Reconstruction  
and Widening

**COOPERATIVE AGREEMENT**

This AGREEMENT entered into effective on OCT 14 2003, 2003, 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 municipal corporation of the State of California, referred to herein as "CITY".

**RECITALS**

1. STATE and CITY, pursuant to Streets and Highways Code Section 130, are authorized to enter into a Cooperative Agreement for improvements to State highways within the City of San Diego.
2. CITY desires State highway improvements consisting of reconstructing State Route 163(SR-163)/Friars Road interchange; widening of SR-163/Friars Road overcrossing and its approaches, referred to herein as "PROJECT" and is willing to fund one hundred percent (100%) of all capital outlay and staffing costs.
3. STATE's funds will not be used to finance any of the capital and support costs for PROJECT.
4. Construction of PROJECT will be the subject of a separate future Agreement.
5. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be developed, designed, and financed.

**SECTION I**

**CITY AGREES:**

1. To fund one hundred percent (100%) of Project Report (PR) costs, Environmental Document costs and all preliminary and design engineering costs, including, but not limited to, costs incurred for the preparation of contract documents, advertising for bids, and awarding the construction contract for PROJECT.
2. To have a PR, including all necessary environmental documentation (ED), and detailed Plans, Specifications, and Estimate (PS&E) prepared, at no cost to STATE, and to submit each to STATE for STATE's review and concurrence at appropriate stages of development. The PR,

DOCUMENT NO. 298491  
 OCT 14 2003  
 FILED  
 OFFICE OF THE CITY CLERK  
 SAN DIEGO, CALIFORNIA

and the final plans and specifications for PROJECT shall be signed by a Civil Engineer registered in the State of California.

3. To permit STATE to monitor and participate in the selection of personnel who will prepare the PR, conduct environmental studies and obtain approval for PROJECT, prepare the PS&E, and provide the right of way engineering services, and to permit STATE to oversee the performance of right of way activities. CITY agrees to consider any request by STATE to discontinue the services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform in accordance with the scope of work and/or other pertinent criteria.
4. Personnel who prepare the PS&E and right of way maps shall be made available to STATE, at no cost to STATE, through completion of construction of PROJECT to discuss problems which may arise during construction and/or to make design revisions for contract change orders.
5. To make written application to STATE for necessary encroachment permits authorizing entry of CITY onto the State highway right of way to perform surveying and other investigative activities required for preparation of the PR, ED, and/or PS&E.
6. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
7. To identify and locate all high and low risk underground facilities within the area of PROJECT and to protect or otherwise provide for such facilities, all in accordance with STATE's "Manual on High and Low Risk Underground Facilities Within Highway Rights of Way". CITY hereby acknowledges receipt of STATE's "Manual on High and Low Risk Underground Facilities Within Highway Rights of Way".
8. If any existing public and/or private utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, CITY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal in accordance with STATE's policy and procedure for those facilities located within the limits of work included in the improvement to the State highway and in accordance with CITY's policy for those facilities which are or will be located outside of the limits of the State highway. The total costs to PROJECT of such protection, relocation, or removal within the present or future State highway right of way shall be determined in accordance with STATE's policies and procedures.
9. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities within the State highway right of way and that such work will be completed prior to the award of the contract to construct PROJECT or as covered in the PS&E for said contract. This evidence shall include a reference to all required State highway encroachment permits.
10. CITY shall require any utility owner and/or its contractor performing the protection or relocation work within the State highway right of way to obtain an encroachment permit from STATE prior to the performance of said work.

11. To acquire and furnish all right of way, if any, outside of the existing State highway right of way and to perform all right of way activities, including all eminent domain activities, if necessary, at no cost to STATE, and in accordance with procedures acceptable to STATE. These activities shall comply with all applicable State and Federal laws and regulations, subject to STATE's quality assurance to insure that the completed work is acceptable for incorporation into the State highway right of way.
12. To utilize the services of a qualified public agency or a qualified consultant, as determined by STATE's District Division Chief of Right of Way, in all matters related to the acquisition of right of way in accordance with STATE's procedures as published in STATE's current Right of Way Manual. Whenever personnel other than personnel of a qualified public agency are utilized, administration of the personnel contract shall be performed by a qualified Right of Way person employed or retained by CITY.
13. To certify legal and physical control of right of way ready for construction and that all right of way parcels were acquired in accordance with applicable State and Federal laws and regulations, subject to review and concurrence by STATE prior to the advertisement for bids for the contract to construct PROJECT.
14. To provide electronic "As-builts" within thirty (30) days of completion and acceptance of the construction contract for PROJECT in the format stated in Article 24 of this Section I.
15. To prepare Right of Way Engineering Hard Copies, Right of Way Appraisal Maps, Record of Surveys, and Right of Way Record Maps in accordance with the State of California Right of Way Manual, Chapter 6 – Right of Way Engineering, the State of California Drafting and Plans Manual, the State of California Surveys Manual Chapter 10, applicable State laws, and other pertinent reference material and examples as provided by STATE.
16. To have all necessary Right of Way Maps and Documents used to acquire right of way by CITY, prepared by or under the direction of a person authorized to practice land surveying in the State of California. Each Right of Way Map and Document shall bear the appropriate professional seal, certificate number, expiration date of registration certification and signature of the license person in "Responsible Charge of Work".
17. To submit to STATE for review and acceptance all Right of Way Engineering Hard Copies and Right of Way Appraisal Maps with appurtenant back-up and reference data prior to preparation of legal descriptions and acquisitions documents.
18. Personnel who prepare right of way maps, documents, and related materials shall be made available to STATE, at no cost to STATE, during and after construction of PROJECT until completion and acceptance by STATE of Right of Way Record Maps and Records of Surveys.
19. To deliver to STATE legal title to the right of way, free and clear of all encumbrances detrimental to STATE's present and future uses not later than the date of acceptance by STATE of maintenance and operation of the highway facility. 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 for by CITY.
20. To be responsible, at CITY's expense, for the investigation of potential hazardous material sites within and outside of the existing State highway right of way that would impact

PROJECT as part of the responsibility for the ED for PROJECT. If CITY encounters hazardous material or contamination within the existing State highway right of way during said investigation, CITY shall immediately notify STATE and responsible control agencies of such discovery.

21. To obtain, at CITY' expense, all necessary permits and/or agreements from appropriate regulatory agencies. All mitigation, monitoring, and/or remedial action required by said permits shall constitute parts of the cost of PROJECT.
22. All aerial photography and photogrammetric mapping shall conform to STATE's latest standards.
23. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, survey documents to be furnished are three sets of contract prints, with one set showing control, a complete photo index - two prints and a copy of the negative, and the original aerial photography negative.
24. If CITY desires to have STATE advertise, award, and administer the construction contract for PROJECT, CITY shall provide all plans prepared by CITY or CITY's consultant on CD-ROM Micro Station .dgn files. One copy of the data on the CD, including the Engineer's electronic signature and seal, shall be provided to STATE upon completion of the final PS&E for PROJECT. STATE reserves the right to modify CD requirements and STATE shall provide CITY advance notice of any such modifications. Reimbursement to STATE for costs incurred by STATE to advertise, award, and administer the construction contract for PROJECT will be covered in the separate Cooperative Agreement referred to in Article 11 of Section III of this Agreement.
25. To perform all engineering services required for PROJECT at CITY's expense. If CITY requests STATE to perform any of these services, CITY shall reimburse STATE for such services. An Amendment to this Agreement authorizing STATE's performance of such services will be required prior to performance of any engineering work by STATE.
26. CITY Point of Contact: Mark S. Koll  
1010 Second Ave. Ste 1200 MS-612  
San Diego, CA 92101  
Tel: (619) 533-3669

## SECTION II

### STATE AGREES:

1. To provide prompt reviews and approvals, as appropriate, of submittals by CITY, and to cooperate in timely processing of PROJECT.
2. Upon proper application by CITY, to issue, at no cost to CITY, an encroachment permit to CITY authorizing entry onto the State highway right of way to perform survey and other investigative activities required for preparation of the PR/PSR, ED, and/or PS&E. If CITY uses consultants rather than its own staff to perform required work, the consultants will also

be required to obtain a separate encroachment permit. These permits will be issued at no cost upon proper application by the consultants.

3. STATE Point of Contact: David Stebbins, Project Manager  
Caltrans Office of Design, MS-35  
PO BOX 85406  
San Diego, CA 92186-5406  
Tel: (619) 688-6721

### SECTION III

#### IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of funds and all other resources by the Legislature, the California Transportation Commission, and other referenced funding sources identified herein, as appropriate, to STATE for the purposes of fulfilling STATE's obligations herein.
2. The parties hereto will carry out PROJECT in accordance with the Scope of Work, attached and made a part of the Agreement, which outlines the specific responsibilities of the parties hereto. The attached Scope of Work may be modified in writing in the future to reflect changes in the responsibilities of the respective parties. Such modifications shall be concurred with by CITY's Director of Public Works or other official designated by CITY and STATE's District Director for District 11 and become a part of this Agreement after execution of the amending document by the respective officials of the parties.
3. The Project Study Report (PSR), approved on 11/1/1988, is by this reference, made an express part of this Agreement.
4. The design, right of way acquisition, and preparation of environmental documents for PROJECT shall be performed in accordance with STATE's standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be approved by STATE via the processes outlined in STATE's Highway Design Manual and appropriate memorandums and design bulletins published by STATE. In the event that STATE proposes and /or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards". STATE shall consult with CITY in a timely manner regarding effect of proposed and/or required changes on PROJECT.
5. CITY's share of all changes in development and construction costs associated with modifications to the basic design features as described above shall be in the same proportion as described in this Agreement, unless mutually agreed to the contrary by STATE and CITY in a subsequent amendment to this Agreement.
6. For the purpose of this Agreement, any hazardous material or contamination found within the area of PROJECT shall be classified in two categories, HM-1 and HM-2. Hazardous material or contamination of an HM-1 category shall be defined as that level or type of contamination which State or Federal regulatory control agencies having jurisdiction have determined must be cleaned up by reason of its mere discovery, regardless or whether it is disturbed by

PROJECT or not. Hazardous material or contamination of an HM-2 category shall be 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 not proceed.

7. STATE shall perform, or cause to be performed, all required clean up of any hazardous material or contamination of an HM-1 category found within the existing State highway right of way during investigative studies. CITY shall perform, or caused to be performed, all required cleanup of any hazardous material or contamination of an HM-1 category found within the local road right of way during investigative studies. Whether CITY decides to proceed with PROJECT or not, STATE shall sign the HM-1 manifest and pay all costs for required cleanup within the existing State highway right of way and CITY shall sign the HM-1 manifest and pay all costs for required cleanup within the local road right of way. If STATE determines, in its sole judgment, that costs for cleanup within the existing State highway right of way and/or within the local road right of way are increased as a result of CITY's decision to proceed with PROJECT, these additional costs identified by STATE shall be deemed a part of the costs of PROJECT and CITY shall pay these costs.
8. CITY shall perform, or caused to be performed, the cleanup of any hazardous material or contamination of an HM-2 category found within the existing State highway right of way and/or within the local road right of way during investigative studies at CITY's expense if CITY decides to proceed with PROJECT. CITY shall sign any HM-2 manifest if PROJECT proceeds and HM-2 material must be removed in lieu of being treated in place. If CITY decides to not proceed with PROJECT, there will be no obligation to either CITY and STATE other than CITY's duty to cover and protect HM-2 material left in place.
9. If hazardous material or contamination of either HM-1 or HM-2 category is found on new right of way to be acquired by CITY for PROJECT, CITY, as between CITY and STATE only, shall be responsible, at CITY's expense, for all required remedy or remedial action and/or protection and shall guarantee STATE that said new right of way is clean prior to transfer of title to STATE in accordance with Article 13 of Section I of this Agreement. The generator of the hazardous material or, if none can be identified or found, the present property owner, whether a private entity or a local public agency, or CITY, as a last resort, shall sign the manifest.
10. 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.
11. 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.
12. 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 to 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.

13. 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 under or 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 under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
14. 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 under or 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 under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.
15. This Agreement may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto.

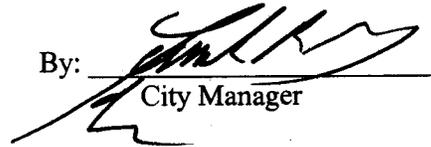
16. This Agreement shall terminate upon completion and acceptance of the construction contract for PROJECT, or on December 31, 2010, whichever is earlier in time.

**STATE OF CALIFORNIA**  
**Department of Transportation**

**CITY OF SAN DIEGO**

Jeff Morales  
Director of Transportation

By:   
Deputy District Director, Design

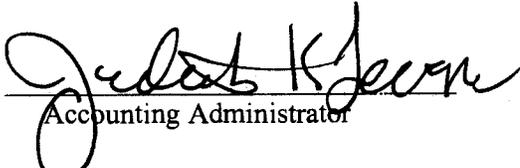
By:   
City Manager

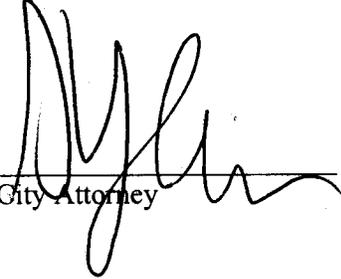
Approved as to Form and Procedure:

By:   
Attorney  
Department of Transportation

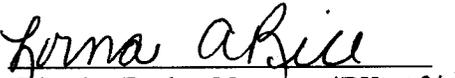
Attest:   
City Clerk

Certified as to Financial Terms and Conditions:

By:   
Accounting Administrator

By:   
City Attorney

Certified as to funds:

By:   
District Budget Manager/BK 

### SCOPE OF WORK

This Scope of Work outlines the specific areas of responsibility for various project development activities for the proposed reconstruction of Friars Road / SR-163 interchange and widening of the Friars Road Overcrossing and its approaches.

1. CITY will be the Lead Agency for CEQA and STATE will be the State Lead Agency for NEPA. The Federal Highway Administration (FHWA) will be the Federal Lead Agency for NEPA. CITY will prepare the environmental document to meet the requirements of CEQA and NEPA. The environmental document will require STATE review and approval prior to public circulation. CITY will provide all data for and prepare drafts of the Project Report (PR). STATE will review and process the reports and request approval of the PROJECT and document by the FHWA. CITY will be responsible for the public hearing process.
2. CITY and STATE concur that the proposal is a Category 3 as defined in STATE's Project Development Procedures Manual.
3. CITY will submit drafts of environmental technical reports and individual sections of the environmental document to STATE, as they are developed, for review and comment. Traffic counts and projections to be used in the various reports shall be supplied by STATE if available, or by CITY. Existing traffic data shall be furnished by CITY.
4. STATE will review, monitor, and approve all project development reports, studies, and plans, and provide all necessary implementation activities up to but not including advertising of PROJECT.
5. All phases of PROJECT, from inception through construction, whether done by CITY or STATE, will be developed in accordance with all policies, procedures, practices, and standards that STATE would normally follow.
6. Detailed steps in the project development process are attached to this Scope of Work. These Attachments are intended as a guide to STATE's and CITY's staff.

**ATTACHMENT 1  
PLANNING PHASE ACTIVITIES**

<b>PROJECT ACTIVITY</b>	<b>RESPONSIBILITY</b>	
	<b>STATE</b>	<b>LOCAL AGENCY</b>
<b>1. ENVIRONMENTAL ANALYSIS &amp; DOCUMENT PREPARATION</b>		
Establish Project Development Team (PDT)	X	X
Approve PDT	X	
Project Category Determination	X	
Prepare Preliminary Environmental Assessment		X
Identify Preliminary Alternatives and Costs		X
Prepare and Submit Environmental Studies and Reports		X
Review and Approve Environmental Studies and Reports	X	
Prepare and Submit Draft Environmental Document (DED)		X
Review DED in District	X	
<b>2. PROJECT GEOMETRICS DEVELOPMENT</b>		
Prepare Existing Traffic Analysis		X
Prepare Future Traffic Volumes for Alternatives		X
Prepare Project Geometrics and Profiles		X
Prepare Layouts and Estimates for Alternatives		X
Prepare Operational Analysis for Alternatives		X
Review and Approve Project Geometrics and Operational Analysis	X	
<b>3. PROJECT APPROVAL</b>		
Lead Agency for Environment Compliance Certifies ED in Accordance with its Procedures	X	X
Prepare Draft Project Report (DPR)		X
Finalize and Submit Project Report with Certified ED for Approval		X
Approve Project Report	X	

**ATTACHMENT 2**  
**DESIGN PHASE ACTIVITIES**

PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	LOCAL AGENCY
<b>1. PRELIMINARY COORDINATION</b>		
Request 1 - Phase EA	X	
Field Review of Site	X	X
Provide Geometrics		X
Approve Geometrics	X	
Obtain Surveys & Aerial Mapping		X
Obtain Copies of Assessor Maps and Other R/W Maps		X
Obtain Copies of As-Builts		X
Send Approved Geometrics to Local Agencies for Review	X	
Revise Approved Geometrics if Required		X
Approve Final Geometrics	X	
Determine Need for Permits from Other Agencies	X	X
Request Permits		X
Initial Hydraulics Discussion with District Staff		X
Initial Electrical Design Discussion with District Staff		X
Initial Traffic & Signing Discussion with District Staff		X
Initial Landscape Design Discussion with District Staff		X
Plan Sheet Format Discussion	X	X
<b>2. ENGINEERING STUDIES AND REPORTS</b>		
Prepare & Submit Materials Report & Typical Section		X
Review and Approve Materials Report & Typical Section	X	
Prepare & Submit Landscaping Recommendation		X
Review & Approve Landscaping Recommendation	X	
Prepare & Submit Hydraulic Design Studies		X
Review & Approve Hydraulic Design Studies	X	
Prepare & Submit Bridge General Plan & Structure Type Selection		X
Review & Approve Bridge General Plan & Structure Type Selection	X	

RESPONSIBILITY  
STATE LOCAL  
AGENCY

## PROJECT ACTIVITY

## 3. R/W ACQUISITION &amp; UTILITIES

(Used when qualified Local Agency is performing R/W activities.)

Request Utility Verification		X
Request Preliminary Utility Relocation Plans from Utilities		X
Prepare R/W Requirements		X
Prepare R/W and Utility Relocation Cost Estimates		X
Submit R/W Requirements & Utility Relocation Plans for Review		X
Review and Comment on R/W Requirements	X	
Longitudinal Encroachment Review	X	
Longitudinal Encroachment Application to District		X
Approve Longitudinal Encroachment Application	X	
Request Final Utility Relocation Plans		X
Check Utility Relocation Plans		X
Submit Utility Relocation Plans for Approval		X
Approve Utility Relocation Plans	X	
Submit Final R/W Requirements for Review & Approval		X
Fence and Excess Land Review	X	
R/W Layout Review	X	
Approve R/W Requirements	X	
Obtain Title Reports		X
Complete Appraisals		X
Review and Approve Appraisals for Setting Just Compensation	X	
Prepare Acquisition Documents		X
Acquire R/W		X
Open escrows and Make Payments		X
Obtain Resolution of Necessity		X
Perform Eminent Domain Proceedings		X
Provide Displacee Relocation Services		X
Prepare Relocation Payment Valuations		X
Provide Displacee Relocation Payments		X
Perform Property Management Activities		X
Perform R/W Clearance Activities		X
Prepare and Submit Certification of R/W		X
Review and Approve Certification of R/W	X	
Transfer R/W to STATE - Approve & Record Title Transfer Documents	X	
Prepare R/W Record Maps		X

RESPONSIBILITY	
STATE	LOCAL
	AGENCY

## PROJECT ACTIVITY

## 4. PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES

Prepare and Submit Preliminary Stage Construction Plans		X
Review Preliminary Stage Construction Plans	X	
Calculate and Plot Geometrics		X
Cross-Sections & Earthwork Quantities Calculation		X
Prepare and Submit BEES Estimate		X
Put Estimate in BEES	X	
Local Review of Preliminary Drainage Plans and Sanitary Sewer and Adjustment Details		X
Prepare & Submit Preliminary Drainage Plans		X
Review Preliminary Drainage Plans	X	
Prepare Traffic Striping and Roadside Delineation Plans & Submit for Review		X
Review Traffic Striping and Roadside Delineation Plans	X	
Prepare & Submit Landscaping and/or Erosion Control Plans		X
Review Landscaping and/or Erosion Control Plans	X	
Prepare & Submit Preliminary Electrical Plans		X
Review Preliminary Electrical Plans	X	
Prepare & Submit Preliminary Signing Plans		X
Review Preliminary Signing Plans	X	
Quantity Calculations		X
Safety Review	X	X
Prepare Specifications	X	
Prepare & Submit Checked Structure Plans		X
Review & Approve Checked Structure Plans	X	
Prepare Final Contract Plans		X
Prepare Lane Closure Requirements		X
Review and Approve Lane Closure Requirements	X	
Prepare & Submit Striping Plan		X
Review & Approve Striping Plan	X	
Prepare Final Estimate		X
Prepare & Submit Draft PS&E		X
Review Draft PS&E	X	
Finalize & Submit PS&E to District		X

(R-2004-373)

RESOLUTION NUMBER R- 298491

ADOPTED ON OCT 14 2003

WHEREAS, new development in Mission Valley has increased traffic congestion in the area; and

WHEREAS, the proposed improvements to State Route 163/ Friars Road Interchange and Friars Road [Project] would ease traffic congestion in the area; and

WHEREAS, the Project will reconstruct the State Route 163/Friars Road Interchange and widen the overcrossing and approaches at State Route 163/Friars Road; and

WHEREAS, the City of San Diego desires to enter into a cooperative agreement with the State of California to improve state highways within the City of San Diego; NOW

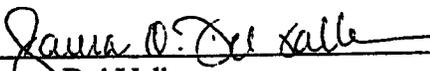
THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, a Cooperative Agreement with the State of California for the reconstruction of State Route 163/Friars Road Interchange, under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR-298491, together with any reasonably necessary modifications or amendments thereto which do not increase project scope

or cost and which the City Manager shall deem necessary from time to time in order to carry out the purposes and intent of this project and agreement.

APPROVED: CASEY GWINN, City Attorney

By

  
\_\_\_\_\_  
Laura Del Valle  
Deputy City Attorney

LDV:jc:sc

Aud.Cert:N/A

Or.Dept:E&CP

R-2004-373

Passed and adopted by the Council of the City of San Diego on October 14, 2003 by the following vote:

YEAS: PETERS, ZUCCHET, ATKINS, LEWIS, MAIENSCHIN, FRYE, MADAFFER, INZUNZA, MAYOR MURPHY.

NAYS: NONE.

NOT PRESENT: NONE.

AUTHENTICATED BY:

DICK MURPHY

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

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-298491 passed and adopted by the Council of The City of San Diego, California on October 14, 2003

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By:  Deputy

FIVE

DUPLICATE ORIGINAL

11-SD-163  
KP 6.7 1 7.5  
EA 085780  
Agreement No. 11-0608  
Interchange Reconstruction  
and Widening

**AMENDMENT NO. 1 TO AGREEMENT**

THIS AMENDMENT NO. 1 TO AGREEMENT, ENTERED INTO EFFECTIVE ON  
NOV 09 2010, 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 municipal  
corporation and a political subdivision  
of the State of California, referred to  
herein as "CITY."

**RECITALS**

1. The parties hereto entered into an Agreement (District Agreement Number 11-0608, CITY Document No. 015744) on October 13, 2003, said Agreement stated CITY desires State highway improvements consisting of reconstructing State Route 163 (SR-163) Friars Road interchange; widening of SR-163/Friars Road overcrossing and its approaches, referred to herein as "PROJECT" and is willing to fund one hundred percent (100%) of all capital outlay and staffing costs.
2. It has been determined that the PROJECT will not be completed within the termination date specified in the original agreement.

**IT IS THEREFORE MUTUALLY AGREED**

1. The termination date specified in Section III, Article 16 of the original Agreement is now December 30, 2015, instead of December 31, 2010.
2. All other terms and conditions of said Agreement shall remain in full force and effect.

DOCUMENT NO.	00-20003
FILED	NOV 09 2010
OFFICE OF THE CITY CLERK	

3. This Amendment No. 1 to Agreement is hereby deemed to be a part of to Agreement No. 11-0608 (Document No. 015744).

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

CITY OF SAN DIEGO

Cindy McKim  
Director of Transportation

By: [Signature]  
Laurie Berman  
District Director

By: [Signature]  
W. Downs Prior  
Principal Contract Specialist  
Purchasing & Contracting  
12/19/10

Certified as to Funds:

By: [Signature]  
Marlene Davis UP  
District Budget Manager

By: [Signature]  
Elizabeth Maland  
City Clerk

APPROVED AS TO FORM AND  
PROCEDURE

By: [Signature]  
City Attorney

D-20003

54  
11/09

ORDINANCE NUMBER O- 20003 (NEW SERIES)

DATE OF FINAL PASSAGE NOV 16 2010

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE EXECUTION OF AN EXTENSION TO THE COOPERATIVE AGREEMENT WITH CALTRANS FOR THE STATE ROAD 163 AND FRIARS ROAD INTERCHANGE PROJECT.

WHEREAS, on October 13, 2003 the City entered into a Cooperative Agreement with Caltrans for improvements to the State Road 163 and Friars Road Interchange; and

WHEREAS, this Cooperative Agreement is scheduled to expire on December 31, 2010; and

WHEREAS, due to project delays Caltrans is requesting that the term of the Cooperative Agreement be extended until December 30, 2015; NOW THEREFORE,

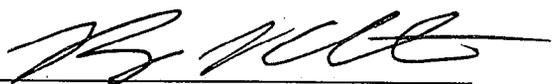
BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That the Mayor, or his designee, is hereby authorized and empowered to execute, for and on behalf of said City, an extension of a Cooperative Agreement with CALTRANS, for construction improvements to the SR-163 and Friars Road Interchange Project under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. OO - 20003.

Section 2. That a full reading of this ordinance is dispensed with prior to its passage, a written or printed copy having been available to the City Council and the public a day prior to its passage.

Section 3. 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

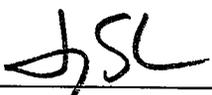
RK:cfq  
09/28/2010  
Or.Dept:E&CP/Transportation  
O-2011-33  
Pro-law 2010-02602

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of NOV 9 2010

ELIZABETH S. MALAND  
City Clerk

By   
Deputy City Clerk

Approved: 11.14.10  
(date)

  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

Passed by the Council of The City of San Diego on NOV 09 2010, by the following vote:

Council Members	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"/>
Donna Frye	<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"/>
Ben Hueso	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Date of final passage NOV 16 2010

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

OCT 19 2010, and on NOV 16 2010

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

I FURTHER CERIFY 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- 20003

Passed by the Council of The City of San Diego on November 9, 2010, by the following vote:

**YEAS:** LIGHTNER, FAULCONER, GLORIA, YOUNG, DEMAIO, FRYE,  
EMERALD.  
**NAYS:** NONE.  
**NOT PRESENT:** HUESO.  
**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 - 20003 (New Series) of The City of San Diego, California.

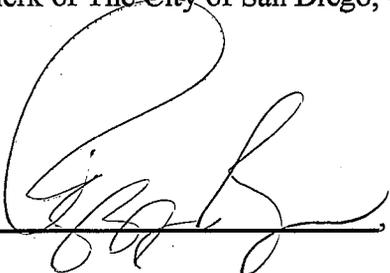
I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on October 19, 2010, and on November 16, 2010.

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

## AMENDMENT NO. 2 TO AGREEMENT

This Amendment No. 2 to Agreement, entered into effective on — JUL 30 2013, is between the **STATE OF CALIFORNIA**, acting by and through its Department of Transportation, referred to herein as **STATE**, and

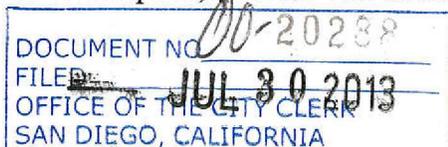
**CITY OF SAN DIEGO**, a body politic and chartered city of the State of California, referred to herein as **CITY**.

### RECITALS

1. STATE and CITY, collectively referred to as PARTNERS, entered into Agreement 11-0608 (Agreement) on October 14, 2003, said Agreement stating CITY desires to reconstruct State Route 163/Friars Road Interchange, referred to as PROJECT, and is willing to fund one hundred percent (100%) of all capital outlay and staffing costs.
2. The PARTNERS also entered into an Amendment No. 1 to Agreement on November 9, 2010, to extend termination date from December 31, 2010 to December 30, 2015.
3. Agreement established CITY as performing work on PROJECT, including Project Report (PR), Environmental Document, Right of Way Acquisition, and PS&E, and STATE providing reviews and approvals, as appropriate, of CITY submittals.
4. PARTNERS now seek to have STATE perform work in the Design Phase of PROJECT not identified as STATE responsibility in Agreement as follows: Prepare Specifications, Circulate, Review, and Prepare Final District PS&E package; Contract Bid Documents Ready To List; and Awarded and Approved Construction Contract; referred to here collectively as REIMBURSED WORK.

### IT IS THEREFORE MUTUALLY AGREED

1. REIMBURSED WORK is defined as activities performed by STATE to Prepare Specifications; Circulate, Review, and Prepare Final District PS&E package; Contract Bid Documents Ready To List; and Awarded and Approved Construction Contract, as shown on revised Attachment 2, Project Activity, "4. Preparation of Plans, Specifications, and Estimates".
2. CITY agrees to reimburse STATE for its actual cost for completing REIMBURSED WORK. Upon execution of this Agreement, STATE will invoice CITY for \$229,000; the estimated cost of REIMBURSED WORK, as shown in Exhibit A, attached hereto and made a part of Agreement. CITY agrees to pay STATE within forty-five (45) days after receipt of billing. After PARTNERS agree that all work is complete, STATE will submit



final accounting for all REIMBURSED WORK. Based on the final accounting, STATE will refund or invoice, as necessary to satisfy the financial commitments in this Agreement.

3. Paragraph 26 of Section I of original Agreement is replaced in its entirety as follows:

26. CITY Point of Contact: Jeffrey R. Manchester, PE, QSD  
City of San Diego, Public Works Dept  
600 B Street, Ste 800, MS 908A  
San Diego, CA 92010  
Tel: (619) 533-4661  
Email: [jmanchester@sandiego.gov](mailto:jmanchester@sandiego.gov)

4. Paragraph 3 of Section II of original Agreement is replaced in its entirety as follows:

3. STATE Point of Contact: Chris Thomas, Project Manager  
4050 Taylor Street  
San Diego, CA 92110  
Tel: (619) 688-3620  
Email: [chrismthomas@dot.ca.gov](mailto:chrismthomas@dot.ca.gov)

5. "Paragraph 4, Attachment 2 Design Phase Activities" will be replaced in its entirety with Paragraph 4, Revised Attachment 2 Design Phase Activities".

6. All other terms and conditions of said Agreement as already amended shall remain in full force and effect.

ORIGINAL

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.

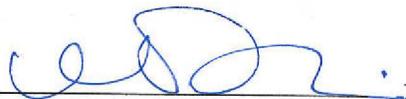
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

CITY OF SAN DIEGO

APPROVED

APPROVED

By:   
 LAURIE BERMAN  
 District Director

By:  8/24/13  
 W. Downs Prior  
 Principal Contract Specialist  
 Public Works Contracting

CERTIFIED AS TO FUNDS:

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

Jan Goldsmith, City Attorney

By:  for MO  
 Marlene Davis  
 District Budget Manager/UP 

By:   
 Ryan Kohut  
 Deputy City Attorney

 20288

**Revised Attachment 2**  
**Design Phase Activities**

RESPONSIBILITY  
 STATE LOCAL  
 AGENCY

PROJECT ACTIVITY

4. PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATES

Prepare and Submit Preliminary Stage Construction Plans		X
Review Preliminary Stage Construction Plans	X	
Calculate and Plot Geometries		X
Cross-Sections & Earthwork Quantities Calculation		X
Prepare and Submit BEES Estimate		X
Put Estimate in BEES	X	
Local Review of Preliminary Drainage Plans and Sanitary Sewer and Adjustment Details		X
Prepare & Submit Preliminary Drainage Plans		X
Review Preliminary Drainage Plans	X	
Prepare Traffic Striping and Roadside Delineation Plans & Submit for Review		X
Review Traffic Striping and Roadside Delineation Plans	X	
Prepare & Submit Landscaping and/or Erosion Control Plans		X
Review Landscaping and/or Erosion Control Plans	X	
Prepare & Submit Preliminary Electrical Plans		X
Review Preliminary Electrical Plans	X	
Prepare & Submit Preliminary Signing Plans		X
Review Preliminary Signing Plans	X	
Quantity Calculations		X
Safety Review	X	X
Prepare Specifications ( <b>WBS 230.35</b> )	X	
Prepare & Submit Checked Structure Plans		X
Review & Approve Checked Structure Plans	X	
Prepare Final Contract Plans		X
Prepare Lane Closure Requirements		X
Review and Approve Lane Closure Requirements	X	
Prepare & Submit Striping Plan		X
Review & Approve Striping Plan	X	
Prepare Final Estimate		X
Prepare & Submit Draft PS&E ( <b>WBS 230</b> )	X	X
Review Draft PS&E	X	
Finalize & Submit PS&E to District		X
<b>Circulate, Review, and Prepare Final District Plans, Specifications, and Estimates Package (WBS 255)</b>	X	
<b>Contract Bid Documents Ready to List (WBS 260)</b>	X	
<b>Contract Ready for Advertising (WBS 265.50)</b>	X	
<b>Advertised Contract (WBS 265.55)</b>	X	
<b>Bids Opened (WBS 265.60)</b>	X	
<b>Contract Award (WBS 265.65)</b>	X	

Note: Changes are noted in bold type.

11-085781

Reimbursable resources estimated on February 20, 2013

District PS&E  
 Ready to List  
 Approve Contract  
 CCA

1/29/2014  
 7/2/2014  
 2/2/2015  
 6/13/2016

HQ \$ 67,950  
 DIST \$ 161,032  
 TOTAL \$ 228,982

Project Scope: IN SD CNTY IN SD FR 0.6 M S TO 1.4 MILES N OF FRIARS RD OC REVISE INTERCHANGE/WIDEN OC

RBS CODE	Rate (\$/hr)	WBS CODE (HOURS)										Total Hours	Total XPM	Reimb Factor	Total Reimbursed	
		230	230.35	255	260	265.50	265.55	265.60	265.65	DISTRICT						
																HQ
TRAFFIC OPS - FREEWAY OPS	\$ 115	12	-	12	4	-	-	-	-	-	-	28	\$ 3,220	1.59	\$ 5,120	
ENG SVCS (SIGNING & STRIPING)	\$ 99	12	-	12	4	-	-	-	-	-	-	28	\$ 2,772	1.59	\$ 4,407	
ENG SVCS (TRAFFIC ELEC DESIGN)	\$ 111	8	24	16	8	-	-	-	-	-	-	56	\$ 6,216	1.59	\$ 9,883	
TRAFFIC OPS - DTM (TMC)	\$ 94	8	-	8	4	-	-	-	-	-	-	20	\$ 1,880	1.59	\$ 2,989	
ENV PLAN-A	\$ 74	12	8	12	16	-	-	-	-	-	-	48	\$ 3,552	1.59	\$ 5,648	
ENV PLAN (ARCHAEOLOGIST)	\$ 73	4	4	4	-	-	-	-	-	-	-	12	\$ 876	1.59	\$ 1,393	
DESIGN (UNIT 225)	\$ 105	25	16	25	24	-	-	-	-	-	-	90	\$ 9,450	1.59	\$ 15,026	
ENGR SVCS (UTILITIES ENGINEERING)	\$ 114	12	24	16	8	-	-	-	-	-	-	60	\$ 6,840	1.59	\$ 10,876	
CONSTRUCTION (DISTRICT OFFICE)	\$ 105	16	8	20	16	-	-	-	-	-	-	60	\$ 6,300	1.59	\$ 10,017	
PROJ DEV (CONSTRUCTABILITY REVIEW)	\$ 112	-	-	8	4	-	-	-	-	-	-	12	\$ 1,344	1.59	\$ 2,137	
ENG SVCS (HYDRAULICS)	\$ 106	8	16	16	4	-	-	-	-	-	-	44	\$ 4,664	1.59	\$ 7,416	
ENG SVCS (OFFICE ENGINEER)	\$ 110	12	80	80	80	-	-	-	-	-	-	252	\$ 27,720	1.59	\$ 44,075	
ENG SVCS (PLANS ENGR)	\$ 112	20	8	20	24	-	-	-	-	-	-	72	\$ 8,064	1.59	\$ 12,822	
ENG SVCS (CADD)	\$ 66	2	-	4	40	-	-	-	-	-	-	46	\$ 3,036	1.59	\$ 4,827	
TRANS PLANNING (BIKE COORDINATOR)	\$ 54	-	4	8	-	-	-	-	-	-	-	12	\$ 648	1.59	\$ 1,030	
ENV (NPDES)	\$ 106	4	8	8	4	-	-	-	-	-	-	24	\$ 2,544	1.59	\$ 4,045	
R/W GENERAL (RR COORDINATOR)	\$ 103	-	8	2	2	-	-	-	-	-	-	12	\$ 1,236	1.59	\$ 1,965	
R/W GENERAL	\$ 103	4	8	8	8	-	-	-	-	-	-	28	\$ 2,884	1.59	\$ 4,586	
MAINTENANCE SUPPORT	\$ 106	-	4	8	4	-	-	-	-	-	-	16	\$ 1,696	1.59	\$ 2,697	
DESIGN (LANDSCAPE)	\$ 99	8	32	16	8	-	-	-	-	-	-	64	\$ 6,336	1.59	\$ 10,074	
HQ																
OFFICE OF EXT-FINANCED PROJ (STRUCTURES)	\$ 122	8	8	8	20	-	-	-	-	-	-	44	\$ 5,368	1.59	\$ 8,535	
ENG SVCS-HQ (CONTRACT SUPPORT)	\$ 46	-	-	-	-	30	5	5	5	10	10	50	\$ 2,300	1.59	\$ 3,657	
ENG SVCS-HQ (CONTRACTS)	\$ 112	-	-	-	-	40	20	20	20	40	40	120	\$ 13,440	1.59	\$ 21,370	
ENG SVCS-HQ (CONTRACT AWARDS)	\$ 73	-	-	-	-	-	-	-	-	-	40	40	\$ 2,920	1.59	\$ 4,643	
ENG SVCS-HQ (CONTRACT STANDARDS)	\$ 128	-	-	-	-	40	-	-	-	-	-	40	\$ 5,120	1.59	\$ 8,141	
ENG SVCS-HQ (PROJ CONTROL & SUPPORT)	\$ 112	-	-	-	-	10	10	10	10	10	10	40	\$ 4,480	1.59	\$ 7,123	
ENG SVCS-HQ (STRUCTURE SPECS SOUTH)	\$ 117	8	8	8	20	-	-	-	-	-	-	44	\$ 5,148	1.59	\$ 8,185	
ENG SVCS-HQ (CONTRACT PLANS)	\$ 66	-	-	-	-	40	5	5	5	10	10	60	\$ 3,960	1.59	\$ 6,296	
															\$ 144,014	\$ 228,982

Item 53  
7/30/13  
(O-2014-4)

ORDINANCE NUMBER O- 20288 (NEW SERIES)

DATE OF FINAL PASSAGE AUG 05 2013

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE COOPERATIVE AGREEMENT WITH CALTRANS FOR THE STATE ROUTE 163 AND FRIARS ROAD INTERCHANGE PROJECT IN THE MISSION VALLEY COMMUNITY PLAN AREA.

WHEREAS, on October 14, 2003 the City Council authorized (Resolution R-298491) the execution of a Cooperative Agreement for the State Route 163 and Friars Road Interchange Project in the Mission Valley Community Plan Area (Project); and

WHEREAS, on November 16, 2010, the City Council authorized (Ordinance O-20003) a First Amendment to the Cooperative Agreement with Caltrans to extend the term of the Cooperative Agreement through December 31, 2015; and

WHEREAS, during the design process it was determined to divide construction of the Project into three phases; and

WHEREAS, this proposed Second Amendment to the Agreement with Caltrans is required to provide Caltrans funds necessary to complete construction documents for Phase I of the Project; and

WHEREAS, a future Third Amendment to the Cooperative Agreement with Caltrans is contemplated to provide Caltrans funds for construction of Phase I of the Project; NOW, THEREFORE;

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

Section 1. That the Mayor be and he is hereby authorized to execute, for and on behalf of said City, a Second Amendment to the Cooperative Agreement with Caltrans for the purpose of

completing the SR 163 and Friars Road Interchange Project, under the terms and conditions set forth in the Agreement on file in the Office of the City Clerk as Document No. OO-\_\_\_\_\_, 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 \$229,000 from CIP S-00851, State Route 163 and Friars Road Interchange Project, Fund 400135, Mission Valley Development Impact Fee Fund, 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.

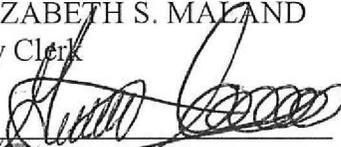
APPROVED: JAN I. GOLDSMITH, City Attorney

By   
Ryan P. Kohut  
Deputy City Attorney

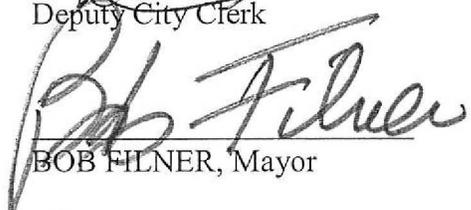
RPK:cfq  
7/8/2013  
Or.Dept:ROW  
CC#: 3000006162  
Document Number: 593828

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of JUL 30 2013

ELIZABETH S. MALAND  
City Clerk

By   
Deputy City Clerk

Approved: 8/2/13  
(date)

  
BOB FILNER, Mayor

Vetoed: \_\_\_\_\_  
(date)

  
BOB FILNER, Mayor

Passed by the Council of The City of San Diego on July 30, 2013 by the following vote:

**YEAS:** LIGHTNER, FAULCONER, GLORIA, COLE, KERSEY,  
SHERMAN, ALVAREZ, EMERALD.  
**NAYS:** NONE.  
**NOT PRESENT:** ZAPF.  
**RECUSED:** NONE.  
**VACANT:** NONE.

AUTHENTICATED BY:

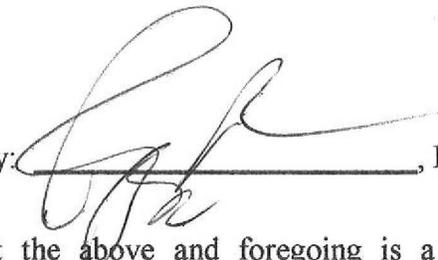
**BOB FILNER**

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-20288 (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 July 15, 2013 and on August 5, 2013.

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