

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000008163
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Works/Engineering	DATE: 8/12/2015
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SUBJECT: State Route 163 and Friars Road Interchange - Sixth Amendment to Agreement with Dokken Engineering

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	400169				
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	\$668,319.00	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): Previously Authorized \$6,674,680
This request \$668,319
Total \$7,342,999

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Gibson, Marnell	08/20/2015
Financial Management	CFO		
Liaison Office	DEPUTY CHIEF	Gomez, Paz	09/10/2015
Comptroller	COO		
Equal Opportunity Contracting	CITY ATTORNEY	Palmucci, Ray	08/27/2015
	COUNCIL PRESIDENTS OFFICE		

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

1. Authorizing the Mayor or his designee to execute a Sixth Amendment to Agreement with Dokken Engineering, Inc. for design services of CIP S-00851, State Route 163/Friars Road, in an amount not to exceed \$668,319; and
2. Authorizing the Chief Financial Officer to expend an amount not to exceed \$668,319 from CIP S-00851, State

Route 163/Friars Road, Fund 400169, TransNet for the purposes of executing this Sixth Amendment to Agreement.	
STAFF RECOMMENDATIONS: Adopt 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) Please contact Luis Schaar at M.S. 908A after council approval for final processing of the agreement and authorization to issue the notice to proceed.

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 8/12/2015

ORIGINATING DEPARTMENT: Public Works/Engineering

SUBJECT: State Route 163 and Friars Road Interchange - Sixth Amendment to Agreement with Dokken Engineering

COUNCIL DISTRICT(S): 7

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

DESCRIPTIVE SUMMARY OF ITEM:

The council actions will authorize the execution of the sixth amendment to agreement with Dokken Engineering and expenditure of funds to provide for design services in the preparation of plans, specifications, and estimate for the construction of State Route 163 and Friars Road Interchange Project- Phase 1.

STAFF RECOMMENDATION:

Adopt the Ordinance(s)

EXECUTIVE SUMMARY OF ITEM BACKGROUND: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. The project has been divided into three separate construction phases. This Sixth Amendment to agreement would provide design services in the preparation of plans, specifications, and estimate for the construction of phase 1.

The scope of work for Phase 1 includes, but is not limited to, the widening of Friars Road from Avenida De Las Tiendas to Mission Center Road, including 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. Bicycle and sidewalk facilities will be enhanced by a part of this project, constructing missing segments where previously mobility was identified to be underserved. All pedestrian facilities as constructed in both directions of Friars Road comply with the provisions contained in both the American Disability Act (ADA) and California Building Code Title 24.

The Project provides substantial benefits to traffic circulation, improving level-of-service (LOS) on local streets and reducing congestion. Further, the first phase of the project is consistent with community planning documents and future phases of the project, and improves business access within the project footprint. Also included with this project, several on and off ramps will be realigned to eliminate continuous flow 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. Right-of-way along the project corridor will be acquired for the project as required by the project improvements.

The advertisement for consultant services was for the entire project. Under the agreement, the design services were to be provided in two stages. The first stage of design was for environmental approval (NEPA and CEQA), permitting, and the completion of Caltrans project report in compliance with current standards and regulations. The design services required to obtain environmental approval, permitting, and project report have been completed under the current agreement and amendments 1 thru 4. The Fifth Amendment to the agreement was for the preparation of plans, specifications, and estimate for the construction of phase 1.

The proposed sixth amendment is to provide for, but not limited to, the following additional out of scope design services that include new City and/or Caltrans requirements:

- Additional submittals and review of project plans, specification and estimates for Caltrans District 11 to administer, advertise and award the construction of the project. (New Caltrans requirement)
- Modifying the plans, specification, and estimate to include the use of rubberized hot mix asphalt pavement into the project. (New Caltrans requirement)
- Preparation and submittal of a digital design model of the project for the contractors use during the construction of the project. It has been ascertained this method is more efficient and results in construction cost savings. (New Caltrans requirement)
- The preparation and design of a Class IV cycle track facility on the west side of Ulric Street. (New City requirement)
- The preparation and submittal of an environmental reevaluation report. (Out of Scope service)
- The preparation and submittal of a time extension for California Department of Fish and Wildlife streambed alteration agreement. (Out of Scope service)

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.

FISCAL CONSIDERATIONS:

Funding for these actions in an amount not to exceed \$668,319 is available in Fund 400169, Transnet, S-00851, State Route 163/Friars Road.

EQUAL OPPORTUNITY CONTRACTING INFORMATION:

This agreement is subject to the City's Equal Employment Opportunity Outreach Program (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION: RR-298019 dated, June 3, 2003, Original Agreement; RR-300220 dated March 14, 2005, First Amendment; RR-301928 dated September 26, 2006, Second Amendment; OO-19729 dated February 19, 2008, Third Amendment; OO-19937 dated March 9, 2010, Fourth Amendment; OO-20115 dated December 06, 2011, Fifth Amendment

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

Gomez, Paz
Deputy Chief/Chief Operating Officer

ORDINANCE NUMBER O-_____ (NEW SERIES)

DATE OF FINAL PASSAGE _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING TO EXECUTE THE SIXTH
AMENDMENT AGREEMENT WITH DOKKEN
ENGINEERING FOR THE STATE ROUTE 163 AND FRIARS
ROAD INTERCHANGE.

WHEREAS, the State Route 163 and Friars Road Interchange Project (Project) will provide for the modifications of State Route 163 and Friars Road Interchange in order to optimize traffic circulation within the interchange area in State Route 163 and Friars Road Interchange; and

WHEREAS, the Sixth Amendment to the Agreement with Dokken Engineering will provide for design services in the preparation of plans, specifications, and estimates for the construction of Phase 1 of the Project; and

WHEREAS, the Project provides substantial benefits to traffic circulation, improving level-of-service on local streets and reducing congestion, is consistent with community planning documents and future phases of the project, improves business access within the project footprint and enhances the safety of pedestrians and bicyclists; 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 authorized to execute a Sixth Amendment to the Agreement for design services with Dokken Engineering, Inc. for CIP S-00851, State Route 163/Friars Road, in an amount not to exceed \$668,319.00.

Section 2. That the Chief Financial Officer is authorized to expend an amount not to exceed \$668,319.00 from CIP S-00851, State Route 163/Friars Road, Fund 400169, TransNet for the purposes of executing this Sixth Amendment to the Agreement.

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 _____
Raymond C. Palmucci
Deputy City Attorney

RCP:mt
8/27/2015
Doc. #1088212
Dept:Public Works/Engineering

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

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:
September 9, 2015

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

SUBJECT: State Route 163 and Friars Road Interchange – Sixth Amendment to Agreement with Dokken Engineering

GENERAL CONTRACT INFORMATION

Recommended Consultant: Dokken Engineering

Amount of this Action: \$668,319.00 (Not to exceed)

Previous Actions: \$6,674,680.00

Cumulative Amount: \$7,342,999.00

Funding Source: City of San Diego

Goal: 15% Voluntary

SUBCONSULTANT PARTICIPATION

	<u>This Action</u>		<u>Cumulative</u>	
Aguirre & Associates (DBE, MBE, SLBE – M. Latino)	\$0.00	0.0%	\$20,700.00	0.3%
Estrada Land Planning (DBE, SDBE, SLBE F. Latino)	\$12,000.00	2.0%	\$182,500.00	2.5%
Helix Environmental Planning (Not Certified)	\$138,624.00	21.0%	\$1,284,083.00	17.5%
Linscott, Law & Greenspan (Not Certified)	\$0.00	0.0%	\$193,145.00	2.6%
Southern California Soil & Testing (DVBE, SLBE M. Cauc)	\$0.00	0.0%	\$162,680.00	2.2%
TY Lin International (Not Certified)	\$0.00	0.0%	\$482,110.00	6.6%
Value Management Strategies Not Certified)	\$0.00	0.0%	\$20,900.00	0.3%
Total Certified Participation	\$12,000.00	2.0%	\$365,880.00	5.0%
Total Non-Certified Participation	\$138,624.00	21.0%	\$1,980,238.00	27.0%
Total Subcontractor Participation	\$150,624.00	23.0%	\$2,346,118.00	32.0%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Dokken Engineering submitted a Work Force Report for their San Diego County employees dated August 18, 2015 indicating 54 employees in their Administrative Work Force.

The Administrative Work Force indicates under representation in the following categories:

- Asian, Filipino, and Female in A&E, Science, Computer
- Asian, Filipino, and Female in Technical
- Latino, Filipino, and Female in Administrative Support

Based on the under representations in the workforce noted above, staff has an approved Equal Employment Opportunity (EEO) Plan on file as of September 8, 2015. Staff will continue to monitor the firm's efforts to implement their EEO plan.

This agreement is subject to the City's Equal Employment Opportunity Outreach Program (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

H031387

Original Commitment to Certified Firms: 7.4% DBE

JS



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Dokken Engineering

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 110 Blue Ravine Road, Suite 200

City: Folsom County: Sacramento State: CA Zip: 95630

Telephone Number: (916) 858-0642 Fax Number: (916) 858-0643

Name of Company CEO: Richard Dokken

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 5675 Ruffin Road, Suite 250

City: San Diego County: San Diego State: CA Zip: 92123

Telephone Number: (858) 514-8377 Fax Number: (858) 514-8608

Type of Business: Civil Engineering Type of License: Business

The Company has appointed: Camran Sadeghi

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 110 Blue Ravine Road, Suite 200

Telephone Number: (916) 858-0642 Fax Number: (916) 858-0643

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Dokken Engineering

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 18th day of August, 2015

(Authorized Signature)

John Klemunes, PE, Regional Manager
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Dokken Engineering DATE: August 18, 2015

OFFICE(S) or BRANCH(ES): San Diego COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial												1		
Professional														
A&E, Science, Computer	1		3		1				1	2	15	2	2	
Technical			2			1	1			1	6	3		
Sales														
Administrative Support		1	1		2						4	4		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1	1	6		3	1	1		1	3	26	9	2	
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Grand Total All Employees 54

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	--	--	--	--	--	--	--	--	--	--	--	--	--	--
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2

NAME OF FIRM: Dokken Engineering DATE: August 18, 2015

OFFICE(S) or BRANCH(ES): Folsom COUNTY: Sacramento

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial						1					3	1		
Professional														
A&E, Science, Computer			2	2	1				1		21	11		
Technical			3		3						6	2	1	
Sales														
Administrative Support	1				1	1					1	4	1	
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1		5	2	5	2			1		31	18	2	
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Grand Total All Employees	69
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled			0	0	0	0					0	0		
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2

NAME OF FIRM: Dokken Engineering DATE: August 18, 2015

OFFICE(S) or BRANCH(ES): Temecula COUNTY: Riverside

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer												3		
Technical			1									1		
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column			1								3	1		
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Grand Total All Employees	5
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	--	--	--	--	--	--	--	--	--	--	--	--	--	--
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Dokken Engineering DATE: August 18, 2015

OFFICE(S) or BRANCH(ES): All Branches COUNTY: San Diego, Riverside, Sacramento

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
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Grand Total All Employees 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm’s work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm’s work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from

Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm’s Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and

Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers

Computer Specialists

Engineers

Mathematical Science Occupations

Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians

Health Technologists and Technicians

Life, Physical, and Social Science Technicians

Media and Communication Equipment Workers

Sales

Other Sales and Related Workers

Retail Sales Workers

Sales Representatives, Services

Sales Representatives, Wholesale and Manufacturing

Supervisors, Sales Workers

Administrative Support

Financial Clerks

Information and Record Clerks

Legal Support Workers

Material Recording, Scheduling, Dispatching, and
Distributing Workers

Other Education, Training, and Library Occupations

Other Office and Administrative Support Workers

Secretaries and Administrative Assistants

Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers

Cooks and Food Preparation Workers

Entertainment Attendants and Related Workers

Fire Fighting and Prevention Workers

First-Line Supervisors/Managers, Protective Service
Workers

Food and Beverage Serving Workers

Funeral Service Workers

Law Enforcement Workers

Nursing, Psychiatric, and Home Health Aides

Occupational and Physical Therapist Assistants and
Aides

Other Food Preparation and Serving Related Workers

Other Healthcare Support Occupations

Other Personal Care and Service Workers

Other Protective Service Workers

Personal Appearance Workers

Supervisors, Food Preparation and Serving Workers

Supervisors, Personal Care and Service Workers

Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers

Electrical and Electronic Equipment Mechanics,
Installers, and Repairers

Extraction Workers

Material Moving Workers

Other Construction and Related Workers

Other Installation, Maintenance, and Repair
Occupations

Plant and System Operators

Supervisors of Installation, Maintenance, and Repair
Workers

Supervisors, Construction and Extraction Workers

Vehicle and Mobile Equipment Mechanics, Installers,
and Repairers

Woodworkers

Operative Workers

Assemblers and Fabricators

Communications Equipment Operators

Food Processing Workers

Metal Workers and Plastic Workers

Motor Vehicle Operators

Other Production Occupations

Printing Workers

Supervisors, Production Workers

Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers

Other Transportation Workers

Rail Transportation Workers

Supervisors, Transportation and Material Moving
Workers

Water Transportation Workers

Laborers

Agricultural Workers

Animal Care and Service Workers

Fishing and Hunting Workers

Forest, Conservation, and Logging Workers

Grounds Maintenance Workers

Helpers, Construction Trades

Supervisors, Building and Grounds Cleaning and
Maintenance Workers

Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

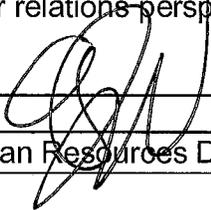
**City of San Diego
Human Resources Department
Request for Human Resources Approval for Purchase Requisition**

Requesting Department:	Public works	AUG 18 2015
Vendor Name:	Dokken Engineering	
Purchase Requisition #:	N/A	
Department Contact:	Mark Koll/Luis Schaar	
Date of Request:	August 13, 2015	
Contract Amount:	\$571,319 to \$668,319 (Amendment #6)	

Please submit request to HumanResources@saniego.gov or MS 56L

Question	Department Response
What is the contract for?	Preparation of <u>plans, specifications</u> and estimate for State Route 163 Interchange/Friars Road - Phase 1
Are City employees currently performing any of the work?	<u>City Staff Managing the contract and in a Deputy City Engineer capacity enforcing standards.</u>
Will any City employees be displaced as a result of this bid?	<u>No</u>
If this is a renewal of an existing contract, how long have these services been contracted out?	<u>N/A</u>
Is this a Public Works Contract? (construction, reconstruction or repair of City buildings, street or other facilities)	<u>N/A</u>
Is this a Tenant Improvement?	<u>N/A</u>
Was another department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication.	<u>N/A</u>

NOTE: If a public works construction contract and over \$100k, see City Charter Section 94.

<u>HUMAN RESOURCES DEPARTMENT USE ONLY</u>	
Based on the Department's representation, this contract is from a labor relations perspective.	<input checked="" type="checkbox"/> APPROVED
 _____ Human Resources Department Liaison	8/20/15 _____ Date

SIXTH AMENDMENT TO AGREEMENT

This Sixth Amendment to the Agreement for Consulting Services (Contract No. H031387) for State Route 163 and Friars Road [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and Dokken Engineering [Consultant].

RECITALS

A. The City and Consultant [collectively referenced herein as the "Parties"] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. RR-2980189, dated June 20, 2003, to provide *professional engineering services* for the preparation of Caltrans Project Report and Environmental Clearance of State Route 163 and Friars Road [Project].

B. The Parties entered into a First Amendment to the Agreement, dated April 7, 2005, which are on file in the Office of the City Clerk as Document No. RR-300220 for the purposes of upgrading the environmental document from a Mitigated Negative Declaration to an Environmental Impact Report and providing the technical studies for the expanded project boundaries.

C. The Parties entered into a Second Amendment to the Agreement, dated November 2, 2006, which is on file in the office of the City Clerk as Document RR-301928 for the purposes of providing additional traffic analysis, engineering support, and additional coordination meetings for the Environmental Impact Report and Project Study Report.

D. The Parties entered into a Third Amendment to the Agreement, dated April 11, 2008, which is on file in the Office of the City Clerk as Document 00-19720 for the purposes of providing additional traffic analysis, engineering support, and additional coordination meetings for the Environmental Impact Report and Project Study Report.

E. The Parties entered into a Fourth Amendment to the Agreement, dated March 26, 2010, which is on file in the Office of the City Clerk as Document 00-19937 for the purposes of providing additional water quality analysis, structure modifications, coordination, landscape modification, updating environmental technical studies, including but not limited to, cultural studies, noise analysis, air quality studies, biological technical studies, and updating the draft/final Project Report and Environmental Documents.

F. The Parties entered into a Fifth Amendment to the Agreement, dated December 28, 2011 which is on file in the Office of the City Clerk as Document 00-20115 for the purposes of providing completion of Phase I Plans Specifications and Estimate for State Route 163 and Friars Road.

G. The City desires to execute a Sixth Amendment to the Agreement for the Consultant to provide additional Professional Services, as indicated in the expanded Scope of

Services [Exhibit A-6], for a compensation amount not to exceed **\$668,319**, (consisting of \$571,319 for the Scope of Services and \$97,000 for Additional Services) with total compensation for services provided under the Agreement not to exceed **\$ 7,342,999** (consisting of \$6,470,949 for the Scope of Services and \$872,050 for Additional Services).

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

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

1. Section 1.1 is amended to read as follows:

ADD: "The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibit A-6] at the direction of the City as specifically enumerated in the Compensation Schedule [Exhibit B-6], and in accordance to the Time Schedule [Exhibit D-6]."

2. DELETE Section 2.1 in its entirety and REPLACE with the following:

"2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or **June 30, 2020** whichever is the earliest."

3. Section 3.1 is amended to read as follows:

ADD: "The City shall pay the Consultant for all Professional Services and all expenses related to performance under this Sixth Amendment to the Agreement, in an amount not to exceed **\$668,319** as set forth in the Compensation Schedule [Exhibit B-6]. The Consultant shall be entitled to compensation for Professional Services under this Sixth Amendment to the Agreement, whether within the Scope of Services or as Additional Services, based on the Compensation Schedule. For the duration of this Sixth Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Compensation Schedule. The Total Compensation to Consultant under this Agreement shall not exceed **\$7,342,999**.

4. Section 3.3 (Additional Services) is amended to read as follows:

ADD: "If the City requires additional Professional Services [Additional Services] beyond the Scope of Services performed pursuant to this Sixth Amendment to the Agreement, except for additional costs as described in Section 3 of this Agreement, the City shall pay Consultant an additional fee not to exceed **\$97,000**. The City and the Consultant must agree in writing upon such fee for a specific task based on the Fee Schedule prior to the Consultant beginning the Additional Services."

5. Article IV is amended to read as follows:

DELETE Section 4.3.1.4 in its entirety and REPLACE with the following:

"4.3.1.4 Architects & Engineers Professional Liability. For all of the Consultant's employees who are subject to this Agreement, the Consultant shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Consultant shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Professional Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Professional Services or termination of this Agreement whichever occurs last. The Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss."

6. DELETE Section 4.3.3.1 in its entirety and REPLACE with the following:

"4.3.3.1 Except for the State Compensation Insurance Fund, all insurance required by this Agreement shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City."

7. DELETE Section 4.3.3.2 in its entirety and REPLACE with the following:

"4.3.3.2 The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein."

8. DELETE Section 4.3.4.1 in its entirety and REPLACE with the following:

"4.3.4.1 Commercial General Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but

not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Consultant's insurance and shall not contribute to it."

9. DELETE Section 4.3.4.2 in its entirety and REPLACE with the following:

"4.3.4.2 Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant."

10. ADD: **"4.21 Prevailing Wage Rates.** Prevailing wage rates apply to this Agreement.

Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, the Consultant and its subconsultants shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

4.21.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Consultant and its subconsultants shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

4.21.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Consultant and its subconsultants shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

4.21.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

4.21.2. Penalties for Violations. Consultant and its subconsultants shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

4.21.3. Payroll Records. Consultant and its subconsultants shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Consultant shall require its subconsultants to also comply with section 1776. [Consultant and its subconsultants shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Consultant is responsible for ensuring its subconsultants submit certified payroll records to the City.

4.21.3.1. For agreements entered into on or after April 1, 2015, Consultant and their subconsultants shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

4.21.4. Apprentices. Consultant and its subconsultants shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Consultant shall be held responsible for the compliance of their subconsultants with sections 1777.5, 1777.6 and 1777.7.

4.21.5. Working Hours. Consultant and their subconsultants shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor

Code sections 1810 through 1815.

4.21.6. Required Provisions for Subcontracts. Consultant shall include at a minimum a copy of the following provisions in any contract they enter into with a subconsultant: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

4.21.7. Labor Code Section 1861 Certification. Consultant in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Agreement, Consultant certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

4.21.8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

4.21.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no Consultant or subconsultant may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a Consultant or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Consultant is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Consultant shall provide proof of registration to the City upon request.

4.21.9.1. A Consultant's inadvertent error in listing a subconsultant who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subconsultant is registered prior to proposal due date; (2) within twenty-four hours after the proposal due date, the subconsultant is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subconsultant is replaced by another registered subconsultant pursuant to Public Contract Code section 4107."

11. DELETE Section 6.1 in its entirety and REPLACE with the following:

"6.1 Indemnification. Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted

by law, Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Consultant or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the Consultant, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or sole willful misconduct of the Indemnified Parties."

12. The following attachments are incorporated herein by reference as follows: Exhibits A-6 (Scope of Services), B-6 (Compensation Schedule), and D-6 (Time Schedule),

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

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, this Sixth Amendment to the Agreement for Consulting Services (Contract No. H031387) for State Route 163 and Friars Road is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Ordinance No. _____ authorizing such execution, and by Consultant.

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

Date: _____

Dokken Engineering
By: *John A. Klammer Jr*
Name: John A. Klammer Jr
Title: Regional Manager
Date: July 29 2015

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

JAN I. GOLDSMITH, City Attorney

By: _____
Ryan Gerrity
Deputy City Attorney

**State Route 163/Friars Road Interchange
AMENDMENT 6: Plans, Specifications and Estimate (PS&E), Construction
Support for Phase 1**

Exhibit A-6 – Scope of Services

1. SCOPE OF WORK

The following is the scope of work associated with Amendment 6 and will supplement the work currently being completed under Amendment 5.

Task A1.0 Project Management

Additional meetings, coordination, and presentations are required to complete the project due to a schedule delay. In early 2014, \$12 million of TransNet funding was shifted from fiscal year 14/15 to fiscal year 15/16. This shift extended the project management timeline (Notice to Proceed to Start of Construction) an additional 12 months.

Task A4.0 Permits and Agreements

Due to the schedule delay and additional requested improvements along Ulric Street, an extension to the Streambed Alteration Agreement (SAA) and an addendum to the Environmental Impact Report (EIR) are required.

A4.6 – Environmental Re-Evaluation

Due to additional requested improvements along Ulric Street, the Environmental Document (CEQA) will require a re-evaluation to determine if additional environmental impacts are anticipated. The consultant will prepare an Addendum to the Friars Road/SR-163 Interchange project EIR, which was certified by the City in 2010.

The Addendum will include the following elements: Background Information, Project Description, Environmental Analysis, and Conclusion. The Consultant will provide an electronic copy of the Addendum. The scope assumes no revisions to the Addendum will be required and Caltrans will be responsible for any additional documentation required under the National Environmental Policy Act (NEPA).

A4.7 – SAA Permit Evaluation

The project's Streambed Alteration Agreement (SAA) (Notification No. 1600-2009-0381-RS) issued by the California Department of Fish and Wildlife (CDFW) is set to expire on October 31, 2015. A one-time extension is required for this project to complete previously authorized activities within CDFW regulated waters.

The Consultant will prepare and submit a request for a one-time SAA extension for the project. The materials will include:

- a) A prepared SAA Extension Form (CDFW version Rev. 1/13)
- b) Requisite attachments
- c) Cover letter
- d) SAA Extension fee of \$245.50 (payable to CDFW Lake and Streambed Alteration Program)
- e) Electronic version of the SAA extension package

Consultant will review related technical studies (e.g. biology report, jurisdictional delineation, and cultural resources study), and conduct a single site visit to verify that ecological/biological baseline conditions have not changed from those documented in the technical studies used to support the Project's existing SAA. The scope assumes

that the previous project information is adequate and that there will be no modifications to the SAA. Additionally, no other federal, state, and local authorizations will require updates.

The Consultant will process the extension with the CDFW. Because an existing SAA has previously been issued, it is assumed that time required to process and obtain this subsequent extension authorization will be substantially less. The scope assumes no coordination with other agencies other than the CDFW is required.

Task A10.0 Final Roadway Phase 1 PS&E

This task accounts for additional submittals required to obtain Office Engineer Log-in. In addition, the District has elected to use the Authority to Advertise District Delegation (AADD) Process on the project. This process has added additional submittals and coordination with Caltrans District functional groups on the project. The consultant will respond to comments from Office Engineer and Caltrans functional groups on the Final Roadway plans and estimate. The special provisions will be completed by Caltrans staff.

A10.27 – Rubberized Hot Mix Asphalt Pavement

On February 10, 2015, Caltrans issued a memorandum requiring projects to use Rubberized Hot Mix Asphalt pavement if the HMA quantities are greater than 1,000 tons, the ambient temperature is greater than 45 degrees Fahrenheit, or the roadway elevation is below 3,000 feet. The Friars Road/SR-163 Interchange project meets the above requirements. Based on the City's concurrence, the Consultant will update the typical sections, layouts, and quantities to reflect this change in policy.

A10.28 – Digital Design Model

For all projects, Caltrans is requiring a Digital Design Model (DDM) of the proposed construction model of the design project. The model is used to create design contours and view the design for completeness and accuracy. Additionally, the DDM is provided to contractors to set grades during construction. The consultant will prepare a DDM in the design software CAICE based on alignment cross sections.

A10.29 – Ulric Street Modifications

Based on discussions with the Transportation and Storm Water Division and Right of Way Division, additional bicycle improvements will be incorporated along Ulric Street from Friars Road to Fashion Hills Boulevard. The City has concurred with providing a Class IV Cycle Track bicycle facility along the western edge of this segment of roadway. The improvements may include adding a concrete barrier to separate the cycle track from vehicles. The Consultant will develop and prepare conceptual exhibits for City review. Once the conceptual plan is approved, the Consultant will incorporate the changes into the final plans and estimate.

In an effort to reduce additional re-design, the Consultant will organize meetings with Caltrans and City staff to discuss drainage impacts and requested design exceptions in order to complete this work within the existing pavement. Once the team has reached an agreement on a proposed design, the Consultant will prepare a Design Exception Fact Sheet package for a total of two (2) additional design exceptions related to the Ulric Street improvements for Caltrans approval and submit an updated Drainage Report.

Task A15.0 Additional Services

Based on discussions with the City and Caltrans, the following tasks are considered "Additional Services" and may be required to complete the project. Work on these tasks requires written approval by City staff.

A15.1 – Drought Tolerant Palette

In response to continuing drought conditions statewide, the City has enacted a Mandatory Water Use Restriction. This restriction may have impacts to the selected plant palette on the Friars Road/SR-163 Interchange project. Additionally, changes to the proposed irrigation system may be required. If requested, the Consultant will update the planting palette based on input from the City and Caltrans as well as modify the proposed irrigation system to meet future requirements and regulations. The Consultant will incorporate the new planting palette and irrigation modifications into the plans and update the estimate.

A15.2 – Design Changes Due to Right of Way Negotiations

The Consultant has been heavily involved in the right of way negotiations. In order to facilitate right of way negotiations, the Consultant has revised final plans and quantities per discussions with the property owners. Since right of way negotiations are on-going, additional re-design may be required. This re-design may include: revising the Avenida de las Tiendas driveway, adding additional architectural treatment to the plans, and modifying construction details. If authorized, the Consultant will revise the plans and estimate per input from future discussions with the property owners.

A15.3 – Plan Revisions Due to Changes in Direction from Caltrans or City

Over the course of the project, Caltrans has implemented policy changes that have impacted the plans, quantities, and estimates for the Friars Road/SR-163 Interchange project. This task will cover unforeseen Caltrans policy changes and subsequent revisions to the plans, quantities, and estimate. Additionally, this task includes requested changes from the City on the plans, quantities, and estimate.

A15.4 – Conversion to Caltrans 2015 Standard Plans and Specifications

The plans and estimate are currently being prepared according to the 2010 Caltrans Standard Plans and Specifications. Caltrans is expected to release the 2015 Standard Plans and Specification in summer 2015. The plans, quantities, and estimate will need to be updated to the new standards in order to receive PS&E certification on the project. This task includes updating the plans, quantities, and estimate to the 2015 standards, if required.

Exhibit B-6: Compensation Schedule

TASK	SUBTASK NUMBER & DESCRIPTION	SUBTASK SUBTOTALS	LUMP SUM COMPEN- SATION
Task A1.0	Project Management		\$ 16,000
	Task A1.1 Project Management	\$16,000	
Task A4.0	Permits and Agreements		\$ 5,995
	Task A4.6 Environmental Re-Evaluation	\$1,779	
	Task A4.7 SAA Permit Evaluation	\$4,216	
Task A10.0	Final Roadway PS&E		\$ 549,324
	Task A10.0 Final Roadway PS&E	\$473,324	
	Task A10.27 Rubberized Hot Mix Asphalt Pavement	\$10,000	
	Task A10.28 Digital Design Model	\$8,000	
	Task A10.29 Ulric Street Modification	\$58,000	
	Additional Services		\$97,000
	Project Total		\$ 668,319

Exhibit D-6: Time Schedule

<u>Task</u>	<u>Duration*</u>
1.0 Project Management	6 Months
4.0 Permits and Agreements	6 Months
10.0 Final Roadway PS&E	6 Months
15.0 Optional Design Services	6 Months

***Beginning from the Notice to Proceed for Amendment #6**

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000008163
 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: \$668,319.00 ✓

Vendor: Dokken Engineering

Purpose: To authorize the expenditure of funds not to exceed \$668,319.00 to Dokken Engineering for the Sixth Amendment to the Agreement for Design Services for the State Route 163 and Friars Road Interchange project.

Date: September 8, 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	S00851	400169		512034	OTHR-00000000-TR	2113		S-00851.02.02	\$668,319.00
TOTAL AMOUNT									\$668,319.00

FUND OVERRIDE

CC 3000008163

Vicinity Map

SR 163 / Friars Road Interchange Project →



Other Contract Documents:

Original Agreement: RR-298019, dated June 3, 2003

First Amendment to Agreement: RR-300220, dated March 14, 2005

Second Amendment to Agreement: RR-301928, dated September 26, 2006

Third Amendment to Agreement: OO-19729, dated February 19, 2008

Fourth Amendment to Agreement: OO-19937, dated March 9 2010

Fifth Amendment to Agreement: OO-20115, dated December 6, 2011

For viewing documents please contact: Mkoll@sandiego.gov