

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO				CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) n/a	
TO: CITY COUNCIL		FROM (ORIGINATING DEPARTMENT): Public Works/Engineering		DATE: 12/10/2015	
SUBJECT: Seventh Amendment to Agreement with AECOM Technical Services, Inc. for the La Jolla Village Drive/I-805 and Miramar Road Widening Project					
PRIMARY CONTACT (NAME, PHONE): Akram Bassyouni, 619-533-3616, M.S.908A			SECONDARY CONTACT (NAME, PHONE): Abi Palaseyed, 619-533-4654, M.S.908A		
COMPLETE FOR ACCOUNTING PURPOSES					
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
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): Original Agreement \$1,330,150 First Amendment \$453,111 Second Amendment \$478,743 Third Amendment \$675,360 Fourth Amendment \$383,091 Fifth Amendment \$809,158 Sixth Amendment \$600,602 This Action - No Cost to City (Extension of time) Total \$4,730,215					
ROUTING AND APPROVALS					
CONTRIBUTORS/REVIEWERS:		APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	
Facilities Financing	Equal Opportunity Contracting	ORIG DEPT.	Gibson, Marnell	12/21/2015	
Liaison Office		CFO	Lewis, Mary	01/07/2016	
Environmental Analysis		DEPUTY CHIEF			
Financial Management		COO			
Comptroller		CITY ATTORNEY			

		COUNCIL PRESIDENTS OFFICE			
PREPARATION OF:	<input type="checkbox"/> RESOLUTIONS	<input checked="" type="checkbox"/> ORDINANCE(S)	<input type="checkbox"/> AGREEMENT(S)	<input type="checkbox"/> DEED(S)	
1. Authorizing the Mayor or his designee to execute a Seventh Amendment to Agreement with AECOM Technical Services, Inc. for the purpose of an extension of time for CIP S-00857 and CIP S-0880, La Jolla Village Drive/I-805 and Miramar Road Widening Project, respectively.					
STAFF RECOMMENDATIONS: Approve the Ordinance(s).					
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)					
COUNCIL DISTRICT(S):		1,5,7			
COMMUNITY AREA(S):		University City			
ENVIRONMENTAL IMPACT:		This activity is adequately addressed in the Final EIR/EIS(Project No. 91-0397/SCH No. 91051062) for the La Jolla Village Drive/I-805 and Miramar Road Widening Project certified by the City Council on October 5, 1998 (Resolution No. RR-290810), 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: 12/10/2015

ORIGINATING DEPARTMENT: Public Works/Engineering

SUBJECT: Seventh Amendment to Agreement with AECOM Technical Services, Inc. for the La Jolla Village Drive/I-805 and Miramar Road Widening Project

COUNCIL DISTRICT(S): 1,5,7

CONTACT/PHONE NUMBER: Akram Bassyouni/619-533-3616, M.S.908A

DESCRIPTIVE SUMMARY OF ITEM:

This action will authorize the Seventh Amendment to Agreement with AECOM Technical Services, Inc. for an extension of time for the La Jolla Village Drive/I-805 and Miramar Road Widening Project at no cost to City.

STAFF RECOMMENDATION:

Approve the Ordinance(s).

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The subject agreement consists of the preparation of plans, specifications and estimate for the reconstruction of the La Jolla Village Drive/Interstate 805 (I-805) Interchange Ramps from a full clover leaf to a partial clover leaf configuration. In addition to ramp modifications, the project involves widening La Jolla Village Drive/Miramar Road, including the bridge over I-805, to provide three through lanes with auxiliary lanes in each direction. It also includes new signalized intersections at the on and off ramps and associated improvements to pedestrian facilities, drainage systems, utility relocations, and a new fiber optic conduit. This project has been completed.

The agreement also includes the preparation of plans, specifications and estimate for the widening of Miramar Road to eight lanes with Class 2 bike lanes from east of the I-805 interchange to approximately 500 feet east of Eastgate Mall. This project was divided into 2 phases. Phase I which are the improvements west of Eastgate Mall have been completed.

Phase II, which will add a westbound right turn lane at Eastgate Mall, was postponed to allow additional time for right of way acquisition which is being processed. After acquisition, the project would be advertised, bid and awarded for construction.

This action will authorize the extension of time for the Seventh Amendment to the Agreement with AECOM Technical Services, Inc. in order to complete Phase II of Miramar Road Widening Project.

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: None with this action.

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: Consultant agreement RR296192 on March 29, 2002, First Amendment, RR297559 on January 28, 2003, Second Amendment, RR-299189 on May 10, 2004, Third Amendment, RR-302020 on October 24, 2006, Fourth Amendment, OO-19692 on December 4, 2007, Fifth Amendment, OO-19785 on September 16, 2008, and Sixth Amendment, OO-20102 on October 11, 2011.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: University City Planning Group Meetings on October 14, 2003 and November 9, 2004 were given informational presentations on the scope, design and project status. For this phase of the project, the community would be contacted and provided with the scope of work and the schedule, prior to construction. If requested, a project representative would be present at the following community meeting to answer questions and receive input.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: City of San Diego, Caltrans, University City Planning Group, AECOM Technical Services, Inc.

Gibson, Marnell
Originating Department

Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION	DATE: December 28, 2015
SUBJECT: Seventh Amendment to Agreement with AECOM Technical Services, Inc. for the La Jolla Drive/I-805 and Miramar Road Widening Project	

GENERAL CONTRACT INFORMATION

Recommended Contractor: AECOM Technical Services, Inc. (Not Certified, M Cauc)

Amount of this Action: No Cost
Original Agreement: \$1,330,150.00
Cumulative Amount: \$4,730,215.00

Funding Source: City of San Diego

Goal: 15% Voluntary (MBE, DBE, WBE, DVBE, OBE)

SUBCONSULTANT PARTICIPATION

This Action

Cumulative

EDAW, Inc. (OBE)	\$0.00	0.00%	\$105,125.00	2.2%
KTU+A (OBE)	\$0.00	0.00%	\$187,425.64	4.0%
Lintvedt, McColl & Associates (OBE)	\$0.00	0.00%	\$335,612.00	7.1%
Ninyo & Moore(MBE)	\$0.00	0.00%	\$61,237.00	1.3%
TY Lin International (OBE)	\$0.00	0.00%	\$137,245.00	2.9%
Urban Systems Associates (OBE)	\$0.00	0.00%	\$369,200.00	7.8%
Natural History Museum (OBE)	\$0.00	0.00%	\$15,696.00	0.3%
Underground Solutions	\$0.00	0.00%	\$11,160.00	0.2%
Wiggans Group, Inc.	\$0.00	0.00%	\$10,890.00	0.2%
Total Certified Participation	\$0.00	0.00%	\$61,237.00	1.3%
Total Non-Certified Participation	\$0.00	0.00%	\$4,668,978.00	24.8%
Total Subcontractor Participation	\$0.00	0.00%	\$4,730,215.00	26.1%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

AECOM Technical Services, Inc. submitted a Work Force Report for their San Diego employees dated, December 16, 2015 indicating 425 employees in their Administrative Work Force.

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

- Black, Latino, Filipino, and Female in Management & Financial
- Black, Latino, Filipino, and Female in Professional
- Black, Latino, Asian, Filipino, and Female in A&E, Science, Computer
- Black, Latino, Asian, Filipino, and Female in Technical

Black, 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 February 9, 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

This action is to authorize a time extension

Original Commitment Certified Amount: 21.29% based on listed certifications in original proposal

JS



City of San Diego

ATTACHMENT AA

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

1010 Second Avenue · Suite 1400 · MS 614C · San Diego, CA 92101

Phone: (619) 533-3450 · Fax: (619) 533-3633

WORK FORCE REPORT

ADMINISTRATIVE

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)*.

CONTRACTOR IDENTIFICATION

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

Name of Company: AECOM Technical Services, Inc.

AKA/DBA: AECOM

Address (Corporate Headquarters, where applicable): 1999 Avenue of the Stars, Suite 2600

City Los Angeles County Los Angeles State CA Zip: 90067

Telephone Number: (213) 593-8100 FAX Number: (213) 593-8178

Name of Company CEO: Michael Burke

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

Address: 401 West A Street, Suite 1200

City San Diego County San Diego State CA Zip 92101

Telephone Number: (619) 610-7600 FAX Number: (619) 610-7601

Type of Business: Environmental, Planning, Engineering

Type of License: _____

The Company has appointed: Renae Coleman, Senior Manager of Human Resources

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: 717 17th Stree, Suite 2600, Denver Colorado, 80202

Telephone Number: (303) 228-3083 FAX Number: (303) 228-3001

- ☐ 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 AECOM Technical Services, Inc.,

(Firm Name)

San Diego

(County)

California

(State)

hereby certify that information provided

herein is true and correct. This document was executed on this 16th day of December, 20 15.

Jeri Fenner

(Authorized Signature)

Teri Fenner

(Print Authorized Signature)

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial		1	3	1	6	1					37	20	7	2
Professional			12	6	4	12					74	59	10	8
A&E, Science, Computer				1	1		1				13	2	27	15
Technical			8	2	1	3		1			31	14	15	2
Sales														
Administrative Support				2	1	1					4	9	5	3
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column		1	23	12	13	17	1	1			159	104	64	30
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Grand Total All Employees	425
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**I-805/La Jolla Village Drive/Miramar Road Interchange Reconstruction & Road Widening
AECOM-Subconsultant Participation**

12/16/2015

Request for Amendment#7	%
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Prime	\$	-
KTU+A	\$	-
LMA/DEA	\$	-
TY Lin	\$	-
Underground Solutions	\$	-
Urban Systems Associates	\$	-
Wiggans Group, Inc	\$	-
Total	\$	-

Entire Contract (including La Jolla Village Drive Interchange, Miramar Road Widening, and Eastgate Mall Phases)

Summary			Amounts by Item									
Cumulative (Original + Amendments 1-7)		%	Original	1	2	3	4	5	6	7	Total	
Prime	\$ 3,496,624.36	73.9%	\$ 759,732.00	\$ 376,891.00	\$ 306,909.36	\$ 590,426.00	\$ 227,229.00	\$ 711,154.00	\$ 524,283.00		\$ 3,496,624.36	
EDAW*	\$ 105,125.00	2.2%	\$ 13,240.00		\$ 50,535.00	\$ 19,592.00	\$ 21,758.00				\$ 105,125.00	
KTU+A	\$ 187,425.64	4.0%	\$ 87,066.00	\$ 34,570.00	\$ 4,898.64	\$ 24,722.00	\$ 5,350.00		\$ 30,819.00		\$ 187,425.64	
LMA/DEA**	\$ 335,612.00	7.1%	\$ 103,000.00	\$ 13,650.00	\$ 75,600.00		\$ 56,858.00	\$ 80,504.00	\$ 6,000.00		\$ 335,612.00	
Natural History Museum	\$ 15,696.00	0.3%					\$ 15,696.00				\$ 15,696.00	
Ninyo & Moore	\$ 61,237.00	1.3%	\$ 59,037.00		\$ 1,800.00	\$ 400.00					\$ 61,237.00	
TY-Lin	\$ 137,245.00	2.9%	\$ 127,075.00			\$ 2,220.00			\$ 7,950.00		\$ 137,245.00	
Urban Systems	\$ 369,200.00	7.8%	\$ 181,000.00	\$ 28,000.00	\$ 39,000.00	\$ 38,000.00	\$ 56,200.00	\$ 17,500.00	\$ 9,500.00		\$ 369,200.00	
Underground Solutions	\$ 11,160.00	0.2%							\$ 11,160.00		\$ 11,160.00	
Wiggans Group, Inc	\$ 10,890.00	0.2%							\$ 10,890.00		\$ 10,890.00	
Total	\$ 4,730,215.00		\$ 1,330,150.00	\$ 453,111.00	\$ 478,743.00	\$ 675,360.00	\$ 383,091.00	\$ 809,158.00	\$ 600,602.00	\$ -	\$ 4,730,215.00	

SEVENTH AMENDMENT TO AGREEMENT

This Seventh Amendment to the *La Jolla Village Dr./I-805 and Miramar Rd. Widening Project (Contract No. H03841)* dated *March 29, 2002* [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and *AECOM Technical Services, Inc. (formerly Boyle Engineering Corporation)* [Design Professional].

RECITALS

A. The City and Design Professional [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-296192, to provide professional engineering services for the reconstruction of the interchange at La Jolla Village Drive/I-805 and improvement of Miramar Road [Project].

B. The Parties entered into a First Amendment to the Agreement, dated January 31, 2003, which is on file in the Office of the City Clerk as Document No. RR-297559 for the purpose of separating the original project into two construction projects.

C. The Parties entered into a Second Amendment to the Agreement, dated May 24, 2004, which is on file in the Office of the City Clerk as Document No. RR-299189 for the purpose of adding additional scope of work to the La Jolla Village Dr./I-805 project in order to address additional traffic staging designs, geometric alterations at ramp intersections and ADA compliance.

D. The Parties entered into a Third Amendment to the Agreement, dated November 30, 2006, which is on file in the Office of the City Clerk as Document No. RR-302020 for the purpose of addressing design changes in landscape irrigation, design exceptions not previously known, changes in Caltrans standards, additional construction support and plan reviews, and preparation of Record of Survey.

E. The Parties entered into a Fourth Amendment to the Agreement, dated December 21, 2007, which is on file in the Office of the City Clerk as Document No. OO-19692 for the purpose of addressing changes in Caltrans design standards and additional construction and design services for the Miramar Road Widening portion of the project.

F. The Parties entered into a Fifth Amendment to the Agreement, dated October 8, 2008, which is on file in the Office of the City Clerk as Document No. OO-19785 for the purpose of addressing changes in Caltrans design standards and provisions, modifying drainage systems and bio-swale alignments, and providing additional bid and construction phase services.

G. The Parties entered into a Sixth Amendment to the Agreement, dated November 23, 2011, which is on file in the Office of the City Clerk as Document No. OO-20102 for the purpose addressing changes in Caltrans procedures and design standards for the La Jolla Village Drive/I-805 project.

H. The City desires to execute a Seventh Amendment to the Agreement to further extend the duration of the Agreement at no additional cost to City.

I. Design Professional desires to provide the services required under this Seventh 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 Design Professional shall perform Professional Services as set forth in the written Scope of Services (Exhibits A-4, A-5 and A-6) at the direction of the City as specifically enumerated in the Compensation and Fee Schedule [Exhibit B-6] and in accordance to the Time Schedule [Exhibit D-7]."

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 **December 31, 2020** whichever is the earliest.

3. 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 Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the 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 Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.”

4. DELETE Section 4.3.3 in its entirety and REPLACE with the following:

“4.3.3 Acceptability of Insurers.

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.

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.”

5. DELETE Section 4.3.4 in its entirety and REPLACE with the following:

“4.3.4 Required Endorsements.

The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

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 Design Professional's insurance and shall not contribute to it.

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 Design Professional."

6. Section 4.8 (Americans with Disabilities Act Statement) is amended as follows:

DELETE the first sentence and REPLACE with the following:

"Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review."

7. 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, Design Professional 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 Design Professional 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 Design Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Design Professional'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.”

8. The following attachments are incorporated herein by reference as follows:

Exhibit D-7 (Time Schedule).

9. The terms Consultant and Design Professional are used interchangeably in the Agreement and all Amendments, and both terms shall mean and refer to AECOM Technical Services, Inc.

10. The Parties agree that this Seventh Amendment to the Agreement represents the entire understanding of the Design Professional 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 Seventh Amendment to the La Jolla Village Dr./I-805 and Miramar Rd. Widening Project 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 the Design Professional.

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

Date: _____

By:  AECOM Technical Services, Inc.

Name: DOMENIC LUPO

Title: TRANS. DEPT. MGR.

Date: 9/15/15

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

CONTRACT AMENDMENT #7

EXHIBIT D-7 TIME SCHEDULE

Miramar Road Project

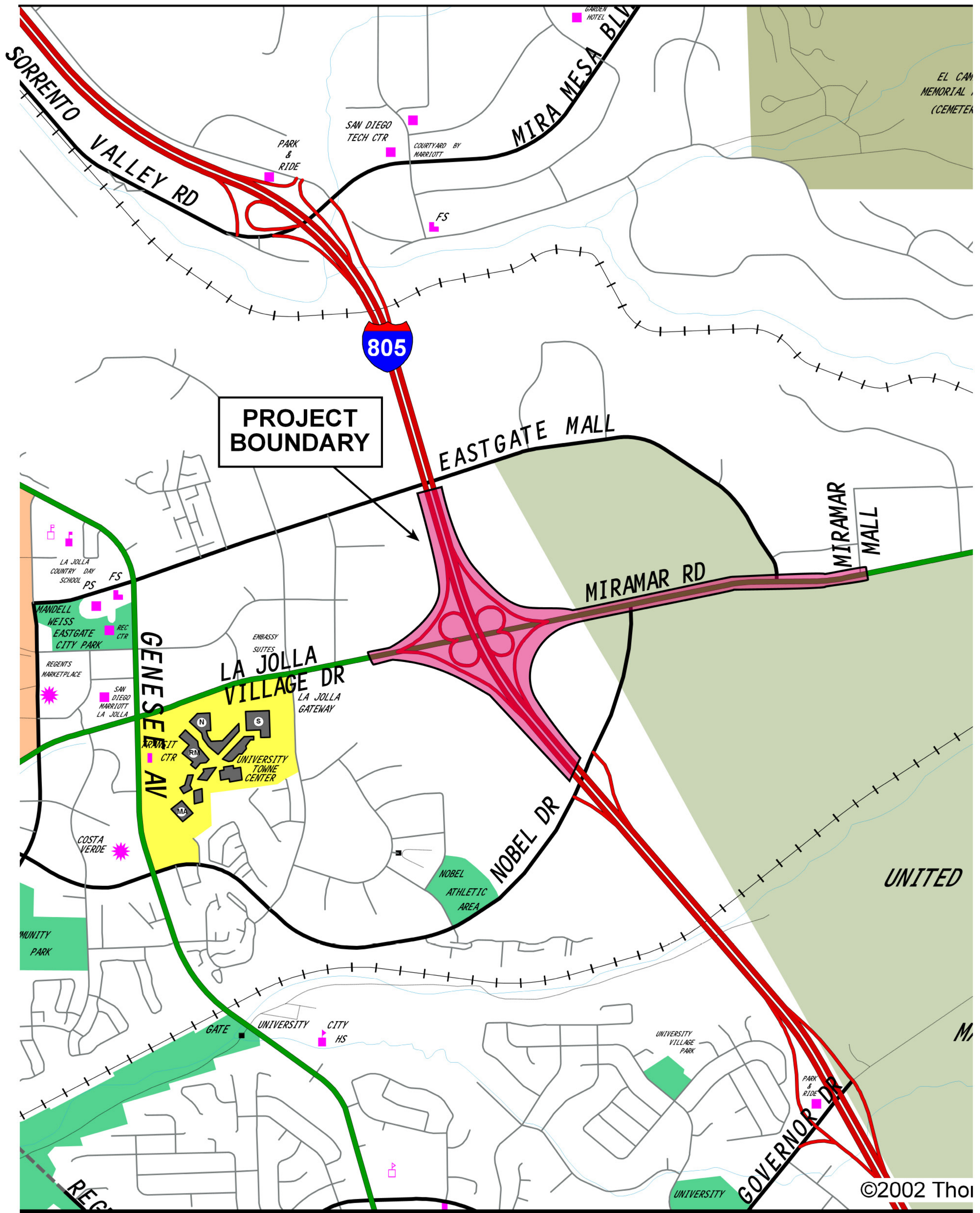
From Notice to Proceed for Amendment #7

Assist with Bid and Construction Phase

30 Months

As-Builts and Warranty

18 Months



Source: Thomas Bros. 2003



No Scale

Figure 2
Vicinity Map

Prior Contract Documents:

Original Agreement: RR-296192, dated March 29, 2002

First Amendment to Agreement: RR-297559, dated January 28, 2003

Second Amendment to Agreement: RR-299189, dated May 10, 2004

Third Amendment to Agreement: RR-302020, dated October 24, 2006

Fourth Amendment to Agreement: OO-19692, dated December 4, 2007

Fifth Amendment to Agreement: OO-19785, dated September 16, 2008

Sixth Amendment to Agreement: OO-20102, dated October 11, 2011

For viewing documents please contact: Mkoll@san Diego.gov