

COMMITTEE ACTION SHEET

COUNCIL DOCKET OF		<u>Nov. 20, 2007</u>	
<input type="checkbox"/> Supplemental	<input type="checkbox"/> Adoption	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Unanimous Consent
			Rules Committee Consultant Review

R -

O -

Amendment No. 1 to Agreement with RBF Consulting for South Mission Valley Trunk Sewer

Reviewed Initiated By NR&C On 11/02/07 Item No. 4

RECOMMENDATION TO:

Approve.

VOTED YEA: Frye, Faulconer, Peters

VOTED NAY:

NOT PRESENT: Maienschein, Hueso

CITY CLERK: Please reference the following reports on the City Council Docket:

REPORT TO THE CITY COUNCIL NO.

COUNCIL COMMITTEE CONSULTANT ANALYSIS NO.

OTHER:

Engineering and Capital Projects Department's October 17, 2007, Executive Summary Sheet

COUNCIL COMMITTEE CONSULTANT



000235

EXECUTIVE SUMMARY SHEET

DATE REPORT ISSUED: October 17, 2007 REPORT NO.
 ATTENTION: Natural Resources & Culture Committee Agenda of October 24, 2007
 ORIGINAL DEPT.: Engineering and Capital Projects, Right of Way Design Division
 SUBJECT: Amendment No. 1 to the Agreement with RBF Consulting
 for South Mission Valley Trunk Sewer
 COUNCIL DISTRICTS: 6 (Frye)
 STAFF CONTACT: M. Gibson (619) 533-5213/W. Gamboa (619) 235-1971

REQUESTED ACTION:

Approve and authorize the expenditure of \$394,148 for Amendment No.1 to the consultant agreement for design revisions, updating the past design, and construction engineering services, and the expense of \$795,852 for in-house engineering and related costs.

STAFF RECOMMENDATION:

- Authorizing the transfer of \$720,000 from CIP 40-928.0 South Pacific Highway Trunk Sewer to CIP 40-931.0, South Mission Valley Trunk Sewer.
- Authorizing the Mayor or his designee to execute the first amendment to the agreement with RBF Consulting for South Mission Valley Trunk Sewer for an amount not to exceed \$394,148.
- Authorizing the expense of \$795,852 for in-house engineering and related costs.

EXECUTIVE SUMMARY:

The South Mission Valley Trunk Sewer project is located in Mission Valley Community along Interstate 8 between Morena Blvd. and Interstate 15. It consists of approximately 25,000 feet of 8" to 42" diameter pipe which is scheduled for replacement due to deteriorated conditions and the need for increased capacity.

The original consultant agreement (Documents R-296104 and R-294804) with Hirsch & Company, recently acquired by RBF Consulting, was adopted February 25, 2002 and May 1, 2001 respectively and included the planning, design, and construction support for replacement of the entire length of the trunk sewer at a cost of \$1,072,971.

Construction of the entire South Mission Valley Trunk Sewer Project is estimated to be \$50,000,000. In January, 2005 the City requested that the design be split into four separate construction phases to meet budget limits. The project design was then shelved from February 2005 to March 2007 due to financial constraints, as 4 separate phases.

South Mission Valley Trunk Sewer – Phase I, a portion of the entire Trunk Sewer, consists of replacement of 3,600 feet of 24" to 42" diameter trunk sewer along Interstate 8 between Hotel Circle Place and Taylor St. and a freeway crossing near Ward St. It includes those portions of the trunk sewer in deteriorated conditions, and also replacement of the downstream portion to increase capacity. The EPA requires completion of this project by October 2011.

This ordinance is to appropriate \$394,148 for Amendment No. 1 to the agreement with RBF Consulting which will extend the original agreement to update the design of this phase to current standards, cover costs to split the project into phases and increased scope, and to provide construction support services for South Mission Valley Trunk Sewer Phase I. All of the funding in the original

agreement was depleted due to phasing and increased scope of the project. The total cost of the agreement including the first amendment will be \$1,467,119.

000236

Funds in the amount of \$795,852 are also requested to cover related past and future in-house engineering costs.

FISCAL CONSIDERATIONS:

The Consultant Agreement was previously authorized for \$1,072,971 on Council Resolution Nos. R-296104 and R-294804. This action will authorize an amount not to exceed \$394,148 for additional consulting services and an amount not to exceed \$795,852 for in-house engineering and related costs. Funding for this purpose is available from CIP No. 40-931.0, South Mission Valley Trunk Sewer, Fund 41506, Sewer and CIP No. 40-928.0, South Pacific Highway Trunk Sewer, Fund 41506, Sewer. The project costs may be bond reimbursed approximately 80% by current or future debt financings.

The request to transfer unencumbered funds from CIP No. 40-928.0, South Pacific Highway Trunk Sewer, Fund 41506, Sewer, is available due to project savings from this project. There will be no impact on current or future projects or rate case as a result of this transfer.

PREVIOUS COUNCIL AND COMMITTEE ACTIONS:

The subject item will be presented to the Committee on Natural Resources and Culture prior to the Council Docket date. Previous Council actions with regards to the City of San Diego's contract agreement with RBF Consulting are:

- Original Agreement, Document R-296104 executed on February 25, 2002 for \$954,971.
- Funds for original agreement, Document R-294804 executed on May 1, 2001 for \$118,000.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

N/A

KEY STAKEHOLDERS & PROJECTED IMPACTS (if applicable):

Upon approval of Amendment No. 1, RBF Consulting will receive an additional \$394,148 towards their contract, bringing the total contract amount to \$1,467,119. Funds for the construction contract for this project will be requested later at the time of bidding.



David Jarell
Interim Director, Engineering & Capital Projects

Richard Haas
Deputy Chief of Public Works

000237DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:

53

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

October 9, 2007

12/04

Amendment No. 1 to the Agreement with RBF Consulting for South Mission Valley Trunk Sewer

GENERAL CONSULTANT INFORMATION

Recommended Contractor: RBF Consulting

Amount of this Action: \$ 1,190,000
 Original Contract: \$ 1,072,971
 All other Actions: \$ 0.00
 Cumulative: \$ 2,262,971

Funding Source: City of San Diego

SUBCONSULTANT PARTICIPATION**This Action****Cumulative**

	<u>This Action</u>		<u>Cumulative</u>	
Haley & Aldrich (Other)	\$ 23,000	1.93 %	\$ 98,000	4.33 %
Garbini & Garbini (Caucasian Female, DBE)	\$ 12,000	1.00 %	\$ 0	0.00 %
Libby Engineers, Inc. (Other)	\$ 12,000	1.00 %	\$ 32,000	1.41 %
HDR, Inc. (Other)	\$ 0	0.00 %	\$ 30,000	1.32 %
San-Lo Aerial Surveys (Other)	\$ 0	0.00 %	\$ 15,000	0.66 %
SOTA Environmental (Other)	\$ 0	0.00 %	\$ 106,565	4.70 %
Advanced Infra. Sys. (Hispanic Male, DBE)	\$ 0	0.00 %	\$ 25,000	1.10 %
Total Certified Participation	\$ 12,000	1.00 %	\$ 25,000	1.10 %
Total Other Participation	\$ 35,000	2.94 %	\$ 281,565	12.44 %
Total Participation	\$ 47,000	3.95 %	\$ 306,565	13.54 %

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required:

RBF Consulting has submitted a Work Force Report for their San Diego County employees dated June 20, 2007 indicating 147 employees in their Administrative Work Force. The Administrative Work Force indicates under-representations in the following categories:

- Black in A&E, Science, Computer
- Hispanic in Management & Financial and Crafts
- Asian in A&E, Science, Computer and Technical
- Filipino in Management & Financial, Professional, A&E, Science, Computer, and Admin. Support
- Female in Management & Financial, A&E, Science, Computer, and Technical

EOC Staff is concerned about the under representations in the consultant's workforce and non-participation of certified firms and therefore, has requested an Equal Employment Opportunity Plan and will continue to monitor the firm's effort to implement their plans

ADDITIONAL COMMENTS

The Work Force Analysis is attached.

RLL

File: Admin WOFO 2000

Date WOFO Submitted: 6/20/2007
Input by: cg

Goals reflect statistical labor force availability for the following: 2000 CLFA
San Diego, CA

City of San Diego/Equal Opportunity Contracting
WORK FORCE ANALYSIS REPORT

FOR
Company: RBF Consulting

I. TOTAL WORK FORCE:

	Black			Hispanic			Asian			American Indian			Filipino			White		Other			
	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	M	F	M	F		
Mgmt & Financial Professional	3.3%	1	0	11.9%	2	0	6.2%	2	1	0.4%	0	0	6.2%	0	0	23	5	0	0		
A&E, Science, Computer Technical	4.0%	1	0	12.6%	0	3	6.5%	0	1	0.5%	0	0	6.5%	0	0	6	5	0	0		
Sales	2.8%	0	0	7.3%	2	1	16.2%	2	0	0.3%	0	0	16.2%	3	0	40	4	0	0		
Administrative Support Services	5.6%	1	0	14.8%	3	2	17.2%	1	0	0.4%	0	0	17.2%	3	1	10	4	1	1		
Crafts	3.9%	0	0	19.5%	0	0	6.8%	0	0	0.6%	0	0	6.8%	0	0	0	0	0	0		
Operative Workers	7.0%	0	2	20.8%	0	4	8.8%	1	0	0.6%	0	0	8.8%	0	0	0	6	0	0		
Transportation Laborers	5.5%	0	0	38.9%	0	0	9.7%	0	0	0.6%	0	0	9.7%	0	0	0	0	0	0		
	4.5%	0	0	25.8%	0	0	9.1%	0	0	0.7%	0	0	9.1%	0	0	5	0	0	0		
	4.3%	0	0	38.8%	0	0	20.8%	0	0	0.3%	0	0	20.8%	0	0	0	0	0	0		
	8.1%	0	0	32.1%	0	0	4.5%	0	0	0.5%	0	0	4.5%	0	0	0	0	0	0		
	4.4%	0	0	54.0%	0	0	4.1%	0	0	0.5%	0	0	4.1%	0	0	0	0	0	0		
TOTAL		3	2		7	10		6	2		0	0		6	1		64	24		1	-1

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

	Mgmt & Financial Professional	A&E, Science, Computer Technical	Sales	Administrative Support Services	Crafts	Operative Workers	Transportation Laborers
Female Goals	38.8%	59.5%	22.3%	49.0%	49.4%	73.2%	62.3%
Actual	9	8	0	0	0	0	0
Discrepancy	29.9%	51.5%	22.3%	49.0%	49.4%	73.2%	62.3%

TOTAL EMPLOYEES			Female Goals
ALL	M	F	
34	28	6	38.8%
16	7	9	59.5%
52	47	5	22.3%
27	19	8	49.0%
0	0	0	49.4%
13	1	12	73.2%
0	0	0	62.3%
5	5	0	8.6%
0	0	0	38.7%
0	0	0	15.2%
0	0	0	11.1%
TOTAL	147	107	40

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

II. EMPLOYMENT ANALYSIS

	Black			Hispanic			Asian			American Indian			Filipino			Female		
	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy
Mgmt & Financial Professional	1.12	1	N/A	4.05	2	(2.05)	2.11	3	N/A	0.14	0	N/A	2.11	0	(2.11)	13.53	8	(7.53)
A&E, Science, Computer Technical	0.84	1	N/A	2.02	3	N/A	1.04	1	N/A	0.08	0	N/A	1.04	0	(1.04)	9.52	9	N/A
Sales	1.48	0	(1.48)	3.80	3	N/A	8.42	2	(6.42)	0.16	0	N/A	8.42	3	(5.42)	11.60	5	(6.60)
Administrative Support Services	1.78	1	N/A	4.00	5	1.00	4.64	1	(3.64)	0.11	0	N/A	4.64	4	N/A	13.23	8	(5.23)
Crafts	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Operative Workers	0.91	2	1.09	2.70	4	1.30	1.14	1	N/A	0.08	0	N/A	1.14	0	(1.14)	9.52	12	2.48
Transportation Laborers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
	0.23	0	N/A	1.28	0	(1.28)	0.46	0	N/A	0.04	0	N/A	0.46	0	N/A	0.43	0	N/A
	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

Goals are set by job categories for each protected group. An underrepresentation is indicated by a negative number, but if the DISCREPANCY is less than -1.00 position, a N/A will be displayed to show there is no underrepresentation.

000239 REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

1. CERTIFICATE NUMBER (FOR AUDITOR'S USE) **53**
280031 12/4

TO: CITY ATTORNEY
2. FROM (ORIGINATING DEPARTMENT): ENGINEERING & CAPITAL PROJECTS
3. DATE: September 18, 2007

4. SUBJECT: Amendment No. 1 to the Agreement with RBF Consulting for South Mission Valley Trunk Sewer.

5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.): Marnell Gibson (619) 533-5213 MS908A
6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.): W. Gamboa (619) 235-1971 MS 908A
7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	41506	41506	41506	9. ADDITIONAL INFORMATION / ESTIMATED COST:
DEPT.	773	773	773	Original Consultant Contract \$1,072,971
ORGANIZATION	960	960	960	Amendment # 1 \$ 394,148
OBJECT ACCOUNT	4279	4118	4114	Total Consultant Award \$1,467,119
JOB ORDER	175780	176832	176831	Additional Related Costs \$ 795,852
C.I.P. NUMBER	40-928.0	40-931.0	40-931.0	Total \$2,262,971
AMOUNT	\$720,000	\$394,148	\$75,852	Previous Authorized \$1,072,971
				This Request \$1,190,000

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIG. DEPT.	<i>[Signature]</i>	10/8/07	9	C.O.O.	<i>[Signature]</i>	11/02/07
2	MWW	ON FILE - not		10	CITY ATTORNEY	<i>[Signature]</i>	
3	E.A.S.	<i>[Signature]</i>		11	ORIG. DEPT.	<i>[Signature]</i>	11/6/07
4	EOCP	<i>[Signature]</i>					
5	DOCKET LIAISON	<i>[Signature]</i>	10/15/07				
6	FM-CIP/DEBT MGMT	<i>[Signature]</i>	10/27/07		DOCKET COORD: <i>[Signature]</i>	COUNCIL LIAISON: <i>[Signature]</i>	
7	AUDITOR	<i>[Signature]</i>	10/30/07		COUNCIL PRESIDENT: <i>[Signature]</i>	<input type="checkbox"/> SPOB <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION	
8	DEPUTY CHIEF	<i>[Signature]</i>	11/2/07		<input type="checkbox"/> REFER TO: _____	COUNCIL DATE: 11/20/07	

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

1. Authorizing the transfer of \$720,000 from CIP 40-928.0, South Pacific Highway Trunk Sewer to CIP 40-931.0, South Mission Valley Trunk Sewer within Fund 41506, Sewer; and
(Please see continuation page)

11A. STAFF RECOMMENDATIONS: Adopt the Ordinance

12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.)

COUNCIL DISTRICT(S): 6 (Frye)

COMMUNITY AREA(S): Mission Valley (22)

ENVIRONMENTAL IMPACT: This activity is not a "project" and therefore exempt from CEQA pursuant to the State Guidelines Section 15060 (c) (2).

HOUSING IMPACT: None

CHARTER REQUIREMENTS: In accordance with Charter Section 99, this ordinance must be adopted by a 2/3 majority vote by Council after holding a public hearing which will be noticed in the newspaper at least 10 days in advance.

ATTACHMENTS: Amendment No. 1 (4 signed original), Project Cost Estimates and Location Map, R-296104 & R-294804 (Original Agreement), Consultant Award Tracking Form, Certificate of Liability Insurance, and Conflict of Interest Determination Form.

CITY CLERK INSTRUCTION: Upon Council approval, please forward two (2) copies of the 1472 and Ordinance to Joanne Dinjotian at Project Implementation & Technical Services Division, MS 908A.

CITY ATTORNEY
7 NOV -5 PM 2:30
CIVIL DIVISION

SECTION 11 – PREPARATION OF: RESOLUTIONS, ORDINANCES, ETC. (CONTINUED):

2. Authorizing the Mayor, or his designee, to execute a First Amendment to the Agreement with RBF Consulting for the South Mission Valley Trunk Sewer replacement project in CIP 40-931.0, South Mission Valley Trunk Sewer, in the amount of \$394,148; and
3. Authorizing the expenditure of \$1,190,000 from CIP 40-931.0, South Mission Valley Trunk Sewer, Fund 41506, Sewer, for the purpose of executing this First Amendment in an amount not to exceed \$394,148 and for in-house engineering and related costs in an amount not to exceed \$795,852.

000241

EXECUTIVE SUMMARY SHEET

DATE REPORT ISSUED: September 18, 2007 REPORT NO.
 ATTENTION: Council President and City Council
 ORIGINAL DEPT.: Engineering and Capital Projects, Right of Way Design Division
 SUBJECT: Amendment No. 1 to the Agreement with RBF Consulting
 for South Mission Valley Trunk Sewer
 COUNCIL DISTRICTS: 6 (Frye)
 STAFF CONTACT: M. Gibson (619) 533-5213/W. Gamboa (619) 235-1971

REQUESTED ACTION:

Approve and authorize the expenditure of \$394,148 for Amendment No.1 to the consultant agreement for design revisions, updating the past design, and construction engineering services, and the expense of \$795,852 for in-house engineering and related costs.

STAFF RECOMMENDATION:

- Authorizing the transfer of \$720,000 from CIP 40-928.0 South Pacific Highway Trunk Sewer to CIP 40-931.0, South Mission Valley Trunk Sewer.
- Authorizing the Mayor or his designee to execute the first amendment to the agreement with RBF Consulting for South Mission Valley Trunk Sewer for an amount not to exceed \$394,148.
- Authorizing the expense of \$795,852 for in-house engineering and related costs.

EXECUTIVE SUMMARY:

The South Mission Valley Trunk Sewer project is located in Mission Valley Community along Interstate 8 between Morena Blvd. and Interstate 15. It consists of approximately 25,000 feet of 8" to 42" diameter pipe which is scheduled for replacement due to deteriorated conditions and the need for increased capacity.

The original consultant agreement (Documents R-296104 and R-294804) with Hirsch & Company, recently acquired by RBF Consulting, was adopted February 25, 2002 and May 1, 2001 respectively and included the planning, design, and construction support for replacement of the entire length of the trunk sewer at a cost of \$1,072,971.

Construction of the entire South Mission Valley Trunk Sewer Project is estimated to be \$50,000,000. In January, 2005 the City requested that the design be split into four separate construction phases to meet budget limits. The project design was then shelved from February 2005 to March 2007 due to financial constraints, as 4 separate phases.

South Mission Valley Trunk Sewer – Phase I, a portion of the entire Trunk Sewer, consists of replacement of 3,600 feet of 24" to 42" diameter trunk sewer along Interstate 8 between Hotel Circle Place and Taylor St. and a freeway crossing near Ward St. It includes those portions of the trunk sewer in deteriorated conditions, and also replacement of the downstream portion to increase capacity. The EPA requires completion of this project by October 2011.

This ordinance is to appropriate \$394,148 for Amendment No. 1 to the agreement with RBF Consulting which will extend the original agreement to update the design of this phase to current standards, cover costs to split the project into phases and increased scope, and to provide construction support services for South Mission Valley Trunk Sewer Phase I. All of the funding in the original

000242

agreement was depleted due to phasing and increased scope of the project. The total cost of the agreement including the first amendment will be \$1,467,119.

Funds in the amount of \$795,852 are also requested to cover related past and future in-house engineering costs.

FISCAL CONSIDERATIONS:

The Consultant Agreement was previously authorized for \$1,072,971 on Council Resolution Nos. R-296104 and R-294804. This action will authorize an amount not to exceed \$394,148 for additional consulting services and an amount not to exceed \$795,852 for in-house engineering and related costs. Funding for this purpose is available from CIP No. 40-931.0, South Mission Valley Trunk Sewer, Fund 41506, Sewer and CIP No. 40-928.0, South Pacific Highway Trunk Sewer, Fund 41506, Sewer. The project costs may be bond reimbursed approximately 80% by current or future debt financings.

The request to transfer unencumbered funds from CIP No. 40-928.0, South Pacific Highway Trunk Sewer, Fund 41506, Sewer, is available due to project savings from this project. There will be no impact on current or future projects or rate case as a result of this transfer.

PREVIOUS COUNCIL AND COMMITTEE ACTIONS:

The subject item will be presented to the Committee on Natural Resources and Culture prior to the Council Docket date. Previous Council actions with regards to the City of San Diego's contract agreement with RBF Consulting are:

- Original Agreement, Document R-296104 executed on February 25, 2002 for \$954,971.
- Funds for original agreement, Document R-294804 executed on May 1, 2001 for \$118,000.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

N/A

KEY STAKEHOLDERS & PROJECTED IMPACTS (if applicable):

Upon approval of Amendment No. 1, RBF Consulting will receive an additional \$394,148 towards their contract, bringing the total contract amount to \$1,467,119. Funds for the construction contract for this project will be requested later at the time of bidding. Haley & Aldrich, Garbini & Garbini, Libby Engineers, Inc.



David Jarell
Interim Director, Engineering & Capital Projects



Richard Haas
Deputy Chief of Public Works

**The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER**

000243

CERTIFICATE OF UNALLOTTED BALANCE
ORIGINATING

AC 2800342
DEPT. _____
NO. 773

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: \$795,852.00 Fund: 41506

Purpose: Authorizing the transfer of \$720,000 from CIP 40-928.0, South Pacific Highway Trunk Sewer, and the expenditure of funds for related costs for CIP 40-931.0, South Mission Valley Trunk Sewer.

Date: October 30, 2007 By: Robert Barreras *Robert Barreras*
AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
1	0	41506	773	960	4278	175780				720,000.00
2	0	41506	773	960	4278	176830				75,852.00
TOTAL AMOUNT										\$795,852.00

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: \$394,148.00

Vendor: RBF Consulting

Purpose: Authorizing the expenditure of funds for Amendment No. 1 to the Agreement with RBF Consulting for CIP 40-931.0, South Mission Valley Trunk Sewer.

Date: October 30, 2007 By: Robert Barreras *Robert Barreras*
AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
3	0	41506	773	960	4118	176832				\$394,148.00
TOTAL AMOUNT										\$394,148.00

FUND OVERRIDE

ORDINANCE NUMBER O-_____ (NEW SERIES)

DATE OF FINAL PASSAGE _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN
DIEGO APPROVING THE FIRST AMENDMENT TO THE
CONSULTANT AGREEMENT BETWEEN THE CITY OF SAN
DIEGO AND RBF CONSULTING

WHEREAS, on February 25, 2002, the City Manager of the City of San Diego approved a consultant agreement between the City of San Diego [City] and Hirsch Consultant & Company on file in the office of the City Clerk as Document No. RR-296104 [Agreement], to provide design, planning and construction support for replacement of the entire length of the South Mission Valley Trunk Sewer project [Project]; and

WHEREAS, in January 2005, the City requested that the design be split into four separate construction phases to meet budget limits; and

WHEREAS, the City now desires a First Amendment to the Agreement to extend the original agreement to update the design to current standards and provide construction support for the Project; and

WHEREAS, on June 28, 2006, Hirsch Consultants & Company was acquired in a stock transaction by RBF Consulting, who has assumed all on-going contracts, current and future liabilities and all other obligations of Hirsch & Company Consulting; and

WHEREAS, the First Amendment to the Agreement with RBF Consulting will extend the total term of the Agreement beyond five years; and

WHEREAS, under San Diego Charter section 99, no contract, agreement or obligation extending for a period of more than five years may be authorized except by ordinance adopted by a two-thirds' majority vote of the City Council; 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 the First Amendment to the Agreement with RBF Consulting for additional engineering consulting services for the Project in an additional amount not to exceed \$394,148 for a total contract amount of \$1,467,119, provided that the City Auditor and Comptroller first furnishes a certificate certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

Section 2. That the City Auditor and Comptroller is authorized to transfer \$720,000 from CIP 40-928.0 South Pacific Highway Trunk Sewer to CIP 40-931.0, South Mission Valley Trunk Sewer within Fund 41506, Sewer.

Section 3. That the additional expenditure of \$394,148 from CIP No. 40-928.0 South Mission Valley Trunk Sewer project, Fund No. 41506 Sewer Fund is authorized for RBF Consulting for the design and planning for the updates on the Project.

Section 4. That the expenditure of \$1,190,000 from CIP 40-931.0, South Mission Valley Trunk Sewer, Fund 41506 Sewer is authorized for the purpose of executing this First Amendment in the amount not to exceed \$394,148; and for in-house engineering and related costs in the amount not to exceed \$795,852.

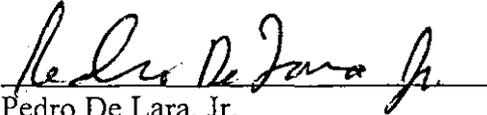
Section 5. That this activity is not subject to the California Environmental Quality Act [CEQA] pursuant to CEQA Guidelines section 15060(c)(2) because this activity will not result in direct or reasonably foreseeable indirect physical change in the environment.

Section 6. That the City Auditor and Comptroller, upon advice from the administrative department is authorized to transfer excess funds, if any, to the appropriate reserves.

Section 7. That a full reading of this ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 8. That this ordinance shall take effect, and be in force on the thirtieth day from and after its final passage.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By 
Pedro De Lara, Jr.
Deputy City Attorney

PDJ:js
10/09/2007
Or.Dept: E&CP
O-2008-50

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)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

FIRST AMENDMENT TO AGREEMENT

This First Amendment to the Agreement is made at San Diego, California by the City of San Diego, a municipal corporation [City], and RBF Consulting (formerly Hirsch & Company Consulting Engineers) [Consultant] for the consultant to provide professional services to the City on the South Mission Valley Trunk Sewer Project.

RECITALS

On February 25, 2002, and May 1, 2001, the City and the Consultant entered into an Agreement for Professional Services with Hirsch & Company, Consulting Engineers, which is on file in the office of the City Clerk as Document No. RR- 296104 and RR-294804 to provide planning and design services for the Replacement of South Mission Valley Trunk Sewer project [the Agreement].

The City signed the first agreement with the Consultant in the amount of \$1,072,971 for its Professional Services, planning, design, and construction engineering.

The completion of the construction component of the first phase of the Project is scheduled for January 2010.

The original project funds were depleted due to the City's request that the project be divided into four separate construction phases due to budget limits, and due to an increase in the Project scope. The City then delayed the Project from February 2005 to June 2007.

The City and Consultant mutually desire to further amend the Agreement to update the contract documents to 2006 City Standards, and add additional services related to changes in the project scope, and the construction engineering for the Replacement of the South Mission Valley Trunk Sewer [Project], and therefore additional monies are required to extend the design consultant's contract amount.

On June 28, 2006, Hirsch & Company was acquired in a stock transaction by RBF Consulting.

RBF Consulting has assumed all on-going contracts, current and future liabilities and all other obligations of Hirsch & Company.

This amendment will assign the subject agreement to RBF Consulting as the Consultant.

The Consultant has the expertise, experience, and personnel necessary to provide the Professional Services required by the Scope of Services for this First Amendment to the Agreement.

The City and Consultant desire to enter into this First Amendment to the Agreement whereby the City will retain the Consultant to provide, and the Consultant shall provide, the Professional

Services for the Project as detailed in the Scope of Services attached to this First Amendment to the Agreement.

In consideration of the Recitals stated above and incorporated herein by this reference and the mutual obligations of the Parties expressed herein, the City and the Consultant agree to amend the Agreement, a copy of which is attached hereto and incorporated herein by this reference, as follows:

1. Section 1.1 is amended as follows:

ADD "The Consultant shall perform Professional Services for the First Amendment to the Agreement as set forth in the written Scope of Services [Exhibit A-1] at the direction of the City on an hourly fee basis specifically enumerated in the Compensation Schedule [Exhibit B-1] and Fee Schedule [Exhibit C-1]."

The compensation for the Scope of Services and any Additional Services which may be required under the First Amendment to the Agreement shall not exceed \$394,148, for a maximum total compensation paid to Consultant under the Agreement and the First Amendment to the Agreement in an amount not to exceed \$1,467,119.00.

2. ADD "1.1.2 Non-Exclusivity. The Consultant agrees that this Agreement is non-exclusive and that the City may enter into agreements with other Consultants to perform substantially the same or similar Professional Services during the term of this Agreement."

3. Section 2.1 is amended as follows:

ADD "The First Amendment to the Agreement shall be effective on February 24, 2007, once approved by the Council, and it shall be effective until December 29, 2011 or until completion of the Scope of Services performed under this First Amendment to the Agreement, whichever is earlier."

4. Section 2.3 is amended as follows:

- A. After "writing" DELETE "of any delay in completion of" and INSERT "if Consultant experiences or anticipates experiencing a delay in performing." After "Services" INSERT "within the time frames set forth in the Time Schedule."
- B. DELETE "If the delay affects a material part of the Project" and INSERT "If in the opinion of the City, the delay affects a material part of the Project."

5. Section 3.1 is amended as follows:

DELETE Section 3.1 in its entirety.

ADD "Section 3.1 "The City shall pay the Consultant for all Professional Services and all expenses related to performance of the Scope of Services under the First Amendment to the Agreement in an amount not to exceed \$394,148, for a maximum compensation under the Agreement and the First Amendment to the Agreement of \$1,467,119.00. The Consultant shall

be entitled to compensation for Professional Services performed under the Scope of Services for the First Amendment to the Agreement, based on the Compensation Schedule [Exhibit B-1] and Fee Schedule [Exhibit C-1]. For the duration of the First Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Compensation Schedule [Exhibit B-1]."

6. Section 3.15 of the Agreement is amended as follows:

DELETE Section 3.15 Eighty Percent Notification in its entirety.
ADD the following:

3.15 Eighty Percent Notification. The Consultant shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services (Exhibit A-1) appears that it may be greater than the maximum compensation for this Agreement."

7. Section 4.3 of the Agreement is amended as follows:

DELETE Sections 4.3 through 4.3.4.5.
ADD the following:

4.3 Insurance. The Consultant shall not begin the Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates reflecting evidence of all insurance as set forth herein; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as described in Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Section 4.3.4. Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

Further, the Consultant shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

4.3.1 Types of Insurance. At all times during the term of this Agreement, the Consultant shall maintain insurance coverage as follows:

4.3.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal

injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$ 2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

4.3.1.2 Commercial Automobile Liability. For all of the Consultant's automobiles including owned, hired and non-owned automobiles, the Consultant shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

4.3.1.3 Workers' Compensation. For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Consultant shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

4.3.1.4 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 Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project 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. All defense costs shall be outside the limits of the policy.

4.3.2 Deductibles. All deductibles on any policy shall be the responsibility of the Consultant and shall be disclosed to the City at the time the evidence of insurance is provided.

4.3.3 Acceptability of Insurers.

4.3.3.1 Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions 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 Eligible Surplus Lines Insurers (LESLI 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.

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 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.

CANCELLATION. Except as provided for under California Law, the policy or policies must be endorsed to provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

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 Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Consultant.

CANCELLATION. Except as provided for under California Law, the policy or policies must be endorsed to provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payments of premium) of cancellation or non-renewal of the policy or policies. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

4.3.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements

CANCELLATION. Except as provided for under California law, the policy or policies must be endorsed to provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

4.3.4.4 Professional Liability Insurance

CANCELLATION. Except as provide for under California Law, the policy or policies must be endorsed to provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

4.3.5 Reservation of Rights. The City reserves the right, from time to time, to review the Consultant's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Consultant for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

4.3.6 Additional Insurance. The Consultant may obtain additional insurance not required by this Agreement.

4.3.7 Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

8. Section 4.6.1 of the Agreement is amended as follows:

After "reference." ADD "The Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Consultant shall provide equal opportunity in all employment practices. The Consultant shall ensure that its Subconsultants

comply with the City's Equal Opportunity Contracting Program Consultant Requirements. Nothing in this Section shall be interpreted to hold the Consultant liable for any discriminatory practice of its Subconsultants." A copy of the EOCP Workforce Report is attached as Exhibit G-1.

9. Section 4.8 of the Agreement is amended as follows:

DELETE Section 4.8 Americans with Disabilities Act Statement, in its entirety.

ADD "Section 4.8 ADA Certification. The Consultant hereby certifies that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference."

10. Section 4.10 of the Agreement is amended as follows:

Before "The City may determine that a conflict" Insert " and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595. "

Renumber Section 4.10.1 to Section 4.10.2.

Renumber Section 4.10.2 to Section 4.10.3.

Renumber Section 4.10.3 to Section 4.10.4.

Renumber Section 4.10.4 to Section 4.10.5.

After Section 4.10, ADD the following new Subsections:

4.10.1 If, in performing the Professional Services set forth in this Agreement, the Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests.

4.10.1.1 Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The Consultant shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the Consultant is subject to a conflict of interest code. The Consultant shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Consultant was subject to a conflict of interest code.

4.10.1.2 If the City requires the Consultant to file a statement of economic interests as a result of the Professional Services performed, the Consultant shall be considered a

"City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

11. Article VI – Indemnification is amended as follows:

DELETE Sections 6.1 through 6.3 in their entirety.

ADD 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 willful misconduct of the Indemnified Parties.

6.2 **Design Professional Services Indemnification and Defense.**

6.2.1 **Design Professional Services Indemnification.** To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), with respect to the performance of design professional services, Design Professional shall indemnify and hold harmless the City, its officers, or employees, from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

6.2.2 **Design Professional Services Defense.** Parties will work in good faith to procure applicable insurance coverage for the cost of any defense arising from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

6.3 **Insurance.** The provisions of this Article are not limited by the requirements of Section 4.3 related to insurance.

6.4 **Enforcement Costs.** The Design Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in this Article.

The Agreement is amended to add the following sections:

4.19 Storm Water Management Discharge Control.

The Consultant shall comply with Section 43.03 of the San Diego Municipal Code, Storm Water Management Discharge Control, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official. Further, the Consultant shall prepare and incorporate into the construction documents a Storm Water Pollution Prevention Plan [SWPPP] to be implemented by the contractor during Project construction. Where applicable, the SWPPP shall comply with both the California Regional Water Quality Control Board Statewide General Construction Storm Water permit and National Pollution Discharge Elimination System permit requirements and any municipal regulations adopted pursuant to the permits.

8.18 Consultant Evaluation.

City will evaluate Consultant's performance of Professional Services on the Project using the Consultant Evaluation Form [Exhibit D-1].

8.19 Exhibits Incorporated.

The following attachments are incorporated herein by reference as follows: Exhibits to the First Amendment [Exhibits A-1, B-1, C-1, D-1, E-1, F-1 and G-1].

9.1 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Consultant employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Consultant.

9.2 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive, completion and acceptance of the Professional Services and termination or completion of the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

12. The Parties agree that this First Amendment to the Agreement shall effect and affects only those paragraphs referred to herein. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to the Agreement is executed by the City of San Diego, acting by and through its Engineering and Capital Projects Director, pursuant to Ordinance No. O-_____, authorizing such execution, and by the Consultant.

THE CITY OF SAN DIEGO

By: _____

Print Name: _____

Title: _____

Date: _____

I HEREBY CERTIFY I can legally bind RBF Consulting and that I have read all of this First Amendment to the Agreement, this 1st day of OCTOBER, 2007.

By: *John H. Harris*

Print Name: JOHN H. HARRIS

Title: VICE PRESIDENT

I HEREBY APPROVE the form and legality of the foregoing Amendment this _____ day of _____, 2007.

Michael Aguirre, City Attorney

By: _____

Print Name: _____

Title: Deputy City Attorney

CITY OF SAN DIEGO
SOUTH MISSION VALLEY TRUNK SEWER (SMVTS)
REPLACEMENT - PHASE 1

EXHIBIT A-1

SCOPE OF WORK - AMENDMENT NO. 1

SCOPE OF WORK

The existing South Mission Valley Trunk Sewer (SMVTS) begins at the west end of Mission Valley near the intersection of Interstate 5 and Interstate 8. The SMVTS joins the North Metro Interceptor Sewer at manhole #E18S441 and continues along the south side of the San Diego River to the connection with the Montezuma Trunk Sewer at manhole #J16S277 near the intersection of Fairmount Avenue and Interstate 8. The total length of the SMVTS is 31,068 feet and consists of 30", 27", 24", 21" and 18" pipe sections. The pipeline crosses Interstate 8 three (3) times and has twenty seven (27) collector sewers and several laterals that connect along the alignment. Eleven of the collector sewers cross Interstate 8 to make the connection.

As part of the original scope of work, the Design Consultant completed a pre-design report that recommended replacement of approximately 13,000 feet of the westerly portion of the SMVTS pipeline; beginning at the westerly terminus to Manhole #G17SC131, located immediately west of Mission Center Road. In addition to the trunk sewer, approximately 12,000 feet of new 8, 10 and 12-inch collector sewer will be installed.

The original scope of work developed the SMTVS replacement project as described above as one complete construction project. This amendment, Amendment No. 1, will replace the original scope of work and require the Design Consultant to complete only the westerly portion of the SMVTS replacement and the portion beneath Interstate 8, the portion which has been prioritized as most critical, generally described as follows:

Phase 1 Construction

1. Work Area 1: Beginning at the connection with the North Metro Interceptor Sewer and ending near the intersection of Taylor Street and Hotel Circle Place, a distance of approximately 3,000 feet.
2. Work Area 2: The portion of the SMVTS beneath Interstate 8, immediately east of Interstate 15, a distance of approximately 600 feet.

The scope of services for Amendment No. 1 shall include the following:

- Updating the 100% design of Phase 1 Construction work described above following a 27-month suspension from February 2005 to June 2007 for the work areas described above to 2006 standards (i.e., Standard Specifications for Public Works Construction, Standard Drawings, City's Water and Sewer Design Guidelines).
- Complete the 100% and final design phases for the work areas described above.
- Provide construction support services for the work areas described above.
- Preparing contract documents and obtaining permits in time to meet the current schedule and advertise by April 8, 2008.

AMENDMENT NO. 1 -SCOPE OF SERVICES

All services defined by the original contract, Phase 1 (Preliminary Design Phase) through Phase 5 (Final Design Phase) were delivered and paid for upon completion of the defined tasks. Phase 6 (Construction Phase) was removed from the original agreement and funds were not requested or authorized by council. All tasks defined within Amendment No. 1, with the exception of Phase 6 (Construction Services), are in addition to the original project scope. Phase 6 (Construction Services) of Amendment 1, is to replace Phase 6 (Construction Services) of the original agreement.

Additional design tasks beyond the scope of the original agreement were completed by the Consultant prior to suspending the project due to budget constraints. Costs for the work completed are included under "Additional Services Completed" below.

PHASE 4 - 100% DESIGN PHASE SUBMITTAL (\$111,735)

The Design Consultant shall update the construction documents to the current 100% design level for Phase 1 Construction. The Design Consultant shall incorporate agreed upon City review comments that have been developed since the project was placed on hold.

TASK 4.1 TRAFFIC ENGINEERING (\$8,090)

The Design Consultant shall update traffic control plans for Phase 1 Construction in accordance with the City of San Diego Traffic Engineering design standards. The project traffic control plans and specifications will be submitted for approval to the City's Traffic Engineer and will be incorporated into the project's contract documents.

TASK 4.2 100% CONSTRUCTION COST ESTIMATE (\$2,765)

Five (5) copies of updated cost estimate for Phase 1 Construction shall be submitted with the 100% design submittal.

TASK 4.3 BID DOCUMENTS (\$88,234)

The Design Consultant shall submit ten (10) copies of updated Phase 1 Construction bid documents with the 100% submittal.

The City shall submit the 100% design to the Development Services Department and other City departments for building permit issuance. The Design Consultant shall respond in writing to all comments made by the Development Services Department and incorporate applicable review comments into the final design drawings and specifications and obtain the appropriate permits.

TASK 4.4 QUALITY ASSURANCE/QUALITY CONTROL (\$5,720)

The Consultant shall provide a comprehensive QA/QC program on the updated SMVTS Phase 1 project design. The QA/QC team shall review all 100% contract document submittals. The review comments, to the

extent that they are consistent with design practices, will be incorporated into the updated project plans and specifications.

Project contract document submittals shall be reviewed for compliance with the following criteria:

- City of San Diego Design Standards
- Constructability
- Biddability
- Hydraulic Design
- Environmental Impacts
- Pipe Strength Design
- Pipe Buoyancy
- Traffic Impacts
- Community Impacts

The QA/QC team shall submit the review comments of the prime consultant's submittals within fourteen (14) calendar days.

The Consultant will implement the design recommendations of the QA/QC team into the updated project plans and specifications. Where a recommendation of the QA/QC team is in question, the issue shall be reviewed by the Consultant with the City's Project Manager.

TASK 4.5 COMMENT RESOLUTION MEETING (\$1,260)

The City shall review the 100% Phase 1 Construction design submittal. No later than 30 days after the 100% design is submitted, the City shall provide the Design Consultant with typed design review comments. The Design Consultant shall respond in writing to the City's review comments at least three (3) working days prior to the comment resolution meeting. The Design Consultant shall attend one (1) comment resolution meeting. At this meeting, the Design Consultant and City staff will discuss the 100% design submittal and the City's comments on the 100% design submittal. Design Consultant attendees shall include at least the Project Manager, Project Engineer and the primary civil and mechanical engineers. The Design Consultant shall provide draft meeting minutes in WordPerfect format to the City within five (5) working days of the meeting.

TASK 4.6 DESIGN STATUS MEETINGS (\$2,520)

During the 100% design phase of Phase 1 Construction, the Design Consultant shall attend, on average, one (1) project status report meeting every other month with City personnel. The Design Consultant shall prepare and submit the meeting agenda to the City at least two (2) days in advance of the meeting. The Design Consultant shall provide draft meeting minutes in WordPerfect format to the City within five (5) working days of the meeting. Design Consultant attendees shall include at least the Project Manager and Project Engineer. Meeting topics shall include, but shall not be limited to, review of previous meeting minutes, schedule, technical issues, permits, deliverable status (submitted and scheduled deliverables), project issues, deviation request status, and coordination with other City projects. Each meeting shall be limited to four (4) hours in length, exclusive of meeting preparation and follow-up meeting minute preparation.

The Design Consultant shall attend one (1) community group meeting during the 100% design phase.

TASK 4.7 DIRECT CHARGES (\$3,146)

This task is for direct charges, which includes reproductions, blueprints, postage and pre-approved subconsultant administrative fees.

PHASE 5 - FINAL DESIGN PHASE SUBMITTAL (\$52,970)

The Design Consultant shall perform the design tasks necessary to advance the 100% design of Phase 1 Construction to the final level of completion by incorporating agreed upon City review comments from the 100% design submittal and Development Services plan check comments into the final design submittal.

The City's 100% design review comments will be comprised of comments clarifying previous review comments and comments specific to the document contents. Comments requesting additional design or modifications to the design are not anticipated.

TASK 5.1 FINAL DRAWINGS AND SPECIFICATIONS (\$37,020)

The Design Consultant shall provide ten (10) copies of the Phase 1 Construction final drawings and specifications. Drawings shall be blue-line D sheet size. One set of plans shall also be submitted on one reproducible vellum for each drawing. Specifications shall be provided electronically in Word document files.

TASK 5.2 FINAL BID DOCUMENTS (\$8,300)

The Phase 1 Construction final bid forms shall be incorporated into the final contract documents.

TASK 5.3 FINAL CONSTRUCTION COST ESTIMATES (\$3,530)

Five (5) copies of the final construction cost estimate will be submitted with the final design submittal.

TASK 5.4 DESIGN STATUS MEETING (\$2,020)

During the Final design phase, the Design Consultant shall attend, on average, one (1) project status report meeting per month with City personnel. The Design Consultant shall prepare and submit the meeting agenda to the City at least two (2) days in advance of the meeting. The Design Consultant shall provide draft meeting minutes in WordPerfect format to the City within five (5) working days of the meeting. Design Consultant attendees shall include at least the Project Manager and Project Engineer. Meeting topics shall include, but shall not be limited to, review of previous meeting minutes, schedule, technical issues, permits, deliverable status (submitted and scheduled deliverables), project issues, permits, deliverable status (submitted and scheduled deliverables), project issues, deviation request status, and coordination with other City projects. Each meeting shall be limited to four (4) hours in length, exclusive of meeting preparation and follow-up meeting minute preparation.

TASK 5.5 DIRECT CHARGES (\$2,100)

This task is for direct charges, which includes reproductions, blueprints, postage, photography and pre-approved subconsultant administrative fees.

PHASE 6 - CONSTRUCTION PHASE (\$82,020)

Replace the original contract Phase 6 with following:

This phase of work is undertaken during the SMVTS construction award period and after the award of the construction contract. These services will provide assistance to City staff during the bidding period and construction of this project. Construction services will be based on a six (6) month bidding and award period and a twelve (12) month construction period.

TASK 6.1 PRECONSTRUCTION (\$7.240)

This task shall include responding to construction contractor questions and requests for information (RFI) during the bidding and award period, assisting with preparing contract document addenda, assisting with evaluating bids during the construction contract award, and attending a preconstruction meeting with City staff and the Construction Contractor. The Design Consultant shall attend one (1) community group meeting prior to the start of construction.

TASK 6.2 SHOP DRAWING REVIEW AND CHANGE ORDERS (\$39,400)

The Design Consultant shall review detailed construction and shop drawings submitted by contractors to ensure complete compliance with the design plans and specifications. The Design Consultant shall review and accept or reject each shop drawing within two (2) weeks of receipt. Typically, approximately 50% of the shop drawings reviewed will be rejected and will require additional review. The Design Consultant shall respond to construction questions to interpret and clarify contract documents to ensure proper execution of the work.

TASK 6.3 CONSTRUCTION STATUS MEETINGS (\$21,460)

Meetings shall consist of regularly scheduled construction status meetings and unscheduled site meetings. Regularly scheduled construction status meetings shall occur weekly. The Design Consultant shall attend the construction status meetings as required. In addition, there shall be a final project acceptance meeting. There shall be approximately eight (8) unscheduled site meetings during the course of construction.

Each meeting is anticipated to last four hours. The Design Consultant will have up to two people in attendance for each meeting. The Design Consultant will attend approximately ten (10) scheduled meetings.

TASK 6.4 RECORD DRAWINGS (\$12,870)

The Design Consultant shall prepare as-built drawings when construction is complete. The City shall provide the Design Consultant with one complete set of marked-up drawings from the Contractor showing all changes made during construction that deviated from the construction documents. The Design Consultant shall visit the SMVTS site as required, and to the extent possible, to verify the marked-up drawings. The Design Consultant shall provide one set of reproducible mylars, and an electronic copy in Microstation format, depicting the record drawing conditions.

TASK 6.5 DIRECT CHARGES (\$1,050)

This task is for direct charges, which includes reproductions, blueprints, postage, photography and pre-approved subconsultant administrative fees.

ADDITIONAL SERVICES (\$24,673)

Additional Services is a fund for unforeseen conditions and includes services which may be required for completion of the project but which, due to lack of firm definition of scope and limits at the present time, cannot be identified with precision. Because the need for these Additional Services is not absolutely established, such Additional Services shall not be undertaken by the Design Consultant without specific definition and written authorization from the City. The need for such services beyond the required scope of work described above in this contract may arise from:

- A. Environmental Impact Report;
- B. Preparation of right-of-way documents to obtain permanent or temporary construction easements;
- C. Sewer flow-measurement by flow monitoring and metering and television inspection;
- D. Odor monitoring;
- E. Permit fee and/or plan check fees;
- F. Hydrogeologic modeling;
- G. Other services not specifically identified that may be requested by the City and agreed to by the Design Consultant

ADDITIONAL SERVICES COMPLETED (\$122,750)

- A. Preparation of landscape and irrigation plans for Phase-1 revegetation at the west end near the connection to the North Metro Interceptor and within the Caltrans Park and Ride facility as requested by Caltrans.
- B. Preparation of Caltrans Exception to Policy documentation for the sewer crossing of Highway 163. The existing sewer alignment no longer complies with Caltrans' design guidelines, which specifies a maximum skew angle of 15° from perpendicular with the freeway centerline. Due to the location of existing sewer connections on the east side of Hwy 163, easement locations on the west side and existing highway improvements, an alignment that meets the current standard could not be achieved. To proceed with the encroachment permit for this crossing, an exception to policy documentation process was provided.
- C. Sewer main design along Hotel Circle North, approximately 3,500 feet of 10" sewer was added to eliminate 4 sewer crossings across I-8.
- D. Addition of I-8 sewer main tunnel crossing from Camino del Rio North to Camino del Rio South because it was televised and found to be in poor condition.
- E. Preparation of Best Management Practices Drawings, which were required as a result of new storm water pollution prevention regulations enacted after the project was authorized.
- F. Street repair plans for portions of mains added along Hotel Circle North.
- G. Division of original project scope to phased construction of project.
- H. Structural design revisions to manholes and vaults required to phase project.

EXHIBIT B-1

SOUTH MISSION VALLEY INTERCEPTOR SEWER REPLACEMENT

ADDITIONAL SERVICES FEE PROPOSAL

RBF Consulting

Date: 27-Jun-07

TASK DESCRIPTION	PROJECT MANAGER \$165.00		SENIOR ENGINEER \$150.00		ASSOCIATE ENGINEER \$125.00		CAD TECHNICIAN \$89.00		CLERICAL \$65.00		2-MAN SURVEY CREW \$215.00		SUBTOTAL DIRECT LABOR	SUB- CONSULTANT TOTAL	REIM- BURSABLE EXPENSE	MARK UP 5%	TASK TOTAL
	HR	D.L	HR	D.L	HR	D.L	HR	D.L	HR	D.L	HR	D.L					
PHASE 4 100% DESIGN PHASE SUBMITTAL	61	10,065	172	25,800	254	33,000	156	13,884	70	4,550	16	3,440	90,739	17,000	2,996	1,000	111,735
PHASE 5 FINAL DESIGN PHASE SUBMITTAL	18	2,970	76	11,400	124	15,500	80	7,120	52	3,380	0	0	40,370	10,000	2,000	600	52,970
PHASE 6 CONSTRUCTION PHASE	34	5,610	186	27,900	178	22,000	80	7,120	56	3,640	0	0	66,270	14,000	1,000	750	82,020
TOTAL BASE FEE	113	18,645	434	65,100	564	70,500	316	28,124	178	11,570	16	3,440	197,379	41,000	5,996	2,350	246,725
ADDITIONAL SERVICES @ 10%																	24,673
TOTAL DESIGN BUDGET																	271,398
ADDITIONAL SERVICES COMPLETED																	122,750
TOTAL FEE																	394,148

000265

EXHIBIT B-1

SOUTH MISSION VALLEY INTERCEPTOR SEWER REPLACEMENT

ADDITIONAL SERVICES FEE PROPOSAL

RBF Consulting

Date: 27-Jun-07

TASK DESCRIPTION	PROJECT MANAGER		SENIOR ENGINEER		ASSOCIATE ENGINEER		CAD TECHNICIAN		CLERICAL		2-MAN SURVEY CREW		SUBTOTAL DIRECT LABOR	SUB-CONSULTANT TOTAL	REIM-BURSABLE EXPENSE	MARK UP 5%	TASK TOTAL
	\$185.00		\$150.00		\$125.00		\$89.00		\$65.00		\$215.00						
	HR	D.L.	HR	D.L.	HR	D.L.	HR	D.L.	HR	D.L.	HR	D.L.					
PHASE 4 100% DESIGN PHASE SUBMITTAL	61	10,065	172	25,800	264	33,000	156	13,884	70	4,550	18	3,440	90,739	17,000	2,996	1,000	111,735
Task 4.1 Traffic Engineering																	
4.1.1 - Traffic Control Plans and Permitting	2	330	8	1,200	24	3,000	40	3,560	0	0	0	0	8,090	0	0	0	8,090
Task 4.2 100% Construction Cost Estimates																	
4.2.1 - Construction Cost Estimates	1	165	4	600	16	2,000	0	0	0	0	0	0	2,765	0	0	0	2,765
4.3 Bid Documents																	
4.1.0 - Project Review and Research	2	330	8	1,200	16	2,000	0	0	0	0	0	0	3,530	0	0	0	3,530
4.1.1 - Utility Coordination	2	330	4	600	16	2,000	0	0	8	520	0	0	3,450	0	0	0	3,450
4.1.2 - Field Investigation & Surveys	2	330	8	1,200	8	1,000	8	712	0	0	18	3,440	6,682	0	0	0	6,682
4.1.3 - Drawings	8	1,320	40	6,000	24	3,000	60	5,340	10	650	0	0	16,310	0	0	0	16,310
4.1.4 - Caltrans Encroachment Permit	4	660	16	2,400	40	5,000	24	2,136	12	780	0	0	10,976	0	0	0	10,976
4.1.5 - Water Pollution Control Plan	4	660	16	2,400	24	3,000	24	2,136	8	520	0	0	8,716	0	0	0	8,716
4.1.6 - Code Compliance Review and Updates	4	660	4	600	12	1,500	0	0	0	0	0	0	2,760	6,000	0	300	9,060
4.1.7 - Tunneling Design and Specification	4	660	8	1,200	16	2,000	0	0	0	0	0	0	3,860	6,000	0	300	10,160
4.1.8 - Community Involvement	4	660	8	1,200	8	1,000	0	0	8	520	0	0	3,380	0	0	0	3,380
4.1.9 - Landscape Revegetation and Irrigation	0	0	4	600	12	1,500	0	0	8	520	0	0	2,620	5,000	0	250	7,870
4.1.10 - Specifications	4	660	16	2,400	32	4,000	0	0	16	1,040	0	0	8,100	0	0	0	8,100
Total - Task 4.3 Bid Documents	38	6,270	132	18,800	208	26,000	116	10,324	70	4,550	18	3,440	70,384	17,000	0	850	88,234
Task 4.4 Quality Assurance/Quality Control																	
4.4.1 - Quality Assurance/Quality Control	8	1,320	16	2,400	16	2,000	0	0	0	0	0	0	5,720	0	0	0	5,720
Task 4.5 Comment Resolution Meeting																	
4.5.1 - Comment Resolution Meeting	4	660	4	600	0	0	0	0	0	0	0	0	1,260	0	0	0	1,260
Task 4.6 Design Status Review Meetings																	
4.6.1 - Design Status Review Meetings	8	1,320	8	1,200	0	0	0	0	0	0	0	0	2,520	0	0	0	2,520
Task 4.7 Direct Charges	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,896	150	3,146
PHASE 5 FINAL DESIGN PHASE SUBMITTAL	18	2,970	78	11,400	124	15,500	80	7,120	52	3,380	0	0	40,370	10,000	2,000	600	52,970
Task 5.1 Final Drawings and Specifications	8	1,320	40	6,000	80	10,000	80	7,120	32	2,080	0	0	26,520	10,000	0	500	37,020
Task 5.2 Final Bid Documents	4	660	24	3,600	24	3,000	0	0	16	1,040	0	0	8,300	0	0	0	8,300
Task 5.3 Final Construction Cost Estimates	2	330	8	1,200	16	2,000	0	0	0	0	0	0	3,530	0	0	0	3,530
Task 5.4 Design Status Meetings	4	660	4	600	4	500	0	0	4	260	0	0	2,020	0	0	0	2,020
Task 5.5 Direct Charges	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,000	100	2,100

Site File
000267

EXHIBIT B-1

SOUTH MISSION VALLEY INTERCEPTOR SEWER REPLACEMENT

ADDITIONAL SERVICES FEE PROPOSAL

RBF Consulting

Date: 27-Jun-07

Step 26
000269

TASK DESCRIPTION	PROJECT MANAGER \$185.00		SENIOR ENGINEER \$150.00		ASSOCIATE ENGINEER \$125.00		CAD TECHNICIAN \$89.00		CLERICAL \$65.00		2-MAN SURVEY CREW \$215.00		SUBTOTAL	SUB- CONSULTANT TOTAL	REIM- BURSABLE EXPENSE	MARK UP 5%	TASK TOTAL
	HR	D.L.	HR	D.L.	HR	D.L.	HR	D.L.	HR	D.L.	HR	D.L.					
PHASE 6 CONSTRUCTION PHASE	34	5,610	186	27,900	176	22,000	80	7,120	56	3,640	0	0	66,270	14,000	1,000	750	82,020
Task 6.1 Preconstruction	8	1,320	16	2,400	24	3,000	0	0	8	520	0	0	7,240	0	0	0	7,240
Task 6.2 Shop Drawing Review and Change Orders	16	2,640	84	12,600	80	10,000	0	0	24	1,560	0	0	26,800	12,000	0	600	39,400
Task 6.3 Construction Status Meetings	8	1,320	80	12,000	40	5,000	0	0	16	1,040	0	0	19,360	2,000	0	100	21,460
Task 6.4 Record Drawings	2	330	6	900	32	4,000	80	7,120	8	520	0	0	12,870	0	0	0	12,870
Task 6.5 Direct Charges	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000	50	1,050

CITY OF SAN DIEGO
SOUTH MISSION VALLEY INTERCEPTOR SEWER REPLACEMENT

EXHIBIT C-1

REVISED FEE SCHEDULE
May 2007

Discipline	Hourly Rate
Project Manager	\$165.00
Principal Surveyor	\$165.00
Senior Engineer	\$150.00
Associate Engineer/Surveyor	\$125.00
CAD Technician	\$89.00
Clerical	\$65.00
Two Person Survey Crew	\$215.00*

Mark up on Direct Expenses (i.e., reproductions, subconsultants) = 5%

Automobile (valid only for travel outside San Diego County) \$0.445 per mile

* - Prevailing Wage Rates

**City of San Diego
Consultant Performance Evaluation (Exhibit D-1)**

Section I The purpose of this form is to provide historical data to City staff when selecting consultants

1. PROJECT DATA		2. CONSULTANT DATA	
<p>1a. Project (title, location and CIP No.) South Mission Valley Trunk Sewer Phase 1(CIP# 409310)</p> <p>1b. Brief Description: Beginning at the connection with the North Metro Interceptor Sewer and ending near the intersection of Taylor Street and Hotel Circle Place</p> <p>c. Budgeted Cost: \$11,000,000</p>	<p>2a. Name and address of Consultant RBF/Hirsch Consulting 9755 Clairemont Mesa Blvd. San Diego, CA 92124</p> <p>2a. Consultant's Project Manager: John Harris (858) 614-5016</p>		
3. CITY DEPARTMENT RESPONSIBLE			
<p>3a Department (include division) Engineering and Capital Projects/ Water and Sewer Design</p>	<p>3b. Project Manager (address & phone) Dwayne Abbey (619) 533-5154</p>		
4. CONTRACT DATA (DESIGN AND CONSTRUCTION)			
4. Design			
4a. Agreement date: _____ Resolution # _____ \$ _____			
4b. Amendments \$ _____ / # _____ (city) \$ _____ / # _____ (consultant)			
4c. Total Agreement (4a. & 4b.) \$ _____			
4d. Type of Work (Design, study, etc.)		4e. Key Contract Completion Dates:	
		_____ %	_____ %
		_____ %	_____ %
		_____ %	_____ %
		_____ %	100 %
		Agreement _____	_____
		Delivery _____	_____
		Acceptance _____	_____
5. Construction			
5a. Contractor _____		Phone () _____	
(Name and address)			
5b. Superintendent _____			
5c. Notice to Proceed _____ (date)		5f. Change Orders:	
5d. Working Days _____ (number)		Errors/Omissions _____ % of const. Cost \$ _____	
5e. Actual Working Days _____ (number)		Unforeseen Conditions _____ % of const. Cost \$ _____	
		Changed Scope _____ % of const. Cost \$ _____	
		Changes Quantities _____ % of const. Cost \$ _____	
		Total Construction Cost \$ _____	
6. OVERALL RATING (Please ensure Section II is completed)			

	Excellent	Satisfactory	Poor
6a. Plans/specifications accuracy	_____	_____	_____
Consistency with budget	_____	_____	_____
Responsiveness to City Staff	_____	_____	_____
6b. Overall Rating _____			

7. AUTHORIZING SIGNATURES

7a. Project Manager _____ Date: _____

7b. Deputy Director _____ Date: _____

Section II

SPECIFIC RATINGS

PLANS/SPECIFICATION ACCURACY	EXCELLENT	SATISFACTORY	POOR	N/A	RESPONSIVENESS TO STAFF	EXCELLENT	SATISFACTORY	POOR	N/A
Plan/Specification clear and precise					Timely Responses				
Plans/Specs Coordination					Attitude toward Client and review bodies				
Plans/Specs properly Formatted					Follows direction and chain of responsibility				
Code Requirements Covered					Work product delivered on time				
Adhered to City Standard Drawings/Specs					Timeliness in notifying City of major problems				
Drawings reflect existing conditions					Resolution of field problems				
As-Built Drawings					CONSISTENCY WITH BUDGET	EXCELLENT	SATISFACTORY	POOR	N/A
Change Orders due to design deficiencies are minimized					Reasonable Agreement negotiation				
					Adherence to fee schedule				
					Adherence to project budget				
					Value Engineering Analysis				

Section III

SUPPLEMENTAL INFORMATION

Please ensure to attach additional documentation as needed.

000275

Item _____:	_____

(*Supporting documentation attached yes _____ no _____)

CITY OF SAN DIEGO
SOUTH MISSION VALLEY INTERCEPTOR SEWER REPLACEMENT

EXHIBIT E-1

AMENDED SUBCONSULTANTS LIST

May 2007

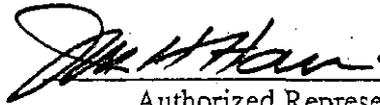
<u>Discipline</u>	<u>Fee (\$)</u>	<u>Status</u>	<u>Percent</u>
Haley & Aldrich Tunnel Design & Construction Support	23,000		6.4
Garbini & Garbini Landscape Architecture	12,000	WBE	3.3
Libby Engineers, Inc. Structural	<u>12,000</u>	<u>WBE</u>	<u>3.3</u>
TOTALS:	\$47,000		13.0%

CONSULTANT CERTIFICATION FOR
TITLE 24/ADA COMPLIANCE

SOUTH MISSION VALLEY TRUNK SEWER

I HEREBY WARRANT AND CERTIFY that any and all plans and specifications prepared for South Mission Valley Trunk Sewer shall meet all current California Building Standards Code, California Code of Regulations, Title 24 and Americans with Disabilities Act Accessibility Guidelines requirements, and shall be in compliance with The Americans with Disabilities Act of 1990:

Dated: 10/1/07

By: 
Authorized Representative

JOHN H. HARRIS / V.P.
Print Name and Title

000283

PROJECT COST ESTIMATE

PROJECT: South Mission Valley Trunk Sewer
 ADVERTISING: _____
 AWARD: _____
 Reallocation: _____
 Consultant Award: X

Council District: 6
 Community Area: Mission Valley

PREPARED BY: Ali Mohammadian
 DATE: 9/11/2007
 Work Order NO.: 178831
 Sub CIP No.: 498310

ACTIVITY:	CIP NO. OR OTHER SOURCE OF FUNDS						Revised TOTAL	% E & Const.
	40-931.0 Current	40-931.0 Revised	40-931.0 Changed	Current	Revised	Change		
A. ENGINEERING								
4114 - In House Eng.		752,629.00	752,629.00			0.00	752,629.00	33.28%
4115 - As Needed Consult.		43,223.00	43,223.00			0.00	43,223.00	1.91%
4116 - Const. Eng.			0.00			0.00	0.00	0.00%
4118 - Outalde Eng./Consult.	1,072,971.00	1,467,119.00	394,148.00			0.00	1,467,119.00	64.83%
4119 - Enviro. Impact Studies			0.00			0.00	0.00	0.00%
4151 - Professional Services			0.00			0.00	0.00	0.00%
4240 - Reimbursement Agree.			0.00			0.00	0.00	0.00%
TOTAL ENGINEERING	1,072,971.00	2,262,971.00	1,190,000.00	0.00	0.00	0.00	2,262,971.00	100.00%
B. CONSTRUCTION								
4220 - Prime Const. Contract			0.00			0.00	0.00	0.00%
4221 - Supp. Const.			0.00			0.00	0.00	0.00%
42220 - JOC or GRC			0.00			0.00	0.00	0.00%
4226 - City Forces Work			0.00			0.00	0.00	0.00%
4150 - Safety			0.00			0.00	0.00	0.00%
4810 - OCIP			0.00			0.00	0.00	0.00%
TOTAL CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
EQUIPMENT & FURNISHINGS								
3298 - Unclass. M&S Purch.			0.00			0.00	0.00	0.00%
3316 - Pipe Fittings			0.00			0.00	0.00	0.00%
4922 - Const. Related			0.00			0.00	0.00	0.00%
TOTAL EQUIP. & FURN.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
D. CONTINGENCIES								
4905 - Contingencies			0.00			0.00	0.00	0.00%
4909 - Pooled Contingencies			0.00			0.00	0.00	0.00%
E. SUB-TOTAL	1,072,971.00	2,262,971.00	1,190,000.00	0.00	0.00	0.00	2,262,971.00	100.00%
F. LAND ACQUISITION								
4638 - Land Acquisition			0.00			0.00	0.00	0.00%
G. Other								
4278 - Pending Council Action			0.00			0.00	0.00	0.00%
4279 - Oth Non-Personnel			0.00			0.00	0.00	0.00%
4280 - Oth Non-Personnel Au			0.00			0.00	0.00	0.00%
4282 - Oth Non-Personnel Exp			0.00			0.00	0.00	0.00%
Total Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
TOTAL PROJECT COST	1,072,971.00	2,262,971.00	1,190,000.00	0.00	0.00	0.00	2,262,971.00	100.00%

(WHEN APPLICABLE)
SAVINGS BY USE OF CITY FORCES

	City Forces	Contract
Labor	0.00	0.00
Material	0.00	0.00
Equipment	0.00	0.00
Profit	0.00	0.00
TOTAL	0.00	0.00

Document	Number	Sewer	Water	Total
Pre.Auth. Res.	R-294804	118,000.00		118,000.00
Pre.Auth. Res.	R-298104	954,971.00		954,971.00
Pre.Auth. Res.				0.00
Pre.Auth. Res.				0.00
P A 700				0.00
Total Presently Authorized		1,072,971.00	0.00	1,072,971.00

Surplus Authorized: Sewer 0.00 Water 0.00 Total 0.00

COMMENTS:

This request is to fund \$394,148 for Amendment No. 1 with RBF Consulting Engineers/Hirsch & Company and \$795,852 for in-house engineering and related costs.

PROJECT COST ESTIMATE

PROJECT: South Pacific Highway Trunk Sewer
 ADVERTISING: _____
 AWARD: _____
 Reallocation: X
 Consultant Award

Council District: 2
 Community Area: Centre City

PREPARED BY: Debra Mendoza
 DATE: 10/2/2007
 Work Order NO.: 175781
 Sub CIP No.: 409280

ACTIVITY:	CIP NO. OR OTHER SOURCE OF FUNDS			Current	Revised	Change	Revised TOTAL	% E & Const.
	40-928.0 Current	40-928.0 Revised	40-928.0 Changed					
A. ENGINEERING								
4114 - In House Eng.	178,000.00	178,000.00	0.00			0.00	178,000.00	4.84%
4115 - As Needed Consult.	54,504.00	52,659.81	(1,844.19)			0.00	52,659.81	1.43%
4116 - Const. Eng.	200,000.00	405,812.12	205,812.12			0.00	405,812.12	11.04%
4118 - Outside Eng./Consult.			0.00			0.00	0.00	0.00%
4119 - Enviro. Impact Studies			0.00			0.00	0.00	0.00%
4151 - Professional Services			0.00			0.00	0.00	0.00%
4240 - Reimbursement Agree.			0.00			0.00	0.00	0.00%
TOTAL ENGINEERING	432,504.00	636,471.93	203,967.93	0.00	0.00	0.00	636,471.93	17.31%
B. CONSTRUCTION								
4220 - Prime Const. Contract	3,008,676.91	3,008,676.30	(0.61)			0.00	3,008,676.30	81.83%
4221 - Supp. Const.			0.00			0.00	0.00	0.00%
42220 - JOC or GRC			0.00			0.00	0.00	0.00%
4226 - City Forces Work	50,000.00	29,328.99	(20,671.01)			0.00	29,328.99	0.80%
4150 - Safety			0.00			0.00	0.00	0.00%
4810 - OCIP			0.00			0.00	0.00	0.00%
TOTAL CONSTRUCTION	3,058,676.91	3,038,005.29	(20,671.62)	0.00	0.00	0.00	3,038,005.29	82.63%
C. EQUIPMENT & FURNISHINGS								
3298 - Unclass. M&S Purch.			0.00			0.00	0.00	0.00%
3316 - Pipe Fittings			0.00			0.00	0.00	0.00%
4922 - Const. Related			0.00			0.00	0.00	0.00%
TOTAL EQUIP. & FURN.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
D. CONTINGENCIES								
4905 - Contingencies	319,180.83		(319,180.83)			0.00	0.00	0.00%
4909 - Pooled Contingencies			0.00			0.00	0.00	0.00%
E. SUB-TOTAL	3,810,361.74	3,674,477.22	(135,884.52)	0.00	0.00	0.00	3,674,477.22	99.94%
F. LAND ACQUISITION								
4638 - Land Acqulstion			0.00			0.00	0.00	0.00%
G. Other								
4278 - Pending Council Action			0.00			0.00	0.00	0.00%
4279 - Oth Non-Personnel	116,292.26	2,176.78	(114,115.48)			0.00	2,176.78	0.06%
4280 - Oth Non-Personnel Au			0.00			0.00	0.00	0.00%
4282 - Oth Non-Personnel Exp			0.00			0.00	0.00	0.00%
Total Other	116,292.26	2,176.78	(114,115.48)	0.00	0.00	0.00	2,176.78	0.06%
TOTAL PROJECT COST	3,926,654.00	3,676,654.00	(250,000.00)	0.00	0.00	0.00	3,676,654.00	100.00%

Document	Number	Sewer	Water	Total
Pre.Auth.Res.	R-295524	2,830,000.00		2,830,000.00
Pre.Auth.Res.	R-296225	746,903.74		746,903.74
Pre.Auth.Res.	R-297998	633,458.00		633,458.00
Pre.Auth.Res.				0.00
P A 700				0.00
Total Presently Authorized		4,210,361.74	0.00	4,210,361.74

Surplus Authorized: 283,707.74 0.00 283,707.74

(WHEN APPLICABLE)

SAVINGS BY USE OF CITY FORCES

	City Forces	Contract
Labor	0.00	0.00
Material	0.00	0.00
Equipment	0.00	0.00
Profit	0.00	0.00
TOTAL	0.00	0.00

COMMENTS: This request is to transfer \$250,000 to CIP No. 40-931.0, South Mission Valley Trunk Sewer.

000287

PROJECT COST ESTIMATE

PROJECT: South Pacific Highway Trunk Sewer Ph. II
 ADVERTISING: _____
 AWARD: _____
 Reallocation: X
 Consultant Award _____

Council District: 2
 Community Area: Centre City

PREPARED BY: Debra Mendoza
 DATE: 10/2/2007
 Work Order NO.: 175781
 Sub CIP No.: 409281 (409280)

ACTIVITY:	CIP NO. OR OTHER SOURCE OF FUNDS			Current	Revised	Change	Revised TOTAL	% E & Const.
	40-928.1 (40-928.0) Current	40-928.1 (40-928.0) Revised	40-928.1 (40-928.0) Changed					
A. ENGINEERING								
4114 - In House Eng.	783.67	783.67	0.00			0.00	783.67	0.03%
4115 - As Needed Consult.			0.00			0.00	0.00	0.00%
4116 - Const. Eng.	179,216.33	306,972.89	127,756.56			0.00	306,972.89	11.60%
4118 - Outside Eng./Consult.			0.00			0.00	0.00	0.00%
4119 - Enviro. Impact Studies			0.00			0.00	0.00	0.00%
4151 - Professional Services			0.00			0.00	0.00	0.00%
4240 - Reimbursement Agree.			0.00			0.00	0.00	0.00%
TOTAL ENGINEERING	180,000.00	307,756.56	127,756.56	0.00	0.00	0.00	307,756.56	11.63%
B. CONSTRUCTION								
4220 - Prime Const. Contract	2,335,573.51	2,335,573.51	0.00			0.00	2,335,573.51	88.25%
4221 - Supp. Const.			0.00			0.00	0.00	0.00%
42220 - JOC or GRC			0.00			0.00	0.00	0.00%
4226 - City Forces Work	46,800.00		(46,800.00)			0.00	0.00	0.00%
4150 - Safety			0.00			0.00	0.00	0.00%
4810 - OCIP			0.00			0.00	0.00	0.00%
TOTAL CONSTRUCTION	2,382,373.51	2,335,573.51	(46,800.00)	0.00	0.00	0.00	2,335,573.51	88.25%
C. EQUIPMENT & FURNISHINGS								
3298 - Unclass. M&S Purch.			0.00			0.00	0.00	0.00%
3316 - Pipe Fittings			0.00			0.00	0.00	0.00%
4922 - Const. Related			0.00			0.00	0.00	0.00%
TOTAL EQUIP. & FURN.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
D. CONTINGENCIES								
4905 - Contingencies	554,280.49		(554,280.49)			0.00	0.00	0.00%
4909 - Pooled Contingencies			0.00			0.00	0.00	0.00%
E. SUB-TOTAL	3,116,654.00	2,643,330.07	(473,323.93)	0.00	0.00	0.00	2,643,330.07	99.87%
F. LAND ACQUISITION								
4838 - Land Acquisition			0.00			0.00	0.00	0.00%
G. Other								
4278 - Pending Council Action			0.00			0.00	0.00	0.00%
4279 - Oth Non-Personnel			0.00			0.00	0.00	0.00%
4280 - Oth Non-Personnel Au	493,346.00	496,669.93	3,323.93			0.00	496,669.93	18.77%
4282 - Oth Non-Personnel Exp	(493,346.00)	(493,346.00)	0.00			0.00	(493,346.00)	-18.84%
Total Other	0.00	3,323.93	3,323.93	0.00	0.00	0.00	3,323.93	0.13%
TOTAL PROJECT COST	3,116,654.00	2,646,654.00	(470,000.00)	0.00	0.00	0.00	2,646,654.00	100.00%

(WHEN APPLICABLE)
 SAVINGS BY USE OF CITY FORCES

	City Forces	Contract
Labor	0.00	0.00
Material	0.00	0.00
Equipment	0.00	0.00
Profit	0.00	0.00
TOTAL	0.00	0.00

Document	Number	Sewer	Water	Total
Pre. Auth. Res.	R-298012	3,610,000.00		3,610,000.00
Pre. Auth. Res.				0.00
Pre. Auth. Res.				0.00
Pre. Auth. Res.				0.00
P A 700				0.00
Total Presently Authorized		3,610,000.00	0.00	3,610,000.00

Surplus Authorized: 493,346.00 0.00 493,346.00

COMMENTS: This request is to transfer \$470,000 to CIP 40-931.0, South Mission Valley Trunk Sewer.

000289

SOLANA BEACH

RANCHO

ESCONDIDO

BERNARDO

POWAY

DEL MAR I-5

I-15

LA JOLLA

SR-52

SANTEE

JOB SITE

SR-163

EL CAJON

LA MESA

PACIFIC OCEAN

SAN DIEGO SR-94

POINT LOMA

I-805

CORONADO

SR-54

NATIONAL CITY

ENCINA VISTA

NO SCALE

SAN YSIDRO

U.S.A.

MEXICO

VICINITY MAP

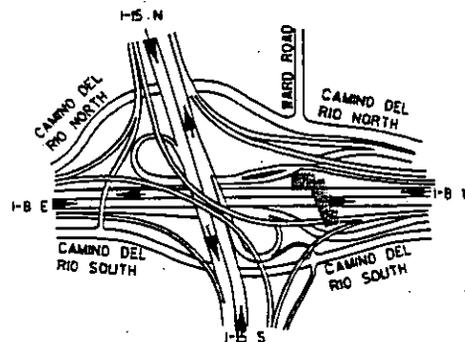
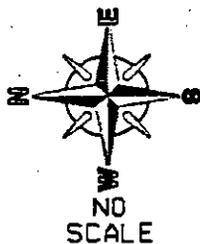


SOUTH MISSION VALLEY TRUNK SEWER REPACEMENT (PHASE 1)

SENIOR ENGINEER
WENDY GAMBOA
☎ (619) 235-1971

PROJECT MANAGER
DWAYNE ABBEY
☎ (619) 533-5154

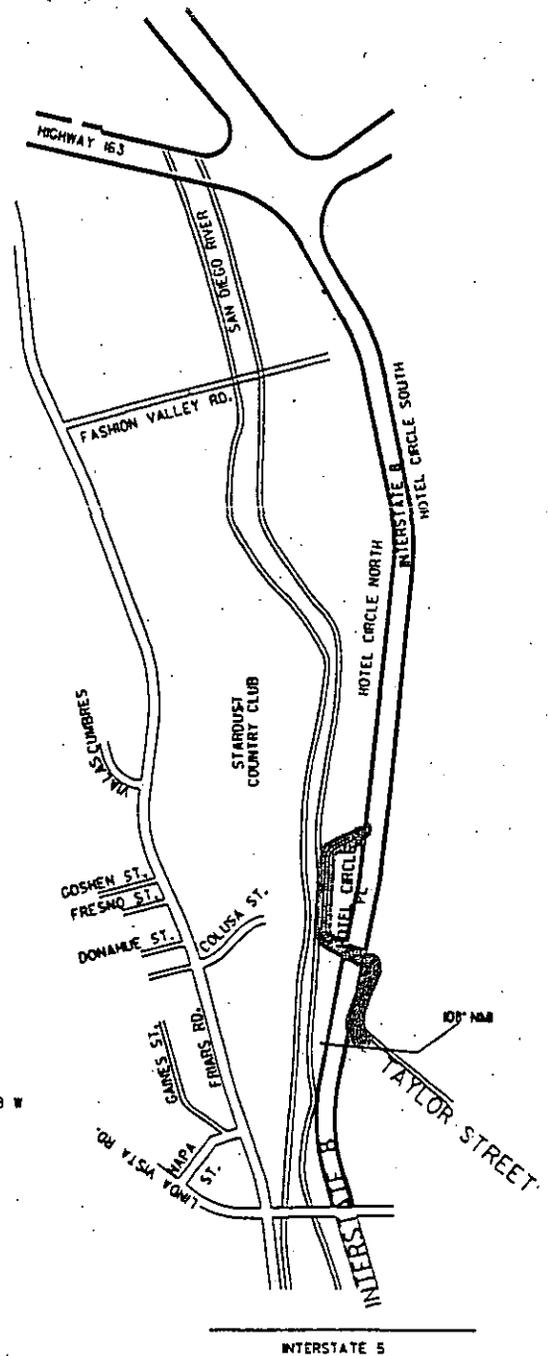
PROJECT ENGINEER
ALI MOHAMMADIAN
☎ (619) 533-7481



LOCATION MAP

LEGEND

PROPOSED SEWER



DETERMINATION FORM

CONFLICT OF INTEREST CODE:
DETERMINATION OF APPLICABILITY TO CONSULTANT

Name of Consultant & Company:

John Harris
RBF Consulting
9755 Clairemont Blvd. Suite 100
San Diego CA 92124

Consultant Duties:

Complete and update plans and specifications for South Mission Valley Trunk Sewer Phase 1

Disclosure determination:

Consultant will not be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B attached. No disclosure required.

Consultant will be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B attached. Consultant is required to file a Statement of Economic Interests with the City Clerk of the City of San Diego in a timely manner as required by law.

Disclosure required to the broadest level.

Disclosure required to a limited extent:

By:  Eric A. ...
[Name/Title] Eric A. Dept.

10/8/07
[Date]

*Forward a copy of this form to the Consultant to notify them of the determination.
*Forward a copy of this form to the City Clerk's office to go on file for reporting purposes.

RESOLUTION NUMBER R- 296104ADOPTED ON FEB 25 2002

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, a phase-funded agreement with Hirsch & Company, for engineering and consultant services for the design of South Mission Valley Trunk Sewer for a cost not to exceed \$1,072,971, under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR- 296104.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$350,000 from Sewer Fund 41506, CIP No. 40-931.0, South Mission Valley Trunk Sewer is hereby authorized, solely and exclusively for the purpose of funding Phase 1 of Hirsch & Company's engineering and consultant services for the design of the above project.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$954,971 from Sewer Fund 41506, CIP No. 40-931.0, South Mission Valley Trunk Sewer, is hereby authorized, solely and exclusively for the purpose of providing funds for the above project, provided that the City Auditor and Comptroller furnishes one or more certificates certifying that

funds necessary for expenditure under established contract funding phases are, or will be, on deposit with the City Treasurer.

APPROVED: CASEY GWINN, City Attorney

By Eric A. Swenson
Eric A. Swenson
Deputy City Attorney

EAS:pev
2/4/02
Aud.Cert:2200742
Or.Dept:E&CP
R-2002-1051
Form=auagr.frm

CLERK'S FILE COPY

(R-2001-1347)

RESOLUTION NUMBER R- 294804ADOPTED ON MAY 01 2001

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

1. That the City Auditor and Comptroller is authorized to amend the Capital Improvement Budget by adding CIP No. 40-931.0, South Mission Valley Trunk Sewer.
2. That the transfer of \$118,000 for FY 2001 from Sewer Fund 41506, CIP No. 40-910.2, Chollas Valley Trunk Sewer - Phase 2, to Sewer Fund 41506, CIP No. 40-931.0, South Mission Valley Trunk Sewer is hereby authorized.
3. That the expenditure of \$118,000 from Sewer Fund 41506, CIP No. 40-931.0, South Mission Valley Trunk Sewer, for engineering and design services is hereby authorized.

APPROVED: CASEY GWINN, City Attorney

By Stuart H. Swett
Stuart H. Swett
Senior Deputy City Attorney

SHS:smf
04/06/01
Aud.Cert.:2101044
Or.Dept:Eng. & Capital Projs.
R-2001-1347
Form=r-t.res

000297

From: Mary Brown
To: Danny Fernandez
Date: Mon, Oct 29, 2007 11:20 AM
Subject: Re: South Mission Valley TS 409310

Hello Danny,

Here is an explanation for the request.

This Request = \$1,190,000
Amt Transfer from
409280/409281 = 720,000
4280 (in 409310) 118,000
4279 (in 409310) = 352,000
\$1,190,000

Note: the amount is 4280 and 4279 is already in the project
The additional left in 4279 is for the real estate expenses that will be authorized at a later time.

Debra Mendoza - Re: 1472 format - Auditor questions.

From: Angela Colton
To: Amber Ashley; Bryce Collins; Caryn McGriff; Colleen Johnson; Danny Fernandez; Robert Barreras; Yeshi Bezuneh
Date: 8/16/2007 1:32 PM
Subject: Re: 1472 format - Auditor questions.
CC: Agnes Toledo; Becky Weber; Cheri Miller; Christina Bellows; Debra Campbell; Debra Mendoza; Elvira Ricafort; Estella Montoya; Joanne Dinjotian; Leita Ross; Mark Mercer; Mary Brown; Michele Davy; Pete DeLara; Ray Palmucci; Rumi Doherty; Thomas Zeleny; Victoria De Loza; Wendy Morrow

Hi Colleen,

Just to clarify regarding box 8, only the funding to be AC'd should be listed, and all of the accounting provided in box 8 should have funding available in it at the time the action is being routed. For example, if the funding is being transferred to a new location and then being expended out of the new location, box 8 should only show where the funding is being transferred from. On the other hand, if you are transferring money from one location and expending additional funds not included in the transfer that are already in the right job order, box 8 should show the amount being transferred as well as the amount already in the correct location to be expended.

Angela Colton
Financial Manager
Financial Management Department
City of San Diego
(619) 236-5988

>>> Colleen Johnson 8/16/07 12:39 PM >>>

My responses are in blue below. If anyone disagrees, please let me know before Monday Noon. Thanks for the clarification.

D. Colleen Johnson
Senior Management Analyst
Water & Sewer Design
(619) 533-7442
Fax: (619) 533-5476

>>> Caryn McGriff 8/16/2007 11:42 AM >>>

See my responses in red un-bold. Hope this helps

>>> Colleen Johnson 8/16/2007 10:45 AM >>>

Perhaps I was unclear of what I was asking in box 8
Caryn,

In the past we were required to put in Box 8 the following.

(1) If we were transferring funding it would be in one column. We were just clarifying if it should be in the first column or the last. I would fill in as needed from left to right. We will put any transfer information in the first column and where expending from after as the group decided.

(2) Where we will be expending the funding from in another column minus City Force Work if over \$100,000. I'm not sure what you mean by this. Do mean if you had a \$1M project and \$300K of it was city force work, you would fill out one column showing \$300K and another showing \$700K? Yes If there are different funding sources for those expenses, then I would continue with that practice. OK

(3) We were asked to display City Force Work if over \$100,000 and place in a separate column. Is it required to

pull out the City Force work if it has a resolution or is the resolution sufficient? I believe in the past if we had a resolution regarding funding we had information in a column in Box 8. Separating it out seems acceptable. there is nothing wrong with more detail.OK

As I understand your responses:

1. Only put information in Box 8 where the funding is being transferred from if we are transferring funding. We would not put where we are expending from. This is major change. NO. the idea here is to identify where the funds are currently at in box 8. whether those will be transferred or expended is irrelevant. The point is to identify the current location of funding. What that funding is to be used for is then identified in detail in box 11 and the executive summary. If you want funds certified then their location needs to be identified in box 8 We will continue as we have in the past.

2. We put in Box 8 where we are expending from if there is no transfer. If you want funds certified then their location needs to be identified in box 8 We will continue as we have in the past.

3. We do not need to call out City Force Work if over \$100,000; the resolution is sufficient. You need to confirm this with the Atty The Attorney said was your call. We will continue to do as before unless we hear otherwise from the Attorney and Auditors.

4. If we have an READ resolution along with our other resolutions to fix an over expenditures, ect, we do not have to put in Box 8. The resolution is sufficient. You need to confirm this with the Atty The Attorney said was your call. We will continue to do as before unless we hear otherwise from the Attorney and Auditors.

Box 9 - I think we all will have different needs based on each 1472. But we agree with your basic concept to what should be included.

Appropriate money in an outlying year - We thought in the past that we were told this resolution was illegal by Auditors and we were trying to confirm if our memory was right. From your response it sounds like it should be taken out of the 1472 guidelines? I don't think that its necessarily "illegal"...I just don't think it give any legal authority. You can check with the atty on whether it is truly illegal language or just useless language. If it is not legal, I assume the information in the Executive Summary could cover this information. Why put in just for information.

Please let me know if I am interpreting your responses correctly. Thanks!

D. Colleen Johnson
Senior Management Analyst
Water & Sewer Design
(619) 533-7442
Fax: (619) 533-5476

>>> Caryn McGriff 8/15/2007 4:39 PM >>>

Please see my responses in red bold below. Hope this info helps. Let me know if you have more questions/comments

>>> Colleen Johnson 8/15/2007 12:26 PM >>>

Previously we requested the answers to the task forces' questions and I do not believe we have received a reply. Therefore I am requesting the answers to the following questions by noon tomorrow so that we may finalize the format and language of the 1472s directions. Thanks!

. Box 8 - Accounting Information The affected accounting detail (fund, department, organization, object account, job order, CIPnumber, and amount) is provided here. This breakdown should match the Fiscal Impact paragraph on the Executive Summary, as well as the language in Box 11. Box 8 represents where the funds currently reside and where they will be encumbered by the auditor certificate. (We are awaiting clarification from the Auditor regarding: in information that goes in the column of box 8. We currently understand that where we are transferring from comes first and where it is going comes next. Also we are awaiting clarification from the Auditor regarding whether City Force Work over \$100,000 needs to be broken out in Box 8.) Also does Real Estate

Assets (REA) costs need to be broken out? Should REA have the same treatment as City Force Work? You should only be showing where the money is coming from, not where it is going to. I would advise checking with the attorney on both the City Force work and the REA issue. I don't think we issue contracts or encumber costs for READ labor, or city force work, so I don't think these need to be included on Box 8. They do need to be included in the reso language, but not necessarily encumbered on an AC.

Box 9 - Additional Information/Estimated Cost Should show the total project cost, including a breakdown of phases, previously authorized amounts, and anticipated future funding needs. (We are awaiting clarification from the Auditor regarding the non phase-funded and phase-funded format for this box.)

I think the information should be the same for both phase funded and non phase funded projects. "Previously authorized amount, Amount this request, Future funding needs, Total project costs." (That's for non-phase projects) "Previously auth Phase 1, Amount of this request for phase 1, Future Phase 1 funding needs, Total phase 1 costs; Previously auth Phase 2, Amount of this request for phase 2, Future Phase 2 funding needs, Total phase 2 costs; P1 + P2 = total project cost. You can add and delete categories as necessary depending on what phase you are acting on.

Appropriate money in an outlying year (current year or beyond): Authorizing the City Auditor and Comptroller to appropriate and expend \$ _____ into CIP # , CIP Title , Fund # , Fund Title , contingent upon the adoption of the Fiscal Year ____ (future year) Annual Budget, Annual Appropriation Ordinance and contingent upon the City Auditor and Comptroller certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasury Treasurer. We don't think Auditors/Attorneys allow this type of action any more. We need confirmation that this is still allowed.

You can put this language in if you want to, just to show future intent. But there is no authority from the action until the next FY budget is approved (with this item actually included).

D. Colleen Johnson
Senior Management Analyst
Water & Sewer Design
(619) 533-7442
Fax: (619) 533-5476