

000013

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:

50
10/23

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

July 6, 2007

SUBJECT: Second Amendment to Agreement with Boyle Engineering Corporation for State Route 56

GENERAL CONTRACT INFORMATION

Recommended Contractor: Boyle Engineering Corporation

Amount of this action: \$ 64,811.00

Original Contract Amount: \$ 60,011.00

Cumulative Amount: \$ 124,822.00

Funding Source: City

SUBCONTRACTOR PARTICIPATION

No Subconsultant participation on this action.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Boyle Engineering submitted a Work Force Report for their San Diego employees dated April 18, 2007, indicating 47 employees in the Administrative Work Force. The Administrative Work Force Analysis indicates under representations in the following categories:

Hispanics in Administrative Support
Filipinos in A&E, Science, Computer and Technical
Females in Mgmt & Financial and Technical

Although the firm's workforce has under representations in Filipinos in A&E, Science, Computer and Technical the participation level in the overall category exceeds the goal.

ADDITIONAL COMMENTS

The Work Force Analyses are attached.

rl

File: Admin WOFO 2000

Date WOFO Submitted: 4/18/2007

Input by: SH

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: Boyle Engineering Corporation

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	3.3%	0	0	11.9%	0	0	6.2%	1	0	0.4%	0	0	6.2%	0	0	2	0	0	0		
Professional	4.0%	0	0	12.6%	0	0	6.5%	0	0	0.5%	0	0	6.5%	0	0	0	2	0	0		
A&E, Science, Computer	2.8%	1	0	7.3%	0	0	16.2%	1	3	0.3%	0	0	16.2%	10	0	13	3	0	0		
Technical	6.6%	0	0	14.8%	2	0	17.2%	1	1	0.4%	0	0	17.2%	1	0	9	1	0	0		
Sales	3.9%	0	0	19.5%	0	0	6.8%	0	0	0.6%	0	0	6.8%	0	0	0	0	0	0		
Administrative Support	7.0%	0	0	20.8%	0	0	8.8%	0	0	0.6%	0	0	8.8%	0	0	0	5	0	0		
Services	5.5%	0	0	36.9%	0	0	9.7%	0	0	0.6%	0	0	9.7%	0	0	0	0	0	0		
Crafts	4.5%	0	0	25.8%	0	0	9.1%	0	0	0.7%	0	0	9.1%	0	0	0	0	0	0		
Operative Workers	4.3%	0	0	38.8%	0	0	20.8%	0	0	0.3%	0	0	20.8%	0	0	0	0	0	0		
Transportation	8.1%	0	0	32.1%	0	0	4.5%	0	0	0.5%	0	0	4.5%	0	0	0	0	0	0		
Laborers	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		1	0		2	1		3	4		0	0		1	0		24	11		0	0

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

	TOTAL EMPLOYEES			Female Goals
	ALL	M	F	
Mgmt & Financial	3	3	0	39.8%
Professional	2	0	2	59.5%
A&E, Science, Computer	22	15	7	22.3%
Technical	15	13	2	49.0%
Sales	10	10	0	49.4%
Administrative Support	5	0	5	73.2%
Services	0	0	0	62.3%
Crafts	0	0	0	8.6%
Operative Workers	0	0	0	36.7%
Transportation	0	0	0	15.2%
Laborers	0	0	0	11.1%
TOTAL	47	31	16	

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	0.10	0	N/A	0.36	0	N/A	0.19	0	N/A	0.01	0	N/A	0.19	0	N/A	1.19	0	(1.19)
Professional	0.08	0	N/A	0.25	0	N/A	0.13	0	N/A	0.01	0	N/A	0.13	0	N/A	1.19	2	N/A
A&E, Science, Computer	0.62	1	N/A	1.81	1	N/A	3.56	1	N/A	0.07	0	N/A	3.56	0	(3.56)	4.91	7	-2.09
Technical	0.99	0	N/A	2.22	2	N/A	2.58	2	N/A	0.06	0	N/A	2.58	1	(1.58)	7.35	2	(5.35)
Sales	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
Administrative Support	0.35	0	N/A	1.04	0	(1.04)	0.44	0	N/A	0.03	0	N/A	0.44	0	N/A	3.66	5	1.34
Services	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
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	0.00	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
Transportation	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
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

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.

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REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

1. CERTIFICATE NUMBER
(FOR AUDITOR'S USE)
2800138

50
10/23

TO: CITY ATTORNEY

2. FROM (ORIGINATING DEPARTMENT):
Engineering & Capital Projects

3. DATE:
June 6, 2007

4. SUBJECT:
Second Amendment to Agreement with Boyle Engineering Corporation for State Route 56

5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.)
Dave Zoumaras 533-3138 MS612

6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.)
Larry Van Wey 533-3005 MS 612

7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	WM	30301	30301
DEPT.		30244	30244
ORGANIZATION		107	107
OBJECT ACCOUNT		4279	4279
JOB ORDER		581760	581710
C.I.P. NUMBER		58-176.0	58-171.0
AMOUNT		\$17,518.00	\$47,293.00

9. ADDITIONAL INFORMATION / ESTIMATED COST:
Fiscal Impact:
This Action: \$64,811.00
Total Consultant: \$124,822.00

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIG. DEPT	<i>[Signature]</i>	6/27/07	8	DEPUTY CHIEF	<i>[Signature]</i>	8-2-07
2	EAS	<i>[Signature]</i>	6/29/07	9	COO	Not required	
3	EOCP	<i>[Signature]</i>	7/9/07	10	CITY ATTORNEY	<i>[Signature]</i>	10/9/07
4	LIAISON OFFICE	<i>[Signature]</i>	7/13/07	11	ORIG. DEPT	<i>[Signature]</i>	10/23/07
5	CIP/FM	<i>[Signature]</i>	7/19/07		DOCKET COORD:	<i>[Signature]</i>	
6	AUDITOR	<i>[Signature]</i>	8/18/07		COUNCIL PRESIDENT	<i>[Signature]</i>	
7					COUNCIL LIAISON	<i>[Signature]</i>	

COUNCIL PRESIDENT SPOB CONSENT ADOPTION
 REFER TO: _____ COUNCIL DATE: 10/23/07

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

1. Authorizing the execution of the Second Amendment to the agreement with Boyle Engineering Corporation for the study of additional bike path connection alternatives; and
2. Authorizing the expenditure of \$17,518.00 from CIP 58-176.0, Darkwood Canyon Connector Study for SR 56 Bike Path, Fund 30301, Transnet Bike and \$47,293.00 from CIP 58-171.0, SR 56 Interchange, Fund 30301, Transnet Bike for the purpose of executing the amendment to the agreement; and
3. Authorizing the Auditor and Comptroller to return excess budgeted funds, if any, to the appropriate reserves.

11A. STAFF RECOMMENDATIONS: APPROVE THE RESOLUTION

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

COUNCIL DISTRICT(S): 1

COMMUNITY AREA(S): Rancho Penasquitos

ENVIRONMENTAL IMPACT: This activity is not a "project" and therefore exempt from CEQA pursuant to the State Guidelines Section 15060 (c) (3).

HOUSING IMPACT: N/A

OTHER ISSUES: Attachment: Copy of First Amendment and Second Amendment

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BOYLE

7807 Convoy Court, Suite 200
San Diego, CA 92111
TEL: (858)268-8080
FAX: (858)292-7432
www.boyleengineering.com

Mr. Brad Johnson, PE
Project Manager
CITY OF SAN DIEGO
1010 Second Avenue, Suite 1200
San Diego CA 92101

February 20, 2004
SD:504-404-01

State Route 56 Scope Change for Bike Path Interchanges

Dear Brad,

With this letter, Boyle accepts a scope change for Task 4200 of the State Route 56 project. Task 4200 was originally included in Contract Amendment 6, dated December 6, 1999, between Boyle and the City.

The fee for Task 4200 was listed in that Amendment as \$218,077; however, \$207,135 was specifically for the bike path bypass; of that amount \$21,290 was previously invoiced to the City for work completed on the Black Mountain Road bike path interchange. Therefore, the total fee remaining under Task 4200 is \$185,845. Of this amount, \$115,817 was allocated for work under the Original Bike Path Interchange scope and fee (dated January 31, 2002) for the bike interchange Project Study Report effort, leaving \$70,028. Of this remaining amount, \$60,011 is now allocated for additional connection points along SR-56 as described in Amendment 1 to the Bike Path Interchange, Project Study Report scope of services (attached).

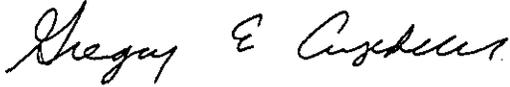
Please call if you have any questions or comments. Upon receipt of a copy of this letter with your signature below, Boyle can begin work. Thank you for the continuing opportunity to work with the City.

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Mr. Brad Johnson, PE
Page 2

February 4, 2002
(rev. February 19, 2002)

Boyle Engineering Corporation



Gregory E. Campbell, PE
Senior Engineer

Enclosures: Scope and Fee

Copy to: Joel Rizzo, City of San Diego
Clark Fernon, Boyle Engineering

The City of San Diego accepts the above-described change in scope for Task 4200 of the State Route 56 contract between the City and Boyle Engineering Corporation

Signature



Date 5/13/04

Amendment 1

Project Study Report for Bike Path Interchanges and Additional Connection Points along SR-56

Exhibit A – Scope of Services

February 20, 2004

Introduction

Boyle Engineering Corporation (Boyle) is providing professional engineering services (under Contract Amendment 6, dated December 6, 1999, as amended by letter dated February 4, 2002 and signed by the City on February 23, 2002) to the City of San Diego (the City) for preparing a Project Study Report (PSR) for constructing bike path interchanges at three cross streets along SR-56: Camino Santa Fe, Camino Del Sur and Black Mountain Road. This scope is formatted as an amendment to tasks 2 and 3 of the original authorization dated January 1, 2002. This scope of services was requested by the City for the study of three additional access points along the SR-56 Bike Path corridor and for a new alternative crossing at Camino Del Sur (formerly Camino Ruiz). The three access points are at Penasquitos Open Space, McGonigle Canyon, and west of Rancho Santa Fe Farms Road, as described below.

Certain assumptions have been made during the preparation of this scope of services and the accompanying fee. To the extent possible, they are stated below. However, if the actual effort required is significantly different from the assumptions presented herein, both the City and Boyle agree to revise the scope and fee accordingly.

Assumptions

1. It is assumed that there is only one viable alternative at each of the listed access points, therefore only one alternative will be studied at each location.
2. A Draft PSR was already prepared by Boyle and reviewed by the City and Caltrans. It is assumed that a revised Draft PSR will be required due to the increased locations.
3. The environmental review included in this scope will be based on existing, mapped resources, and no new field studies are included.
4. The assumptions stated in the prior scope of services still apply.
5. This scope of services does not include geotechnical investigations or reports.
6. Since the prior work at Camino Del Sur has been completed, it will remain in the Revised Draft PSR as a viable alternative to consider.

Assumptions (Cont.)

7. This scope assumes that drawings supplied by Caltrans will be adequate for utility and drainage research, and that no separate research will be performed.
8. Boyle will utilize Boyle produced rights-of-way drawings from the SR-56 BMR and Middle Segments for the right-of-way portion of this work.

Scope of Work

TASK 2 (Amended) – Revised Draft PSR

213 Study Additional Access At Penasquitos Open Space

Following the existing bike path south of SR-56 on the east side of the Penasquitos Open Space (POS) Corridor, study one (1) connection to the SR-56 bike path from the neighborhood along Darkwood Road.

Design one horizontal alignment, one vertical alignment, prepare templates, and run earthwork modeling to indicate limits of grading, finished ground contours, and earthwork volumes. It is anticipated that a retaining wall will be necessary to make this connection, therefore a retaining wall recommendation will be included.

Prepare one (1) each plan, profile, and cross section view graphics for incorporation into Revised Draft PSR.

214 Study Additional Access East of McGonigle Canyon Bridge

Prepare a study of an access point east of McGonigle Canyon Bridge at about station 100+00 (metric) along SR-56. Caltrans has studied a preliminary level of grading for an access point at this location. Boyle will continue with the work that Caltrans started and Caltrans will provide this digital data.

Scope of Work (Cont.)

Coordinate and if necessary meet once with Caltrans to obtain the digital design information for the access point. Convert the digital data from Caltrans. Create one horizontal alignment, one vertical alignment, prepare templates, and run earthwork modeling to indicate limits of grading, finished ground contours, and earthwork volumes. It is not anticipated that a retaining wall or bridge structure will be necessary to make this connection.

Prepare one (1) each plan, profile, and cross section view graphics for incorporation into Revised Draft PSR.

215 Study Additional Access West of RSFF

Prepare a study of an access point west of Rancho Santa Fe Farms Road (RSFF) at about station 74+00 (metric) along SR-56. Caltrans has prepared construction drawings for SR-56 at this location. Boyle will obtain this digital data from Caltrans.

Coordinate with Caltrans to obtain the digital design information for the area around the proposed access point. Convert, as necessary, the digital data from Caltrans. Create one horizontal alignment, one vertical alignment, prepare templates, and run earthwork modeling to indicate limits of grading, finished ground contours, and earthwork volumes.

Prepare one (1) each plan, profile, and cross section view graphics for incorporation into Revised Draft PSR.

Scope of Work (Cont.)

216. Study Additional Design at Camino Del Sur

Obtain current development plans and digital terrain model for the south-west and south east quadrant of the Camino Del Sur interchange. Plans will be reviewed to identify opportunities to avoid the planned development, if possible. This scope assumes Boyle will attempt to obtain these plans. If Boyle is unable to obtain plans from the developers, Boyle will require assistance from the City. There are two known developers in the area of Camino Del Sur who will be affected by this bike path project. This scope assumes one (1) meeting or some level of coordination will be required with each developer to obtain the required digital terrain for their respective project sites.

Study new bike path interchange horizontal geometry at Camino Del Sur to address Caltrans comment to move main bike path south and the bike path connector ramps north. Work consists of planning level design of the bike path main line alignment, connector ramps, and retaining walls to follow Caltrans design standards.

Prepare new vertical geometry of the main bike path and the connector ramps to tie the new horizontal geometry to the surrounding designs.

With new horizontal and vertical geometry, prepare the templates and run the earthwork model. The earthwork model will produce the limits of grading thereby illustrating the impacts to the surrounding designs. Based on the model run, adjust the horizontal and vertical alignments, including retaining walls. Run final model using revised horizontal and vertical geometry. Prepare finished ground contour grading.

Prepare two (2) horizontal, vertical, and cross section graphics and attend one (1) meeting with the City and Caltrans to present and discuss the revised design. Prepare meeting notes outlining design comments and distribute. Based on the comments received at the meeting, revise design one time.

Scope of Work (Cont.)

217. Incorporate New Designs into Revised Draft PSR

Evaluate Drainage Impacts – Make preliminary recommendations as to locations of major culverts and identify potential drainage issues for the additional alternatives being studied (4 total). Note: a preliminary drainage study is not included in this scope of work nor are locations of inlets structures or pipes included.

Evaluate R/W Impacts – For each additional alternative (4 total) evaluate the R/W requirements and assess the impacts to future development. Prepare graphical representation of those impacts. It is assumed the City will provide all necessary information about current or proposed developments.

Identify Utility Impacts/Conflicts and Make Recommendations
Identify known utility conflicts and make recommendations where conflicts occur for the 4 additional alternatives. Prepare a graphic showing conflicts and prepare written recommendations. This assumes that Boyle and Caltrans plans for SR-56 will be used to obtain utility information.

Evaluate Security/Safety Issues – Identify potential safety or security issues associated with each of the 4 additional alternatives, summarize, and make recommendations.

Evaluate Environmental Impacts – Employ the services of an environmental consultant to review available environmental studies, identify the environmental issues of each of the 4 additional alternates, and identify the anticipated environmental documentation and permitting needed. Where feasible, without detailed study, identify appropriate mitigation measures.

Scope of Work (Cont.)

Make Structural Recommendations – Prepare one Advance Planning Study (APS) and estimate for anticipated bridge structure at Camino Del Sur. It is assumed that Type Selection is not part of this scope of services. It is also assumed that an APS will not be required for the design at Penasquitos Open Space.

Prepare Construction and R/W Cost Estimates – For each of the 4 additional alternatives prepare one preliminary cost estimate.

Prepare Revised Draft PSR – Combine the new design and analysis of the 4 additional alternatives with the previous Draft PSR. Prepare Revised Draft PSR text and attachments, including changing attachment numbers and attachment callouts where necessary, and including the following revised sections:

- Cover, Table of Contents, and Location Map
- Introduction/Project Background Section
- Need and Purpose Section
- Description of Each Alternate Including Impacts
- Analysis of Proposal Section
- 11"x17" Plan & Profile Exhibits
- Representative Typical Sections
- Construction and R/W Cost Estimates
- Hazardous Waste Section
- Environmental Section
- Funding and Scheduling
- Exhibits/Displays
- References to Standard Drawings and Caltrans and City accepted design standards/practices

Scope of Work (Cont.)

218. Quality Control (QC)

Prepare a revised Draft PSR for Quality Control review. Perform Quality Control review by qualified Principal Engineer. Boyle Project Manager to meet with Principal Engineer to discuss QC comments. Incorporate QC comments into Revised Draft PSR.

219. Assemble Package and Submit

Assemble Revised Draft PSR. Prepare 18 copies of the Revised Draft PSR and submit 5 copies to Caltrans, 5 copies to SANDAG, and 8 copies to the City.

220. Project Management

Project set-up, meetings and coordination with the City to work on scope of work for Amendment 1, internal progress meetings with staff, coordination with EDAW, preparing invoices, updating project schedule and Boyle MIS, etc.

TASK 3 (Amended) – Final PSR

304 Prepare Final PSR

This task is for the additional work to prepare the Final PSR associated with the additional 4 alternatives added.

Schedule

After receipt of Digital Terrain Model from Caltrans and the Developers for SR-56 Middle and development sites, Boyle will prepare the following:

Prepare Engineering for Access Points and Camino Del Sur	4 weeks
Prepare Revised Draft PSR	3 weeks
City/Caltrans Review	4 weeks
Address Comments	1 week
Prepare Final PSR	2 weeks

Compensation Schedule

Please refer to Exhibit B for compensation for the foregoing tasks.

Compensation for the foregoing services will be made on a Lump Sum, not-to-exceed basis. Compensation for Amendment 1 work shall not exceed \$60,011 without prior authorization of the City.

Any applicable direct costs beyond this scope of services must be authorized by the City prior to incurring the expense. If authorized, Boyle will invoice actual cost plus 10 percent.

Payment of invoices shall be made within 15 days of receipt of invoice.

Project Budget

SR-56 Bike Path Interchanges

City of San Diego

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Task Description	Personnel Hours							Budget		
	Principal Engineer	Project Manager	Sr. Structural Engr.	Assistant Engineer	Sr. CADD Tech.	Sr. Admin.	Total Hours	Labor	Non-Labor Cost	Total
Task 2 (Amended) - Revised Draft PSR										
213. Study Additional Access At Penasquitos Open Space (1 Alt.)	1.0	10.0	2.0	35.0	20.0	2.0	70	\$ 6,875	\$ 231	\$ 7,106
214. Study Additional Access East of McGonigle Canyon Bridge (1 Alt.)	1.0	4.0		30.0	12.0	2.0	49	\$ 4,530	\$ 162	\$ 4,692
215. Study Additional Access West of RSFF (1 Alt.)	1.0	4.0	2.0	30.0	10.0	2.0	49	\$ 4,650	\$ 162	\$ 4,812
216. Study Additional Design at Camino Del Sur (1 Alt.)	1.0	10.0	2.0	38.0	12.0	6.0	69	\$ 6,674	\$ 378	\$ 7,052
217. Incorporate New Designs into Revised Draft PSR							-	\$ -	\$ -	\$ -
Evaluate Drainage Impacts		1.0		1.0			2	\$ 235	\$ 7	\$ 242
Evaluate R/W Impacts		1.0		2.0			3	\$ 320	\$ 10	\$ 330
Identify Utility Impacts		1.0		1.0			2	\$ 235	\$ 7	\$ 242
Evaluate Safety Issues		1.0					1	\$ 150	\$ 3	\$ 153
Evaluate Environmental Impacts (Includes EDAA Fee)		4.0		3.0		1.0	8	\$ 921	\$ 5,626	\$ 6,547
Make Structural Recommendations		2.0	13.0		10.0		25	\$ 3,150	\$ 83	\$ 3,233
Prepare Cost Estimates		11.0	2.0	16.0			29	\$ 3,310	\$ 246	\$ 3,556
Prepare Revised Draft PSR		18.0	2.0	11.0	18.0	6.0	55	\$ 5,951	\$ 432	\$ 6,383
218. Quality Control -	4.0	6.0		12.0			22	\$ 2,592	\$ 98	\$ 2,690
219. Assemble Package and Submit		1.0		8.0		8.0	17	\$ 1,358	\$ 506	\$ 1,864
220. Project Management		20.0				10.0	30	\$ 3,660	\$ 99	\$ 3,759
							-	\$ -	\$ -	\$ -
Subtotal	8.0	94	23	187	82	37	431	\$ 44,611	\$ 8,047	\$ 52,658
Task 3 (Amended) - Final Project Study Report										
304. Additional Final PSR Work		4	2	12	6	2	26	\$ 2,592	\$ 186	\$ 2,778
Ongoing Approved Out-of-Scope Project Coordination	6	22				2	30	\$ 4,440	\$ 135	\$ 4,575
							-	\$ -	\$ -	\$ -
Subtotal	6	26	2	12	6	4	56	\$ 7,032	\$ 321	\$ 7,353
Total	14	120	25	199	88	41	487	\$ 51,643	\$ 8,368	\$ 60,011

Project Budget

SR-56 Bike Path Interchanges

City of San Diego

000028

Task Description	Personnel Hours						Budget		
	Principal Engineer	Project Manager	Sr. Structural Engr.	Assistant Engineer	Sr. CADD Tech.	Sr. Admin.	Total Hours	Labor	Non-Labor Cost

Amounts shown are fee.

<u>Personnel Category</u>	<u>\$/HR</u>
Principal Engineer	\$168.00
Project Manager	\$150.00
Sr. Structural Engr.	\$150.00
Assistant Engineer	\$85.00
Sr. CADD Tech.	\$90.00
Sr. Admin.	\$66.00

000029

APP09I DEPT: 30244 ORG LEVEL: 107 JO: 581710 PY: PRINT: N PG 1
PRIOR PD: FY: 07 CY SPECIAL FUND FINANCIAL STATUS
DEPT: CAPITAL IMPROVEMENT PROGRAM ORG: STREETS AND HIGHWAYS
OBJECT TITLE APPROPRIATION EXPENDITURE ENCUMBRANCE UNENC BAL APP
4279 OTH NON PERSNL 1200000.00 1200000.00
4964 E & D FIELD CHGS 2431.64 2431.64-
TOTAL SUPPL/SERV/OTHER 1200000.00 2431.64 1197568.36
TOTAL STREETS AND HIGH 1200000.00 2431.64 1197568.36

MESSAGE: THAT IS ALL OF THE OBJECT ACCOUNTS AND CLASSES.

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REPORT TO THE CITY COUNCIL
EXECUTIVE SUMMARY SHEET

DATE REPORT ISSUED: June 6, 2007 REPORT NO.: n/a (1472)
ATTENTION: Council President and City Council
ORIGINATING DEPT.: Engineering and Capital Projects
SUBJECT: Second Amendment to Agreement with Boyle Engineering Corporation for State Route 56
COUNCIL DISTRICTS: 1
STAFF CONTACT: Larry Van Wey 619-533-3005

REQUESTED ACTION:

Authorizing the execution of a Second Amendment to the agreement with Boyle Engineering and authorizing the expenditure of \$64,811 for the study of additional bike path connection alternatives for State Route 56.

STAFF RECOMMENDATION:

Staff recommends approval of resolution.

EXECUTIVE SUMMARY:

Boyle Engineering Corporation is providing a feasibility study for constructing bike path interchanges at three cross streets along State Route 56: Camino Santa Fe, Camino Del Sur and Black Mountain Road. Additional funds of \$64,811.00 are needed for this contract amendment to study additional connection alternatives at Darkwood Canyon Road/Penasquitos Open Space, Torrey Meadows and Rancho Del Sol Way.

FISCAL CONSIDERATIONS:

Fee for Second Amendment is \$64,811. Funds for this action are available in CIP 58-176.0, Darkwood Road/Penasquitos Open Space (\$17,518) and CIP 58-171.0 SR 56 Interchanges (\$47,293). With this action the total consultant fee will increase to \$124,822.00.

PREVIOUS COUNCIL COMMITTEE ACTION:

None

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

None

KEY STAKEHOLDERS:

Boyle Engineering Corporation



Patti Boekamp, Director
Engineering & Capital Projects
Department



Richard Haas, Deputy Chief Operating Officer
Public Works

ORDINANCE NUMBER O-_____ (NEW SERIES)

DATE OF FINAL PASSAGE _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT WITH BOYLE ENGINEERING CORPORATION FOR THE STATE ROUTE 56 IN THE RANCHO PENASQUITOS COMMUNITY PLAN AREA.

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

Section 1. That the Mayor be and he is hereby authorized and empowered to execute, for and on behalf of the City of San Diego [City], an agreement with Boyle Engineering Corporation [Agreement], for the study of additional bike path connection alternatives under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR _____.

Section 2. That the expenditure of an amount not to exceed \$17,518 from CIP No.58-176.0, Darkwood Canyon Connector Study for SR 56 Bike Path, Fund No. 30301, Transnet Bike, and \$47,293 from CIP No. 58-171.0, SR 56 Interchange, Fund No. 30301, Transnet Bike, is authorized, solely and exclusively for the purpose of providing funds for State Route 56, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

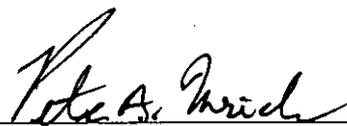
Section 3. That the City Auditor and Comptroller, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves.

Section 4. That a full reading of this ordinance is dispensed with prior to its 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 6. This ordinance, having been introduced and adopted by a two-thirds vote of the members of the San Diego City Council pursuant to Section 99 of the Charter of the City of San Diego, shall take effect and be in force on the thirtieth day from and after its final passage.

Section 7. That this activity is not a "project" and is therefore exempt from CEQA pursuant to the State Guidelines Section 15060(c)(3).

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By 
Peter A. Mesich
Deputy City Attorney

PAM:cfq
10/09/07
10/18/07 COR.COPY
Or.Dept:E&CP
O-2008-48

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

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SECOND AMENDMENT TO AGREEMENT

This Second Amendment to the *State Route 56 Bike Path Interchanges* dated May 31, 2007 [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and Boyle Engineering Corporation [Consultant].

RECITALS

A. The City and Consultant [collectively referenced herein as the "Parties"] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. RR-287411, to provide professional engineering services for State Route 56 [Project].

B. The City desires to execute a Second Amendment to the Agreement for the Consultant to provide additional Professional Services, as indicated in the expanded Scope of Services [Exhibit A-2], for a compensation amount not to exceed \$64,811.00, with total compensation for services provided under the Agreement not to exceed \$124,822.00.

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

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

1. Section 1.1 is amended to read as follows:

ADD: "The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibit A-2] at the direction of the City on a fixed fee basis as specifically enumerated in the Compensation and Fee Schedule [Exhibit B-2], and in accordance to the Time Schedule [Exhibit C-2]."

2. Section 3.1 is amended to read as follows:

ADD: "The City shall pay the Consultant for all Professional Services and all expenses related to performance under this Second Amendment to the Agreement, in an amount not to exceed \$64,811.00, as set forth in the Compensation and Fee Schedule [Exhibit B-2]. The Consultant shall be entitled to compensation for Professional Services under this Second Amendment to the Agreement, whether within the Scope of Services or as Additional Services, based on the Compensation and Fee Schedule. For the duration of this Second Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Compensation and Fee Schedule. The Total Compensation to Consultant under this Agreement shall not exceed \$124,822.00.

3. Section 3.3 (additional costs) is amended to read as follows:

ADD: "If the City requires additional Professional Services [Additional Services] beyond the Scope of Services performed pursuant to this Second Amendment to the Agreement, except for additional costs as described in Section 3 of this Agreement, the City shall pay Consultant an additional fee not to exceed \$6,481.00. The City and the Consultant must agree in writing upon such fee for a specific task based on the Fee Schedule prior to the Consultant beginning the Additional Services."

4. Article VI - "INDEMNIFICATION"
"INDEMNIFICATION," is amended by deleting the existing paragraph in its entirety and replacing it with the following:

6.1 Indemnification. Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, Design Professional shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Design Professional or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the Design Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Design Professional's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or 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.

5. Article VIII is amended to read as follows:

ADD: "**8.20 San Diego's Strong Mayor Form of Governance.** All references to 'City Manager' in this Agreement and all subsequent amendments thereto shall be deemed to refer to 'Mayor.' This section becomes effective on January 1, 2006 and shall remain in effect for the duration the City operates under the mayor-council (commonly referred to as 'strong mayor') form of governance pursuant to article XV of the City of San Diego City Charter."

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

Exhibits A-2 (Scope of Services), B-2 (Compensation and Fee Schedule), and C-2 (Time Schedule).

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

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IN WITNESS WHEREOF, this Second Amendment to the State Route 56 Bike Path Interchanges is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to San Diego Municipal Code section 22.3223 authorizing such execution, and by the Consultant.

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

Date: _____

BOYLE ENGINEERING CORPORATION

By: Eugene F. Shank

Name: Eugene F. Shank

Title: Asst. Managing Engineer

Date: October 1, 2007

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

MICHAEL AGUIRRE, City Attorney

By: _____

Peter Mesich
Deputy City Attorney

Amendment 2

Project Study Report for Bike Path Interchanges and Additional Connection Point Studies along SR-56

Exhibit A-2 – Scope of Services

May 31, 2007

Introduction

Boyle Engineering Corporation (Boyle) is providing professional engineering services (under Contract Amendment 6, dated December 6, 1999, as amended by letter dated February 4, 2002 and signed by the City on February 23, 2002) to the City of San Diego (the City) for preparing a Project Study Report (PSR) for constructing bike path interchanges at three cross streets along SR-56: Camino Santa Fe, Camino Del Sur and Black Mountain Road. Contract Amendment 1 was to remove Camino Santa Fe from consideration and to amend tasks 2 and 3 to include the study of three additional access points along the SR-56 Bike Path corridor and for a new alternative crossing at Camino Del Sur (formerly Camino Ruiz). The three access points are at Darkwood Canyon (Penasquitos Open Space), Torrey Meadows, and Rancho Del Sol Way. This Contract Amendment is to study additional bike path connection alternatives at Darkwood Canyon (Penasquitos Open Space) (POS), Torrey Meadows, Rancho Del Sol Way, and to study two new bike path interchange alternatives at Black Mountain Road. This amendment will be funded through SANDAG funding and other funding sources.

Certain assumptions have been made during the preparation of this scope of services and the proposed fee. To the extent possible, they are stated below. However, if the actual effort required is significantly different from the assumptions presented herein, both the City and Boyle agree to revise the scope and fee accordingly.

Assumptions

1. Boyle will study one additional access alternative at POS, one at Torrey Meadows, one at Rancho Del Sol Way, and two new bike path interchange alternatives at Black Mountain Road.
2. Two Draft PSR's were already prepared by Boyle and reviewed by the City, SANDAG, and Caltrans. It is assumed that these new alternatives will be added to the 3rd Draft PSR.
3. The assumptions stated in the prior scope of services still apply.
4. This scope of services does not include geotechnical investigations or reports.

Scope of Work

TASK 3 (Amended) – Final PSR

305. Study Additional Alternatives at Black Mountain Road

The previous scope studied two alternatives at Black Mountain Road. Boyle will study additional alternatives Alternative 3, and Alternative 4.

Alternative 3

Alternative 3 will consist of bridging the freeway on and off ramps and creating a path adjacent to SR 56 under the Black Mountain Road over crossing. Boyle will study the feasibility of this alternative. Boyle will perform a study including the horizontal alignment, vertical profile, contour grading, bridge concept study, and prepare typical cross-sections.

Alternative 4

Alternative 4 will consist of bridging over Black Mountain Road south of the interchange. This will require coordination with SDG&E due to a 150 foot wide easement that runs on the south side of the freeway in the area of the Black Mountain Road interchange. This alternative may encroach upon the easement. Boyle will study a horizontal alignment, vertical profile, bridge concept study and typical section of this alternative. Contour grading plans will not be developed.

The level of study varies per the expressed desires of the community. Alternative 3 was indicated to be preferred. Alternative 4 will be studied to a lesser degree. Alternative 4 is being studied so that another option can be presented to the community in the event the Alternative 3 study identifies infeasible characteristics. The results of the Alternative 4 study will determine if further study is necessary. Incorporation into the PSR is included in Task 309 below.

306. Study Additional Access At Darkwood Canyon (Penasquitos Open Space)

The previous scope studied one alternative at the POS Corridor. The City requested additional study of a more direct access connection. This scope includes one alternative study.

Design one horizontal alignment, one vertical profile, prepare templates, and run earthwork modeling to indicate limits of grading, finished ground contours, and earthwork volumes.

Prepare one (1) each plan, profile, and cross section view graphics for a review by the City, SANDAG, and Caltrans. Incorporate comments and graphics into the Final PSR. Incorporation into the PSR is included in Task 309 below.

307. Study Additional Access at Torrey Meadows

The previous scope studied one alternative at the Torrey Meadows, east of the McGonigle Canyon Bridge. The City requested an additional study of a less direct access connection with a flatter slope. This scope includes one additional alternative study.

Design one horizontal alignment, one vertical profile, prepare templates, and run earthwork modeling to indicate limits of grading, finished ground contours, and earthwork volumes.

Prepare one (1) each plan, profile, and cross section view graphics for a review by the City, SANDAG, and Caltrans. Incorporate comments and graphics into the Final PSR. Incorporation into the PSR is included in Task 309 below.

308. Coordinate the Connection at Rancho Del Sol Way

Boyle will coordinate with the Engineer for Barratt American Inc. to prepare a bike path design that will work for both the bike path connection and development project. If necessary, prepare minor modifications to the connections at Rancho Del Sol Way to accommodate the SR-56 Noise Wall as built.

If required, revise the plan, profile, and cross section view graphics and incorporate into the Final PSR. Incorporation into the PSR is included in Task 309 below.

309. Incorporate New Designs into 3rd Draft PSR

Update the 3rd Draft PSR with the following items for the four additional alternatives studied.

Evaluate Drainage Impacts – Make preliminary recommendations as to locations of proposed drainage inlets and culverts and identify potential drainage issues. Note: a preliminary drainage study is not included in this scope of work.

Evaluate R/W Impacts – Evaluate the R/W requirements and assess the impacts to future development. Prepare graphical representation of those impacts.

Identify Utility Impacts/Conflicts and Make Recommendations
Identify known utility conflicts and make recommendations where conflicts occur. Prepare a graphic showing conflicts and prepare written recommendations. This assumes that Boyle and Caltrans plans for SR-56 will be used to obtain utility information.

Scope of Work (Cont.)

Evaluate Security/Safety Issues – Identify potential safety or security issues associated with each alternative, summarize, and make recommendations.

Make Structural Recommendations – If required, prepare one concept study and estimate for anticipated bridge structure at POS, and one concept study for the bridge for the new Black Mountain Road alternative (2 bridges total). It is assumed that Type Selection is not part of this scope of services.

Prepare Construction and R/W Cost Estimates – Prepare one preliminary cost estimate for each alternative.

310. Provide Quality Control (QC)

Perform Quality Control review by qualified Technical Reviewer. Boyle Project Manager to meet with Technical Reviewer to discuss QC comments. Incorporate QC comments into 3rd Draft PSR.

311. Assemble /Submit 3rd Draft PSR

Assemble 3rd Draft PSR. Prepare 18 copies of the 3rd Draft PSR and submit 5 copies to Caltrans, 5 copies to SANDAG, and 8 copies to the City, as stated in the previous amendment and contract.

312. Additional Public Meeting Support (Time & Materials)

Boyle will prepare one large additional graphic of the entire SR-56 bike freeway corridor and attend one community presentation.

313. Prepare Final PSR

Boyle will meet with the City to discuss the review comments from the 3rd Draft PSR. Boyle will make agreed upon corrections, update the report, and print and copy all text and attachments. Boyle will deliver 8 copies of the Final report to the City, 5 copies to Caltrans, and 5 copies to SANDAG. This

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scope assumes that the comments will not change the overall design concept of the alternatives or add new alternatives or connections to study.

Exhibit B-2 - Compensation Schedule

SR-56 Bike Path Interchanges and Community Connections
Amendment 2

City of San Diego

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Task Description	Personnel Hours						Budget						
	QA/QC Engineer	Project Manager	Associate Engineer	Assistant Engineer	Sr. CADD Tech.	Sr. Admin.	Total Hours	Labor	Reprographics	Mileage	Resource Charge (\$4.60/hr)	Total Non-Labor	Total
Task 3 (Amended) - Final PSR													
305a. Additional Study at Black Mountain Road (Alt 3)		10	23	22	30		85	\$ 10,358		\$ 100	\$ 391	\$ 491	\$ 10,849
305b. Additional Study at Black Mountain Road (Alt 4)		5	16	20	22		63	\$ 7,437			\$ 290	\$ 290	\$ 7,727
306. Study Additional Access At Penasquitos Open Space		4	15	20	20		59	\$ 6,896			\$ 271	\$ 271	\$ 7,167
307. Study Additional Access at Torrey Meadows		4	15	15	15		49	\$ 5,806			\$ 225	\$ 225	\$ 6,031
308. Coordinate the Connections at Rancho Del Sol Way		4	8	12	10		34	\$ 4,114		\$ 50	\$ 156	\$ 206	\$ 4,320
309. Incorporate New Design into 3rd Draft PSR		8	30	20	12	8	78	\$ 9,216			\$ 359	\$ 359	\$ 9,575
310. Quality Control	8						8	\$ 1,592			\$ 37	\$ 37	\$ 1,629
311. Assemble Submit 3rd Draft		4	6	8	8	6	32	\$ 3,752	\$ 500		\$ 147	\$ 647	\$ 4,399
312. Additional Public Meeting Support		5	6	3	14	6	34	\$ 4,104		\$ 50	\$ 156	\$ 206	\$ 4,310
313. Final PSR		10	20	15	12	8	65	\$ 7,929	\$ 500	\$ 75	\$ 299	\$ 874	\$ 8,803
								\$ -				\$ -	\$ -
Subtotal	8	54	139	135	143	28	507	\$ 61,204	\$ 1,000	\$ 275	\$ 2,332	\$ 3,607	\$ 64,811
Total	8	54	139	135	143	28	507	\$ 61,204	\$ 1,000	\$ 275	\$ 2,332	\$ 3,607	\$ 64,811

Amounts shown are fee.

Personnel Category	\$/HR
QA/QC Engineer	\$199.00
Project Manager	\$199.00
Associate Engineer	\$116.00
Assistant Engineer	\$105.00
Sr. CADD Tech.	\$113.00
Sr. Admin.	\$86.00

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Amendment 2

**Project Study Report for Bike Path Interchanges and
Additional Connection Point Studies along SR-56
Exhibit C-2 – Time Schedule
May 31, 2007**

Schedule

After Notice to Proceed, Boyle will prepare the following within the scheduled durations shown:

Prepare Engineering for Additional Alternatives (5 total) and Prepare 3rd Draft PSR	6 weeks
City/SANDAG/Caltrans Review	2 weeks
Address Comments	1 weeks
Prepare Final PSR	3 weeks

Compensation Schedule

Please refer to the attached Exhibit B-2 for compensation for the foregoing tasks.

Compensation for the Lump Sum tasks (all tasks but Task 312) will be \$60,501 and compensation for the Time & Materials not-to-exceed services (Task 312) will be \$4,310. Compensation for Amendment 2 work shall not exceed \$64,811 without prior authorization of the City.

Any applicable direct costs beyond this scope of services must be authorized by the City prior to incurring the expense. If authorized, Boyle will invoice actual cost plus 10 percent.

Payment of invoices shall be made within 15 days of receipt of invoice.