

SUBJECT: Mission Bay – Fiesta Island GDP – First Amendment to Consultant Agreement

GENERAL CONTRACT INFORMATION

Recommended Consultant: KTU+A
 Amount of this Action: \$203,786.00
 Original Contract: \$290,000.00
 Cumulative: \$493,786.00
 Funding Source: City

SUBCONSULTANT PARTICIPATION

	<u>This Action</u>		<u>Cumulative</u>	
Platt/Whitelaw (Other)	\$ 0.00	0.00%	\$ 16,011.00	3.24%
Nasland (Other)	\$19,570.00	9.60%	\$ 52,288.00	10.58%
Merkel Assoc (Other)	\$ 0.00	0.00%	\$ 13,668.00	2.77%
Harmon Nelson (Other)	\$ 0.00	0.00%	\$ 2,520.00	0.51%
Bechard Assoc (Other)	\$ 2,750.00	1.34%	\$ 4,294.00	0.87%
Simon Wong (DBE/Asian Pacific Male)	\$ 0.00	0.00%	\$ 11,144.00	2.26%
Terra Costa (Other)	\$ 0.00	0.00%	\$ 16,950.00	3.43%
Kimley Horn (Other)	\$ 9,000.00	4.41%	\$ 21,000.00	4.25%
Recon (Other)	\$47,313.00	23.21%	\$100,313.00	20.32%
100 MBPS (Other)	\$ 2,204.00	1.08%	\$ 2,204.00	0.45%
Total Certified Participation	\$ 0.00	0.0%	\$ 11,144.00	2.26%
Total Other Participation	\$80,837.00	39.66%	\$227,044.00	46.43%
Total Subconsultant Participation	\$80,837.00	39.66%	\$238,188.00	48.68%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

KTU+A submitted a Work Force Report for their San Diego employees dated July 1, 2008, indicating 35 employees in the Administrative Work Force. The Administrative Work Force Analysis indicates under representations in the following categories:

- Asians and Filipinos in A&E, Science, Computer
- Blacks, Hispanics, Asians, Filipinos and Females in Technical

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

An Equal Opportunity Plan has been requested. Staff will continue to monitor their equal employment performance.

ADDITIONAL COMMENTS

The *Work Force Analysis* is attached.

JLR

001188

ORIGINAL CONTRACT

	KTU+A	PLATT / WHITELAW	NASLAND	MERKEL ASSOC.	HARMON NELSON	BECHARD ASSOC.	SIMON WONG	TERRA COSTA	KIMLEY HORN	RECON	100 MBPS	TOTALS
Labor Budget per Firm	\$96,770	\$19,020	\$24,060	\$27,600	\$5,460	\$5,850	\$11,144	\$24,300	\$15,000	\$48,880		\$278,084
Material Budget per Firm	\$2,830	\$200	\$21,600	\$200	\$100	\$0	\$0	\$2,500	\$0	\$1,320		\$28,750
% of Total Budget per Firm	34.80%	6.84%	8.65%	9.93%	1.96%	2.10%	4.01%	8.74%	5.39%	17.58%		100.00%
Already Paid while awaiting Change Order				\$200					\$6,000		\$2,204	\$8,404

CHANGE ORDER PART #1

	KTU+A	PLATT / WHITELAW	NASLAND	MERKEL ASSOC.	HARMON NELSON	BECHARD ASSOC.	SIMON WONG	TERRA COSTA	KIMLEY HORN	RECON	100 MBPS	TOTALS
Labor Budget per Firm	\$81,199	\$0	\$4,840	\$0	\$200	\$2,750	\$0	\$0	\$9,000	\$47,313	\$2,204	\$147,506
Material Budget per Firm												\$0
% of Total Budget per Firm	34.80%	6.84%	8.65%	9.93%	1.96%	2.10%	4.01%	8.74%	5.39%	17.58%		100.00%
Already Paid while awaiting Change Order									\$875		\$3,977	\$147,506

CHANGE ORDER PART #2

	KTU+A	PLATT / WHITELAW	NASLAND	MERKEL ASSOC.	HARMON NELSON	BECHARD ASSOC.	SIMON WONG	TERRA COSTA	KIMLEY HORN	RECON	100 MBPS	TOTALS
Labor Budget per Firm	\$41,550	\$0	\$14,730	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$56,280
Material Budget per Firm												\$0
% of Total Budget per Firm	34.80%	6.84%	8.65%	9.93%	1.96%	2.10%	4.01%	8.74%	5.39%	17.58%		100.00%
Already Paid while awaiting Change Order									\$875		\$3,977	\$56,280

TOTAL CHANGE ORDER

	KTU+A	PLATT / WHITELAW	NASLAND	MERKEL ASSOC.	HARMON NELSON	BECHARD ASSOC.	SIMON WONG	TERRA COSTA	KIMLEY HORN	RECON	100 MBPS	TOTALS
Labor Budget per Firm	\$122,749	\$0	\$19,570	\$0	\$200	\$2,750	\$0	\$0	\$9,000	\$47,313	\$2,204	\$203,786
Material Budget per Firm	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
% of Total Budget per Firm	60.23%	0.00%	9.60%	0.00%	0.10%	1.35%	0.00%	0.00%	4.42%	23.22%	1.08%	100.00%
Already Paid while awaiting Change Order									\$875		\$3,977	\$203,786

↓ all

File: Admin WOFO 2000

Date WOFO Submitted: 7/1/2008

Input by: Lad

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: KTU+A

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%	0	0	0.4%	0	0	6.2%	0	1	2	0	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	0	0	0	0	
A&E, Science, Computer	2.8%	1	0	7.3%	1	0	16.2%	0	0	0.3%	0	0	16.2%	0	0	7	3	0	0	0	
Technical	6.6%	0	0	14.8%	0	0	17.2%	0	0	0.4%	0	0	17.2%	2	0	9	7	0	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	0	
Administrative Support	7.0%	0	0	20.8%	0	0	8.8%	0	0	0.6%	0	0	8.8%	0	0	0	2	0	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	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	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	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	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	0	
TOTAL		1	0		1	0		0	0		0	0		2	1	18	12		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		
ALL	M	F
3	2	1
0	0	0
12	9	3
18	11	7
0	0	0
2	0	2
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
TOTAL	35	22

Female Goals
39.8%
59.5%
22.3%
49.0%
49.4%
73.2%
62.3%
8.6%
36.7%
15.2%
11.1%

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	1	N/A	1.19	1	N/A
Professional	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
A&E, Science, Computer	0.34	1	N/A	0.88	1	N/A	1.94	0	(1.94)	0.04	0	N/A	1.94	0	(1.94)	2.68	3	N/A
Technical	1.19	0	(1.19)	2.66	0	(2.66)	3.10	0	(3.10)	0.07	0	N/A	3.10	2	(1.10)	8.82	7	(1.82)
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	0.14	0	N/A	0.42	0	N/A	0.18	0	N/A	0.01	0	N/A	0.18	0	N/A	1.46	2	N/A
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.

001191

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

1. CERTIFICATE NUMBER (FOR AUDITOR'S USE OF) 12/02

2900241

BY ATTORNEY

2. FROM (ORIGINATING DEPARTMENT):
PARK AND RECREATION DEPARTMENT

3. DATE:
7/10/2008

4. SUBJECT:
Mission Bay - Fiesta Island GDP- First Amendment to Consultant Agreement

5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.):
Paul Jacob, 235-5242, MS 35

6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.):
Jim Winter, 533-3040, MS 35

7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	10507			
DEPT.	30244			
ORGANIZATION	104			
OBJECT ACCOUNT	4279			
JOB ORDER	229600			
C.I.P. NUMBER	22-960.0			
AMOUNT	\$214,000			

9. ADDITIONAL INFORMATION / ESTIMATED COST:	
Consultant Contract	\$493,786
Administration	\$140,214
Total	\$634,000
Available	\$420,000
This Request	\$214,000

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT	[Signature]	7/14/08	8	DEPUTY CHIEF	[Signature]	7/21/08
2	EAS	[Signature]	7/25/08	9	COO	[Signature]	10/01/08
3	EOCP	[Signature]	8/14/08	10	CITY ATTORNEY	[Signature]	10/17/08
4	LIAISON OFFICE	[Signature]	8/29/08	11	ORIGINATING DEPARTMENT	[Signature]	10/10/08
5	CPCI	[Signature]	8/12/08	DOCKET COORD: _____ COUNCIL LIAISON: [Signature]			8/14/08
	FM/CIP	[Signature]	9/22/08	COUNCIL PRESIDENT <input type="checkbox"/> SPOB <input type="checkbox"/> <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION			
	AUDITOR	[Signature]	9/25/08	REFER TO: _____ COUNCIL DATE: 11/13/08			

11. PREPARATION OF: RESOLUTION(S) ORDINANCE(S) AGREEMENT(S) DEED(S) 12/2/08

1. Authorizing the transfer of funds from CIP 22-960.0, Fiesta Island Infrastructure Improvements, to CIP 22-959.0, Mission Bay - Fiesta Island General Development Plan within Fund #10507, Sludge Mitigation Fund, in the amount of \$214,000; and
2. Authorizing the Comptroller to appropriate and expend \$214,000 from CIP 22-959.0, Mission Bay-Fiesta Island General Development Plan, Fund #10507, Sludge Mitigation Fund, for the purpose of executing the First Amendment to Consultant Agreement with KTU+A, Inc.; and (Resolutions continued on Page 2)

11A. STAFF RECOMMENDATIONS:
Adopt the resolutions.

12. SPECIAL CONDITIONS:

COUNCIL DISTRICT(S): (6) Frye

COMMUNITY AREA(S): Mission Bay Park

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

HOUSING IMPACT: None.

OTHER ISSUES: None.

ATTACHMENTS: Five (5) original copies of First Amendment to Agreement, One (1) copy of original consultant agreement, Consultant Tracking Form.

WORK INSTRUCTIONS: Please send copies of the Resolutions to Patty Jencks at MS 35 and one copy with First Amendment to Agreement to Paul Jacob at MS 35.

Resolutions Cont'd:

3. Authorizing the Mayor to execute a First Amendment to Consultant Agreement with KTU+A, Inc. for additional professional design services for CIP 22-959.0, Mission Bay – Fiesta Island General Development Plan in the amount of \$203,786, for a total consultant contract amount of \$493,786; and
4. Authorizing the City Comptroller, upon advice from the administering department, to transfer excess funds, if any, to the appropriate reserves.

001192

001193

EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE ISSUED: October 17, 2008 REPORT NO:
ATTENTION: Council President and Council Members
ORIGINATING DEPARTMENT: Park and Recreation
SUBJECT: First Amendment to Consultant Agreement
COUNCIL DISTRICT(S): (6) Frye
CONTACT/PHONE NUMBER: Paul Jacob (619) 235-5242

REQUESTED ACTION: Council authorization to transfer funds and execute First Amendment to Consultant Agreement with KTU+A, Incorporated, for additional professional services for Mission Bay - Fiesta Island General Development Plan, CIP 22-959.0. Included in the amendment is also provision to correct a mathematical error in the calculation of the compensation due the consultant in the original agreement.

STAFF RECOMMENDATION: Staff recommends approval of the resolutions.

EXECUTIVE SUMMARY: The original agreement with KTU+A for professional consulting services for Mission Bay – Fiesta Island General Development Plan was approved by Council on October, 31, 2005. As part of the calculation of the fees, the consultant incorrectly added the various subtotals for the sub consultants on the project. As a result, the compensation amount for the Scope of Services, Exhibit B-1, was incorrectly totaled, resulting in an error of \$41,794 less than the actual total of the various elements. The mistaken total was not discovered until after the project work had started and work was in progress.

Additionally, as work on the project has progressed; additional scopes of work items have been identified that are required to complete the project. Additional scope requirements include additional presentations to the Mission Bay Park Committee and community groups, additional detailed biological surveys, application and processing of Site Development and Coastal Development permits, increased complexity of site design requirements based on accommodating numerous competing land uses, increased labor costs associated with processing greater than anticipated public input questionnaires, e-mails, meetings and phone calls, and web site hosting and maintenance. Moreover, subsequent to meetings with user groups, an additional alternative will be developed for consideration. A complete detailed listing of the items of work associated with the increased scope is contained on “Exhibit A-1 Additional Scope of Services” attached to the First Amendment to Consultant Agreement. The total amount requested for these additional services is \$156,992. Staff is also requesting an additional \$5,000 be allocated to cover unforeseen professional design services as the project begins the approval process. The total requested increase to the Consultant’s contract is \$203,786.

The remaining \$10,214 will fund additional City staff time required to manage the project through the approval process.

001194

FISCAL CONSIDERATIONS: Funds in the amount of \$214,000 are available in CIP No. 22-960.0, Fiesta Island Infrastructure Improvements, Fund No. 01507, which provides for infrastructure improvements to support future recreational facilities on Fiesta Island in Mission Bay Park.

PREVIOUS COUNCIL and/or COMMITTEE ACTION: Original Agreement with KTU+A, Incorporated in the amount of \$290,000 was approved by City Council on October 31, 2005, RR-300993.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: Two public workshops have been conducted where public input has been solicited via questionnaires, and workshop station notes, monthly updates dating back for more than a year with the Mission Bay Park Committee, a project website with feedback and questionnaire opportunities, and information presentations to:

- Clairemont Mesa Town Council (April 5, 2007),
- Clairemont Mesa Planning Committee (May 15, 2007),
- Linda Vista Community Planning Committee (April 23, 2007),
- Pacific Beach Community Planning Committee (April 25, 2007),
- Pacific Beach Town Council (May 16, 2007),
- Mission Beach Precise Planning Board (May 15, 2007),
- Mission Beach Town Council (June 13, 2007),
- Ocean Beach Planning Board (June 6, 2007)
- Peninsula Community Planning Board (May 17, 2007).

EQUAL OPPORTUNITY CONTRACTING

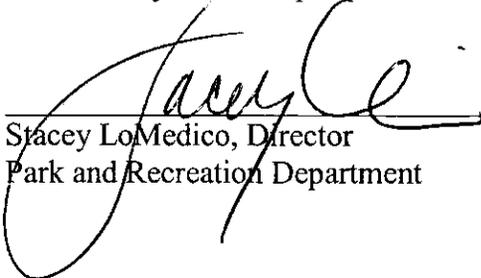
Funding Agency: City of San Diego

Goals: 15% Voluntary (MBE/WBE/DBE/DVBE/OBE)

Subconsultant Participation: \$ 11,144.00 Certified Firms (2.26%)
\$227,044.00 Other Firms (46.43%)

Other: Work Force Report Submitted. Equal Opportunity Plan requested. Staff will monitor plan and adherence to Non Discrimination Ordinance.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: KTU+A, Incorporated, Mission Bay Park and park users.


Stacey LoMedico, Director
Park and Recreation Department


Elmer Heap
Deputy Chief Operating Officer

001195

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

AC 2900241
ORIGINATING DEPT. NO.: 446

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: \$10,214.00 Fund: 10507

Purpose: Authorizing the transfer, appropriation and expenditure of funds from Fiesta Island Infrastructure Improvements, CIP 22-960.0 to Mission Bay-Fiesta Island General Development Plan, CIP 22-959.0

Date: September 25, 2008 By: Rob Ruscitto
AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0		30244	104	4279	229600		10507		10,214.00
TOTAL AMOUNT										\$10,214.00

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: \$203,786.00

Vendor: KTU+A, Inc.

Purpose: Authorizing the transfer, appropriation and expenditure of funds from Fiesta Island Infrastructure Improvements, CIP 22-960.0 to Mission Bay-Fiesta Island General Development Plan, CIP 22-959.0 for the purpose of executing the First Amenment to Consultant Agreement.

Date: September 25, 2008 By: Rob Ruscitto
AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
004	0		30244	104	4279	229600		10507		\$203,786.00
TOTAL AMOUNT										\$203,786.00

FUND OVERRIDE

001197

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

BE IT RESOLVED, by the Council of the City of San Diego that the transfer of funds from CIP No. 22-960.0, Fiesta Island Infrastructure Improvements, to CIP No. 22-959.0, Mission Bay - Fiesta Island General Development Plan within Fund No. 10507, Sludge Mitigation Fund, is authorized in the amount of \$214,000.

BE IT FURTHER RESOLVED, that the City Comptroller is authorized to appropriate and expend \$214,000 from CIP No. 22-959.0, Mission Bay-Fiesta Island General Development Plan, Fund No. 10507, Sludge Mitigation Fund, for the purpose of executing the First Amendment to Consultant Agreement with KTU+A.

BE IT FURTHER RESOLVED, that the Mayor or his designee, is authorized to execute, for and on behalf of the City of San Diego, a First Amendment to the Consultant Agreement with KTU+A, Inc. in the amount of \$203,786, for additional professional design services for CIP No. 22-959.0, Mission Bay-Fiesta Island General Development Plan, under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR-_____, together with any reasonably necessary modifications or amendments thereto which do not increase project scope or cost and which the Mayor shall deem necessary from time to time in order to carry out the purposes and intent of this Project and Agreement.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves.

001198

BE IT FURTHER RESOLVED, that this activity is not a project and therefore exempt from California Environmental Quality Act [CEQA] pursuant to State Guidelines Section 15060(c)(3).

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By Shannon Thomas
Shannon Thomas
Deputy City Attorney

ST:sc
01/16/08
10/17/08 COR. COPY
Aud.Cert.: AC2900241
Or.Dept: Park&Rec
R-2008-600

I hereby certify that the foregoing Resolution 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 FIESTA ISLAND GENERAL DEVELOPMENT PLAN REFINEMENT Agreement, dated October 31, 2005 [Agreement] is hereby entered into by and between the City of San Diego [City], a municipal corporation, and KTU + A, INC. [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-300993, to provide professional planning services for the FIESTA ISLAND GENERAL DEVELOPMENT PLAN REFINEMENT [Project] with a maximum fixed fee of \$290,000.
- B. City desires to correct an arithmetic error in the calculation of the compensation due the Consultant under the original terms of the Agreement and correctly state the maximum amount of compensation due the Consultant for the professional services provided under the Agreement. The amount of the arithmetic error in the original agreement is \$41,794 in favor of Consultant. This error arose as a result of a spreadsheet calculation that summed the total compensation for the various sub-consultants on the Project. The error resulted from omitting some of the electronic spreadsheet cells that should have been included in the summed total amount. The entire error was part of the total for the basic Scope of Services. As a result of this error, the City is unable to properly compensate the Consultant for necessary items of work.
- C. The City also desires to execute a First Amendment to the Agreement for the Consultant to provide additional Professional Services [Professional Services], as indicated in the expanded Scope of Services [Exhibit A-1], for a compensation amount not to exceed \$156,992 and to modify the amount payable to Consultant to allow for Additional Services for this First Amendment to the Agreement in an amount not to exceed \$5,000. The Additional Scope of Services is needed for permit processing requirements that were unforeseen at the time the original agreement was negotiated and to compensate the Consultant for several additional tasks that became necessary as the project got

001200

underway, including, but not limited to, website hosting and maintenance, additional biological surveys to support environmental studies, additional community group and Mission Bay Park Committee meetings, additional traffic analysis, and overall increased complexity of the project. A comprehensive listing of these additional tasks are included in "Revised Exhibit 'B-1' Compensation and Fee" hereto attached. The total amount for the Additional Scope of Services is \$156,992. The changes result in a total not to exceed contract amount under the Agreement and this First Amendment of \$477,326, as follows:

Original Scope of Services:	\$278,540
Arithmetic Error:	\$ 41,794
Additional Scope of Services:	\$156,992
(Subtotal	\$477,326)
Original Additional Services:	\$ 11,460
New Additional Services:	\$ 5,000
New Maximum Fixed Fee Amount:	\$493,786

- D. Consultant desires to provide the services required under this First Amendment and has the expertise, experience, and personnel necessary to provide the Professional Services required under the Scope of Services for this First Amendment.
- E. The Parties mutually desire to enter into this First Amendment, whereby the City will retain Consultant to provide, and Consultant shall provide, the Professional Services as detailed in Exhibit A-1 of this First 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 of the Agreement is hereby amended by adding the following paragraph:
ADD: "The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibit A-1] at the direction of the City on a fixed fee basis as specifically enumerated in the Compensation and Fee Schedule [Exhibit B-1], and in accordance to the Time Schedule [Exhibit C-1]."
2. Section 1.4 of the Agreement is hereby amended by substituting the following paragraph:

SUBSTITUTE: "Prior to performing any professional Services in connection with the project, the Consultant shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Consultant shall advise the City in writing immediately of any anticipated change in the Scope of Services, Compensation and Fee Schedule [Exhibit B-1], or Time Schedule [Exhibit C-1], and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Consultant from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards."

3. Section 3.1 of the Agreement is hereby amended by adding the following paragraph:

ADD: "The City shall pay the Consultant for all Professional Services and all expenses related to performance under the First Amendment to the Agreement, for a maximum fixed fee of \$161,992. The compensation for the Scope of Services shall not exceed \$156,992, as set forth in the Compensation and Fee Schedule [Exhibit B-1] and the compensation for Additional Services (described in Section 3.3), if any, shall not exceed \$5,000. The Consultant shall be entitled to compensation for Professional Services under this First 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 First 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 **\$493,786.**"

4. Section 3.3 (Additional Services) is amended by adding the following paragraph:

ADD: "If the City requires additional Professional Services [Additional Services] beyond the Scope of Services performed pursuant to this First Amendment to the Agreement, except for additional costs as described in Section 3.4 of this Agreement, the City shall pay Consultant an additional fee not to exceed **\$5,000**. The City and the Consultant must agree in writing upon such fee for a specific task based on the Fee Schedule prior to the Consultant beginning the Additional Services."

5. Article VIII is amended by adding the following paragraph:

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: Exhibit A-1, (Scope of Services), Exhibit B-1 (Compensation and Fee Schedule), and Exhibit C-1 (Time Schedule).

7. The Parties agree that this First 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.

001202

IN WITNESS WHEREOF, this First Amendment to the **FIESTA ISLAND GENERAL DEVELOPMENT PLAN REFINEMENT** is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Resolution No. R-_____, authorizing such execution, and by the Consultant.

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

Date: _____

KTU & A, INC.

By: 

Michael L. Singleton
Title: Vice-President

Date: October 13, 2008

I HEREBY APPROVE the form and legality of the foregoing Amendment on this _____ day of _____, 2008.

MICHAEL AGUIRRE, City Attorney

By: _____
Shannon Thomas
Deputy City Attorney

ADDITIONAL SCOPE OF SERVICES

1. Increase Needed for Water Quality Technical Report
2. Initial Website Design and Inclusion of Documents (1000kbps.com as a sub)
3. Website Adjustments and Refinements (1000kbps.com as a sub)
4. Website monthly management for new postings (assumes 10 months of KTU+A time at \$340 per month (4 hours @\$85)
5. Coordination and fee paid to SDG&E for electrical connection planning
6. Biology Meetings with Client and Agencies (includes DSD, CCC, and Wildlife Agencies)
7. Rare Plant Survey & Associated GIS Mapping
8. Bio Impact / Mitigation Analysis, Prepare Tech Report, Graphics, Production
9. Bio Tech -Client/Agency Revisions
10. Completion & Processing for Form 510 / DSD Meetings and Coordination
11. Noise - Sand Cleaning and Storage Operation Noise Assessment (includes modeling and mitigation)
12. Cultural Resources (includes survey and tech report)
13. MND/Addendum- Meetings with Resource Agencies / CCC / DSD
14. MND/Addendum-Update discussion for additional issues (visual, cultural, noise)
15. Provide copies of the final addendum, MND, and final supporting documents to DSD
16. Update mitigation monitoring and reporting program & prepare NOD
17. Provide response to the publicly circulated MND
18. Continuing Mission Bay Park Committee Meetings (5 total in scope, need to add another 5 for 3 hours @ \$150 per hour)
19. Additional Community Group Presentations (2 additional 2 times 3 hrs @\$150)
20. Additional Town Council Presentations (4 additional 2 times 3 hrs @\$150)
21. Increased labor costs for summarizing 900 questionnaires, 600 workshop attendees & hundreds of e-mails (12 hours @85)
22. Increase Needed for Traffic Analysis Report and Additional Alternative Review & Impacts
23. Council Prep Time for Briefings, Council Staff Meetings & Manager/ Mayor Report
24. Preparation for 2 Council meetings
25. Coordination meetings between DSD, Council Office, Planning Commission Staff
26. Adjustments based on Council Request & Refinements
27. Attend primary council meeting
28. Attend 1 follow up council meeting
29. Coastal Commission Coordination meeting for LCP / Master Plan Conformance Issues
30. Additional printing materials, plots & surveys handouts materials (based on large public input)
31. Additional coordination of public meetings, public relations & media coordination
32. Attend 4 additional Design Review Committee meetings, including prep and revisions
33. Additional technical refinements to the plans for DRC / P & R Board / DSD / Staff Review
34. Increased complexity of master plan conformance, dog use issues & overall drawn out nature of the schedule

Development of Additional Alternative 4j-

35. Meet with user groups to discuss parameters of new alternative design
36. Meet with Coastal Commission Staff to review policies and ADA access issues.
37. Realign roadway, parking lots, beach and ramps.
38. Redesign cut-through road, multi-use trail, mound and bridge crossover.
39. Redesign south beach, South Central and Southwest Park Features.
40. Recalculate acreages, trail lengths, and shoreline access mileage.
41. Meet with Staff, user groups for concurrence.
42. Reconfigure grading and drainage plans.
43. Adjust roadway and trail alignments

001204

44. Refine southwest dog use area, regional park and beach/launch ramp areas
45. Refine south central park area
46. Prepare grading concept for the grade separated mound system.
47. Recalculate all development costs
48. Meet with Staff and all other user groups to review final plans.
49. Meet with other non-profit to review plans and solicit support for overall plans.
50. Make adjustments based on user group inputs.
51. Meet with City staff to review refined concepts.
52. Prepare handouts and presentation for Mission Bay Park Committee.
53. Two presentations/meetings with Mission Bay Park Committee for re-approval of new concept.
54. Prepare meeting minutes and other correspondence.
55. Prepare handouts and presentation for Design Review Committee.
56. Two presentations/meetings with Design Review Committee for re-approval of new concept.
57. Meet minutes and follow through adjustments based on Design Review Committee input.

ATTACHMENT "C-1": TIME SCHEDULE

FIESTA ISLAND GENERAL DEVELOPMENT PLAN

001205

2006				2007				2008				2009													
JAN/FEB/MAR	APR/MAY/JUN	JUL/AUG/SEP	OCT/NOV/DEC	JAN/FEB/MAR	APR/MAY/JUN	JUL/AUG/SEP	OCT/NOV/DEC	JAN/FEB/MAR	APR/MAY/JUN	JUL/AUG/SEP	OCT/NOV/DEC	JAN/FEB/MAR	APR/MAY/JUN	JUL/AUG/SEP	OCT/NOV/DEC										
1.1 PROJECT MANAGEMENT & ADMINISTRATION																									
1.2 EXISTING CONDITIONS																									
REVISED SCHEDULE (OCT 08)																									
→																									
1.3 PROGRAM DEVELOPMENT																									
1.4 PUBLIC INPUT								Contract Hold Period				1.4 PUBLIC INPUT													
								Website Development		Website Hosting															
1.5 DRAFT GENERAL DEVELOPMENT PLAN																									
								MBPC Approval		P & R DRC Reviews		P & R DRC Approval													
1.6 SUPPLEMENTAL EIR / TECHNICAL STUDIES								1.6 SUPPLEMENTAL STUDIES																	
				DSD Coordination		Detailed Bio Surveys		Detailed Traffic Surveys						New Tech Studies/Review		Draft EIR Addendum		Final EIR Addendum							
												1.7 FINAL GDP / PLAN REFINEMENT													
												MBPC Approval		P & R DRC Reviews		Park & Rec. Approval									
VARIOUS APPROVAL MILESTONES																									
												1st DSD Complete Submittal		DSD Final Submittal		City Council Subcommittees		City Council / Coastal Commission							

001206

FIESTA ISLAND GENERAL DEVELOPMENT PLAN

KTU+A					NASLAND			Page 1 of 1 page	
Principal / Physical Planner / Linear Sports	Project Manager/ Recreation Specialist	Trail Planner / Landscape Architect	Stormwater/ Resource Planning / Wetlands	GIS Analyst / Landforms / Landscape Architect	Project Sr. Civil Engineer	Civil Engineer / Surveyor	Utility Designer / Coordinator	Expense Type	Reimbursable Expenses

1: CONCEPT DEVELOPMENT

	Michael Singleton	Cheri Blatner	Tim Henderson	Mark Carpenter	Jennifer Stendal	Larry Thamburgh	Cory Shrack	Adam Podtich	Expense Type	Expense Cost
	\$165	\$135	\$115	\$135	\$105	\$155	\$125	\$115		
1.1 Initial Staff / FIDO /Consultant Meeting to discuss parameters of new Alt. 4	3	3								
1.2 Staff, Coastal Comm. , FIDO & Consultant meeting to review policies / acc	3	4								
1.3 Realign roadway, parking lots, beach & ramps eastward	1	0	12	6	6					
1.4 Redesign cut-through road, multi-use trail, mound & bridge crossover	1	0	12							
1.5 Redesign South Beach, South Central and Southwest Park Features	1	12			12					
1.6 Recalculate acreages, trail lengths & shoreline access mileage	1	0	4							
1.7 Meet with staff and FIDO to review and obtain acceptance	4	4	4						Handouts	\$50
Sub-total Labor Hours	14	23	32	6	18	0	0	0		
	\$2,310	\$3,105	\$3,680	\$810	\$1,890	\$0	\$0	\$0		
SUB-TOTALS PER TASK GROUP	\$11,795					\$0				

Total Labor Budget for Task Group 1: \$11,795
Material Budget for Task Group 1: \$50
Grand Total Task Group 1: \$11,845

2. CONCEPT REFINEMENT

2.1 Reconfigure Grading Plan				4	4	2	12	12		
2.2 Reconfigure Drainage Plan				4		2	6	6		
2.3 Adjust Roadway & Trail Alignments	1	4				2				
2.4 Refine Southwest Dog Park, Regional Park and Beach / Launch Ramp Areas				4	8					
2.5 Refine South Central Park				4	4					
2.6 Prepare grading concept for the grade separated mound system				2		2	4			
2.7 Recalculate all development costs				4	2		4			
2.8 Conduct meeting with FIDO to review the final plans	3	3								
2.9 Identify & contact additional non-profit stakeholders (not counting FIDO)		1								
2.10 Meet 6 non-profits to review plans & determine what it will take for support	9	9		12						
2.11 Make final adjustments to plans prior to final staff review	2	3		4	6					
2.12 Meet with staff to review refined concepts	2	2							Handouts	\$50
Sub-total Labor Hours	17	22	0	38	24	8	26	18		
Sub-total Labor Costs	\$2,805	\$2,970	\$0	\$5,130	\$2,520	\$1,240	\$3,250	\$2,070		
SUB-TOTALS PER TASK GROUP	\$13,425					\$6,560				

Total Labor Budget for Task Group 2: \$19,985
Material Budget for Task Group 2: \$50
Grand Total Task Group 2: \$20,035

3. REINITIATE THE REVIEW PROCESS

3.1 Prepare handouts & presentation for MBPC	4				8				Maps	\$75
3.2 Present to MBPC on two occasions for final re-approval	6	6							Handouts	\$50
3.3 Meeting minutes and other project correspondence	2	2								
3.4 Prepare handouts & presentation for DRC	2	2			2					
3.5 Present design refined concepts to DRC at two meetings	4	4								
3.6 Meeting minutes and follow through adjustments based on DRC input	2	2	4							
Sub-total Labor Hours	20	16	4	0	10	0	0	0		
	\$3,300	\$2,160	\$460	\$0	\$1,050	\$0	\$0	\$0		
SUB-TOTALS PER TASK GROUP	\$6,970					\$0				

Total Labor Budget for Task Group 3: \$6,970
Material Budget for Task Group 3: \$125
Grand Total Task Group 3: \$7,095

Grand Total Costs \$38,975

1.4 PUBLIC INPUT

		Michael Singleton	Cheri Blatner	Kim Wiley	Mark Carpenter	Dave Leonard	Alison Whitelaw	Sandra Gramley	Lary Thomburg	Cory Shrack	Adam Podlich	Keith Merkel	Kyle Ince	Harmon Nelson	Rick Riley	Chris Kraft	Enrico David	Jim Frost	Jon Hernstad
PURPOSE: To solicit input from a broad spectrum of interested stakeholders to determine changes that should be made from the previous master plan and to refine concepts and suggest priorities for Phase 1 construction.																			
1.4.1	MB Park Committee review of Opportunities & Constraints/New Uses to Consider	KTUA	4	4															
1.4.2	Conduct Open-house Public Workshop #1 for Issues, Priorities & Suggested Uses	KTUA	4	4	4	4	8	4	4			4							
1.4.3	MB Park Committee review of Proposed Uses /Previously Proposed & New (M-3)	KTUA	4	4															
1.4.4	Conduct Public Workshop #2 to Review Draft GDP (M-4)	KTUA	4	4	4	4	8	4	4			4							
1.4.5	Present Draft GDP to various Advisory Committees (M-5 & M-6)	KTUA	4	4															
1.4.6	Present the Draft GDP to the Mission Valley Community Group (M-7)	KTUA	2			4													
1.4.7	Present the Draft GDP to the Clairemont Mesa Community Group (M-8)	KTUA	2		2														
1.4.8	Present the Draft Development Plan to the Linda Vista Community Group (M-9)	KTUA	2	2															
1.4.9	Present the Final-draft GDP to the Park & Rec. Board DRC (M-10)	KTUA	4	4			4	4											
1.4.10	Present the Final-draft GDP to the MB Park Committee (M-11)	KTUA	4	4			4	4											
1.4.11	Present the Final-draft GDP to the Park & Recreation Board (M-12)	KTUA	4	4			4	4											
1.4.12	Present the Pre-final GDP to NS & C Committee (M-13)	KTUA	4	4	4		4												
1.4.13	Present the Pre-final GDP to Park & Rec. DRB (M-14)	KTUA	3	3				3											
1.4.14	Present the Pre-final GDP to MB Park Comm. (M-15)	KTUA	3	3				3											
1.4.15	Present the Pre-final GDP to Park and Rec Board (M-16)	KTUA	3	3				3											
1.4.16	Present the Final GDP to NS & C Committee (M-17)	KTUA	4	4	4														
1.4.17	Present Phase 1 Implementation Plan to the MB Park Committee (M-18)	KTUA	2																
1.4.18	Present Phase 1 Implementation Plan to the Park and Recreation Board (M-19)	KTUA	2																
			59	51	18	12	32	29	0	8	0	0	8	0	0	0	0	0	0
			\$8,850	\$5,100	\$1,800	\$1,200	\$2,720	\$4,350	\$0	\$1,160	\$0	\$0	\$1,200	\$0	\$0	\$0	\$0	\$0	\$0
SUB-TOTALS PER TASK GROUP							\$19,670		\$4,350		\$1,160		\$1,200		\$0		\$0		\$0



WORK PRODUCTS: Meeting agendas, announcements, hand out materials, exhibits, powerpoint presentations and meeting minutes or other workshop results.

1.5 DRAFT GENERAL DEVELOPMENT PLAN

		Michael Singleton	Cheri Blatner	Kim Wiley	Mark Carpenter	Dave Leonard	Alison Whitelaw	Sandra Gramley	Lary Thomburg	Cory Shrack	Adam Podlich	Keith Merkel	Kyle Ince	Harmon Nelson	Rick Riley	Chris Kraft	Enrico David	Jim Frost	Jon Hernstad
PURPOSE: Prepare a GDP that builds on previous efforts, refines the concepts and suggest changes to the direction of the improvements.																			
1.5.1	Develop preferred conceptual layout (1"=100') of all proposed uses	KTUA	4	24	24	4	40	4	21	4									
1.5.2	Meet with Staff and review Preferred GDP (S-5)	KTUA	4	4	4														
1.5.3	Meet with DSD & Planning to review Preferred GDP (S-6)	KTUA	4									4							
1.5.4	Complete utility capacity and points of connection analysis	NASLANG	2						4	24						6	16		
1.5.5	Complete water quality review of water connections at land bridge	MERKEL				4						4	4						
1.5.6	Complete conceptual alternatives for a better bridge connection	SWA	2															8	32
1.5.7	Complete an upland restoration plan	RECON				6													
1.5.8	Complete a Least Tern Habitat plan	MERKEL										2	4						
1.5.9	Complete a wetland restoration and shoreline habitat plan	MERKEL				4	4					8	24						
1.5.10	Prepare Draft General Development Plan report	KTUA	6	8	4	4	16												
			22	36	32	16	66	4	21	8	24	0	18	32	0	0	8	16	8
			\$3,300	\$3,600	\$3,200	\$1,600	\$5,610	\$600	\$2,142	\$1,160	\$2,760	\$0	\$2,700	\$3,200	\$0	\$0	\$1,000	\$1,440	\$1,240
SUB-TOTALS PER TASK GROUP							\$17,310		\$2,742		\$3,920		\$5,900		\$0		\$2,440		\$4,888



WORK PRODUCTS: Draft General Development Plan with maps, reports, tables, photos and other elements necessary to provide a clear communication of the concepts.

001208

1.6 SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT / CEQA CONSISTENCY/PERMITS

PURPOSE: To provide the minimum level of CEQA environmental review necessary to obtain permits for Phase 1 CD's by building on the previous EIR while providing updated technical review.

Task	RECON	MERKEL	KHA	RECON	MERKEL	RECON	RECON	RECON	RECON	RECON	RECON	RECON	RECON						
1.6.1 Collect and review previous environmental documents & technical studies	2																		
1.6.2 Determine issue & permits requirements (DSD/Army Corps/Coastal Comm/F&W/F)	4	4																	
1.6.3 Assess the changes between the master plan & the GDP	1																		
1.6.4 Collect traffic data at 6 locations, produce current & projected traffic LOS report	2																		
1.6.5 Complete wetlands delineation, impacts, mitigations & potential areas above high tide		4	8																
1.6.6 Determine wetland impacts, mitigation negotiation & potential areas below high tide																			
1.6.7 Initial analysis on probable water quality affects	1	4																	
1.6.8 Meet with team and City to confirm the Addendum approach	1																		
1.6.9 Prepare a memo on probable CEQA follow-on requirements	1																		
1.6.10 Complete required supplemental technical studies	2																		
1.6.11 Prepare project descriptions and purpose & need	2																		
1.6.12 Prepare screencheck Addendum	2																		
1.6.13 Collect and process comments and prepare responses to comments	2																		
1.6.14 Revise screencheck and submit Addendum	2																		
SUB-TOTALS PER TASK GROUP	22	0	0	12	8	0	0	0	0	0	0	20	46	0	0	0	0	0	0
	\$3,300	\$0	\$0	\$1,200	\$680	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	\$4,600	\$0	\$0	\$0	\$0	\$0	\$0
					\$5,180								\$7,600						



WORK PRODUCTS:

Initial memo on conformance to previous plan, initial determination checklist, traffic technical study, biological technical study, list of permits required, notifications, Draft Supplemental EIR, response to comments, pre-final Supplemental EIR and Final Supplemental EIR.

1.7 FINAL GDP / PLAN REFINEMENT / PHASING

PURPOSE: To refine the conceptual GDP into a format that is acceptable to the major stakeholders and that are technically feasible and affordable.

Task	Michael Singleton	Cheri Blatner	Kim Wiley	Mark Carpenter	Dave Leonard	Alison Whitelaw	Sandra Gramley	Larry Thornburg	Cory Shrack	Adam Podlich	Keith Merkel	Kyle Ince	Harmon Nelson	Rick Riley	Chris Kraft	Enrico David	Jim Frost	Jon Hermstad
1.7.1 Complete an active recreation concept plan	2	8			16													
1.7.2 Complete a pedestrian & bikeway trails plan	8		8															
1.7.3 Complete a new island entry causeway concept	2		4				4		4	4	8				2	4	8	40
1.7.4 Complete a passive recreation concept plan	2		4															
1.7.5 Complete a playground concept plan	2	12																
1.7.6 Prepare a utility connection plan	2							4	4	8					2	8		
1.7.7 Develop an architectural theme & initial building floorplans & elevations	2					16	28											
1.7.8 Prepare a mass grading plan	2				8			4	24									
1.7.9 Prepare a stormwater runoff / drainage / bmp based plan	2			4				4	24									
1.7.10 Prepare a parking requirement and concept plan				4					8									
1.7.11 Prepare a public art program & overall character of proposed signage		2											4	12				
1.7.12 Develop a wayfinding program with design intent & locations													8	24				
1.7.13 Prepare an initial cost of construction estimate	2				8		4		8				2			4		4
1.7.14 Identify possible phasing plan	4	4			4				2						2			
1.7.15 Refine Draft and Submit Final Draft General Development Plan report	4	16	4	4	16													
1.7.16 Refine Final Draft and Submit Pre-final General Development Plan report	2	4	4	4	8													
1.7.17 Refine Pre-final and Submit Final General Development Plan report	2	4	4	4	8													
SUB-TOTALS PER TASK GROUP	38	50	32	16	68	16	36	12	74	12	8	0	14	36	6	16	8	44
	\$5,700	\$5,000	\$3,200	\$1,600	\$5,780	\$2,400	\$3,672	\$1,740	\$8,510	\$1,260	\$1,200	\$0	\$1,680	\$3,060	\$750	\$1,440	\$1,240	\$5,016
					\$21,280		\$6,072			\$11,510		\$1,200		\$4,740		\$2,190		\$6,256



WORK PRODUCTS:

Various concept plans with blow-ups, architectural floorplans, architectural character sketches / elevations, probable costs of construction, phasing plan, Final Draft GDP, Final GDP and final GDP exhibits.

GRAND TOTALS

SUMMARY OF COSTS



	KTU+A				PLATT / WHITELAW		NASLAND			MERKEL ASSOC.		HARMON NELSON		BECHARD ASSOC.		SIMON WONG		
	Michael Singleton	Cheri Blatner	Kim Wiley	Mark Carpenter	Dave Leonard	Alison Whitelaw	Sandra Gramley	Larry Thornburg	Cory Shrack	Adam Podlich	Keith Merkel	Kyle Ince	Harmon Nelson	Rick Riley	Chris Kraft	Enrico David	Jim Frost	Jon Hermstad
SUB-TOTAL HOURS	199	229	128	98	252	69	85	46	122	32	80	156	20	36	18	40	16	76
SUB-TOTAL LABOR COSTS	\$29,850	\$22,900	\$12,800	\$9,800	\$21,420	\$10,350	\$8,670	\$6,670	\$14,030	\$3,360	\$12,000	\$15,600	\$2,400	\$3,060	\$2,250	\$3,600	\$2,480	\$6,664
TOTAL LABOR BUDGET PER FIRM					\$96,770		\$19,020			\$24,060		\$27,600		\$5,460		\$5,850		\$11,144
TOTAL MATERIAL BUDGET PER FIRM					\$2,830		\$200			\$21,600		\$200		\$100		\$0		\$0

001210

REQUESTED CHANGE ORDERS BASED ON INCREASED SCOPE

	KTU+A	PLATT / WHITELAW	NASLAND	MERKEL ASSOC.	HARMON NELSON	BECHARD ASSOC.	SIMON WONG	TERRA COSTA	KIMLEY HORN	RECON													
Increase Needed for Water Quality Technical Report				\$4,840							\$4,840												
Initial Website Design and Inclusion of Documents (1000/bps.com as a sub)	\$2,900										\$2,900												
Website Adjustments and Refinements (1000/bps.com as a sub)	\$3,000										\$3,000												
Website monthly management for new postings (assumes 10 months of KTU+A time at \$340 per month (4 hours @ \$85)	\$3,400										\$3,400												
Coordination and fee paid to SDG&E for electrical connection planning					\$1,500	\$1,250					\$2,750												
Biology Meetings with Client and Agencies (includes DSD, CCC, and Wildlife Agencies)										\$5,500	\$5,500												
Rare Plant Survey & Associated GIS Mapping										\$9,888	\$9,888												
Bio Impact / Mitigation Analysis, Prepare Tech Report, Graphics, Production										\$8,602	\$8,602												
Bio Tech - Client/Agency Revisions										\$3,406	\$3,406												
Completion & Processing for Form 510 / DSD Meetings and Coordination	\$540									\$1,100	\$1,740												
Noise - Sand Cleaning and Storage Operation Noise Assessment (Includes modeling and mitigation)										\$2,164	\$2,164												
Cultural Resources (includes survey and tech report)										\$3,597	\$3,597												
MND/Addendum- Meetings with Resource Agencies / CCC / DSD										\$5,858	\$5,858												
MND/Addendum-Update discussion for additional issues (visual, cultural, noise)	\$800									\$4,878	\$5,778												
Provide copies of the final addendum, MND, and final supporting documents to DSD										\$500	\$500												
Update mitigation monitoring and reporting program & prepare NOD										\$760	\$760												
Provide response to the publicly circulated MND										\$951	\$951												
	\$2,250										\$2,250												
Additional Community Group Presentations (2 additional 2 times 3 hrs @ \$150)	\$1,800										\$1,800												
Additional Town Council Presentations (4 additional 2 times 3 hrs @ \$150)	\$3,600										\$3,600												
Increased labor costs for summarizing 900 questionnaires, 600 workshop attendees & hundreds of e-mails (12 hours @ \$85)	\$1,020										\$1,020												
Increase Needed for Traffic Analysis Report and Additional Alternative Review & Impacts	\$600										\$600												
Council Prep Time for Briefings, Council Staff Meetings & Manager/ Mayor Report	\$2,560								\$9,000		\$11,560												
Preparation for 2 Council meetings	\$1,280										\$1,280												
Coordination meetings between DSD, Council Office, Planning Commission Staff	\$2,880										\$2,880												
Adjustments based on Council Request & Refinements	\$2,400										\$2,400												
Attend primary council meeting	\$640										\$640												
Attend 1 follow up council meeting	\$640										\$640												
Coastal Commission Coordination meeting for LCP / Master Plan Conformance Issues	\$1,776										\$1,776												
Additional printing materials, plots & surveys handouts materials (based on large public input)	\$874										\$874												
Additional coordination of public meetings, public relations & media coordination	\$2,560										\$2,560												
4 Additional Design Review Committee meetings, prep and revisions	\$5,760										\$5,760												
Additional technical refinements to the plans for DRFC / P & R Board / DSD / Staff Review	\$3,840										\$3,840												
Increased complexity of master plan conformance, dog use issues & overall drawn out nature of the schedule	\$9,800										\$9,800												
	\$54,114	\$0	\$0	\$0	\$4,840	\$0	\$0	\$0	\$0	\$1,500	\$1,250	\$0	\$0	\$0	\$0	\$0	\$0	\$9,000	\$0	\$0	\$0	\$0	\$47,313

SUBTOTAL DUE TO INCREASED SCOPE AND COMPLEXITY **\$118,017**

ORIGINAL APPROVED CONTRACT AMOUNT **278,540**
 MATHEMATICAL ERROR **41,794**
 INCREASE DUE TO INCREASED SCOPE AND COMPLEXITY **118,017**
 INCREASE DUE TO ALTERNATIVE 4) DEVELOPMENT AND PROCESSING **38,975**
GRAND TOTAL SCOPE OF SERVICES 477,326