

000389

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

1. CERTIFICATE NUMF (FOR AUDITOR'S U): 54
12/02

TO: CITY ATTORNEY

2. FROM (ORIGINATING DEPARTMENT):
ENGINEERING & CAPITAL PROJECTS

3. DATE: July 28, 2008

4. SUBJECT:
EXTENSION OF COOPERATIVE AGREEMENT WITH CALTRANS FOR IMPROVEMENTS TO I-805/LA JOLLA VILLAGE DRIVE INTERCHANGE

5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.)
Deborah Van Wanseele, 533-3012, MS 608

6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.)
Siavash Pazargadi, 533-3757, MS 608 *SP*

7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND				
DEPT.				
ORGANIZATION				
OBJECT ACCOUNT				
JOB ORDER				
C.I.P. NUMBER				
AMOUNT				

9. ADDITIONAL INFORMATION / ESTIMATED COST:
None with this action

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIG. DEPT <i>AP</i>	<i>[Signature]</i>	8/7/08	8	DEPUTY CHIEF	<i>[Signature]</i>	7/16/08
2	EAS	<i>Union Sherwood</i>	8/8/08	9	COO	<i>Not Required</i>	
3	ECCP- EXEMPT			10	CITY ATTORNEY	<i>[Signature]</i>	10/23/08
4	COUNCIL LIAISON OFFICE	<i>[Signature]</i>	8/15/08	11	ORIG. DEPT	<i>[Signature]</i>	9/23/08
5	FACILITIES FINANCING <i>em</i>	<i>Charles...</i>		DOCKET COORD: _____ COUNCIL LIAISON <i>[Signature]</i>			8/19/08
6	FINANCIAL MANAGEMENT <i>[Signature]</i>	<i>[Signature]</i>	8/26/08	COUNCIL PRESIDENT <input type="checkbox"/> SPOB <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION			
7	AUDITOR <i>[Signature]</i>	<i>[Signature]</i>	9/8/08	REFER TO: _____ COUNCIL DATE: 11/18/08			

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

Authorizing the Mayor to execute an amendment to a Cooperative Agreement with Caltrans for the design of improvements to the I-805/La Jolla Village Drive interchange, extending the termination date of the Agreement to December 31, 2011.

11A. STAFF RECOMMENDATIONS:
Approve the ordinance

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

COUNCIL DISTRICT(S): 1

COMMUNITY AREA(S): University

ENVIRONMENTAL IMPACT: The City Council reviewed and considered an EIR/EIS, DEP File No 91-0397, dated May 6, 1998 and adopted by Resolution No. R-290810 on October 5, 1998, covering this activity. This activity is adequately addressed in the environmental documents and there is no change in circumstance, additional information, or project changes to warrant additional environmental review. Because the prior environmental document adequately covered this activity as part of the previously approved project, this activity is not a separate project for purposes of CEQA review per CEQA Guidelines Section 15060(c)(3).

HOUSING IMPACT: N/A

OTHER ISSUES: 6 votes are required for passage

OFFICE OF THE CITY CLERK
27 PM 1:30
2008

000391

EXECUTIVE SUMMARY SHEET

DATE ISSUED: July 28, 2008 REPORT NO.: n/a (1472)
ATTENTION: Council President and City Council
ORIGINATING DEPARTMENT: Engineering and Capital Projects, Transportation
Engineering Operations Division
SUBJECT: Extension of a Cooperative Agreement for Improvements to the
I-805/La Jolla Village Drive Interchange
COUNCIL DISTRICT(S): 1
CONTACT/PHONE NUMBER: Deborah Van Wanseele, 619 533 3012
Siavash Pazargadi, 619 533 3757

REQUESTED ACTION:

Council authorization for the Mayor to execute an amendment to a Cooperative Agreement with Caltrans for improvements to the Interstate 805/La Jolla Village Drive interchange, extending the termination date of the Agreement from December 31, 2008, to December 31, 2011.

STAFF RECOMMENDATION:

Staff recommends Council approval of the ordinance.

EXECUTIVE SUMMARY:

On October 22, 2001, the City and Caltrans entered into an Agreement with Caltrans for improvements to the Interstate 805/La Jolla Village Drive/Miramar Road interchange. These improvements included widening the overpass and reconstructing the ramps on the east side of the interchange. The termination date for this Agreement is December 31, 2008.

Because of design changes, the project is now scheduled to begin construction in 2009. Caltrans is requesting that the termination date for the Agreement be extended to reflect this schedule change. The termination date for the Agreement would be extended to December 31, 2011, a 3-year extension.

Because this extension will extend the Agreement beyond five years' duration, Council approval via ordinance is required.

FISCAL CONSIDERATIONS:

None with this action

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

Council approved the Cooperative Agreement to fund the improvements on October 22, 2001.

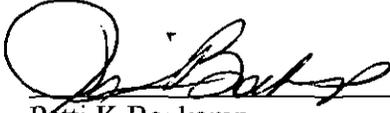
COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

N/A

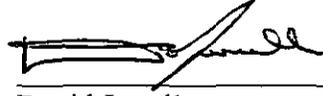
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KEY STAKEHOLDERS & PROJECTED IMPACTS:

Caltrans is the key stakeholder in this action.



Patti K Boekamp
Director,
Engineering & Capital Projects



David Jarrell
Deputy Chief of Public Works

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ORDINANCE NUMBER O-_____ (NEW SERIES)

DATE OF FINAL PASSAGE _____

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE COOPERATIVE AGREEMENT WITH CALTRANS FOR THE DESIGN IMPROVEMENTS TO THE I-805/LA JOLLA VILLAGE DRIVE INTERCHANGE.

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

Section 1. That the Mayor is authorized to execute an Amendment to the Cooperative Agreement with Caltrans for the design of improvements to the I-805/La Jolla Village Drive Interchange, extending the termination of the Agreement by three years to December 31, 2011, under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. OO-_____.

Section 2. That the City Council has reviewed and considered an EIR/EIS, DEP File No. 91-0397, dated May 6, 1998 and adopted by Resolution No. R-290810 on October 5, 1998, covering this activity. This activity adequately addressed in the environmental documents and there is no change in circumstance, additional information, or project changes to warrant additional environmental review. Because the prior environmental document adequately covered this activity as part of the previously approved project, this activity is not a separate project for purposes of California Environmental Quality Act [CEQA] per State CEQA Guidelines Section 15060(c)(3).

Section 3. 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.

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Section 4. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By 
Michael P. Calabrese
Chief Deputy City Attorney

MPC:sc
10/17/08
Aud.Cert.: N/A
Or.Dept:E&CP
O-2009-56

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

000395

11-SD-805
 KP 38.3/43.4
 EA 11-089750
 Agreement No. 11-8230/A1
 Design La Jolla Village Drive/
 Nobel Drive Connector

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 2008, is between the **STATE OF CALIFORNIA**, acting by and through its Department of Transportation, referred to herein as "**STATE**",

and the City of San Diego, a body politic and a municipal corporation of the State of California, referred to herein as "**CITY**".

RECITALS

1. The parties hereto entered into an Agreement (Document No. 015154, District Agreement Number 11-8230) on October 22, 2001, said Agreement stated CITY desires State Highway improvements consisting of reconstructing La Jolla Village Drive/Miramar Road overcrossing and its approaches on Route 805, referred to herein as "PROJECT", and is willing to fund one hundred percent (100%) of all capital outlay and staffing costs, except for cost's of STATE's oversight of environmental, design and right of way activities.
2. It has been determined that the PROJECT will not be completed prior to the termination date of said Agreement

IT IS THEREFORE MUTUALLY AGREED

1. The termination date specified in Section III, Article 15 of the original Agreement is now December 31, 2011, instead of December 31, 2008.
2. Section III, Article 1 of the original Agreement is replaced in its entirety with the following article:
 - "1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC)."

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3. Section III, Article 12 of the original Agreement is replaced in its entirety with the following article:
 - “12. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.”
4. Section III, Article 13 of the original Agreement is replaced in its entirety with the following article:
 - “13. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.”
5. All other terms and conditions of said Agreement (Document No. 015154) shall remain in full force and effect.

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6. This Amendment No. 1 to Agreement No. 11-8230 is hereby deemed to be a part of Document No. 015154.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF SAN DIEGO

Will Kempton
Director of Transportation

By: _____
Deputy District Director

By: _____
Mayor

Approved as to Form and Procedure:

By: 
Attorney
Department of Transportation

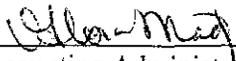
By: _____
City Attorney

Certified as to Funds:

By: _____
District Budget Manager BK__

By: _____
City Clerk

Certified as to Financial Terms and Conditions:

By: 
Accounting Administrator

000399

015154

11-SD-805
KP 38.3/43.4
E.A. 11-089750
Agreement No. 11-8230
Design La Jolla Village
Drive/Nobel Drive Connector

COOPERATIVE AGREEMENT

This AGREEMENT entered into effective on OCT 22 2001, 20__ is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and

CITY OF SAN DIEGO, a municipal corporation of the State of California, referred to herein as "CITY".

RECITALS

1. STATE and CITY, pursuant to Streets and Highways Code Section 130, are authorized to enter into a Cooperative Agreement for improvements to State highways within the City of San Diego.
2. CITY desires State highway improvements consisting of Reconstructing La Jolla Village Drive/Miramar Road interchange; widening of the La Jolla Village Drive/Miramar Road overcrossing and its approaches on Route 805, referred to herein as "PROJECT", and is willing to fund one hundred percent (100%) of all capital outlay and staffing costs, except for costs of STATE's oversight of environmental, design and right of way activities.
3. PROJECT is Phase II of improvements initiated by Cooperative Agreement No. 11-0420, (Document No. 7013), executed on December 11, 1989. Phase I design and construction are subject of previous Agreement No. 11-0541, (Document No. 014619), executed on October 26, 1999.
4. STATE's funds will not be used to finance any of the capital costs for PROJECT.
5. Construction of PROJECT will be the subject of future agreements between CITY and STATE.
6. This Agreement supersedes any prior Memorandum of Understanding (MOU) relating to PROJECT.
7. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be developed, designed, and financed.

DOCUMENT NO. 11-8230
OCT 22 2001
 FILED
 OFFICE OF THE CITY CLERK
 SAN DIEGO, CALIFORNIA

SECTION ICITY AGREES:

1. To fund one hundred percent (100%) of all preliminary and design engineering costs, including, but not limited to, costs incurred for the preparation of contract documents, advertising for bids, and awarding the construction contract for PROJECT.
2. To have an environmental re-evaluation, as required by STATE's determination, detailed Plans, Specifications and Estimate (PS&E) prepared at no cost to STATE and to submit each to STATE for review and concurrence at appropriate stages of development. The final plans and specifications shall be signed by a Civil Engineer registered in the State of California.
3. To permit STATE to monitor and participate in the selection of personnel who will prepare the environmental re-evaluation, prepare the PS&E, provide the right of way engineering services, and to permit STATE to oversee the performance of right of way activities. CITY agrees to consider any request by STATE to discontinue the services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform in accordance with scope of work and/or other pertinent criteria.
4. Personnel who prepare the PS&E and right of way maps shall be made available to STATE, at no cost to STATE, through completion of construction of PROJECT to discuss problems which may arise during construction and/or to make design revisions for contract change orders.
5. To not use funds from STATE for any capital costs for PROJECT and to not use funds from any Federal-aid program for design or acquisition of rights of way for PROJECT.
6. To make written application to STATE for necessary encroachment permits authorizing entry of CITY onto State highway right of way to perform surveying and other investigative activities required for the environmental re-evaluation and/or PS&E.
7. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PROJECT PS&E.
8. To identify and locate all high and low risk underground facilities within the area of PROJECT and to protect or otherwise provide for such facilities, all in accordance with STATE's "Manual on High and Low Risk Underground Facilities Within Highway Rights of Way". CITY hereby acknowledges receipt of STATE's "Manual on High and Low Risk Underground Facilities Within Highway Rights of Way".

9. If any existing public and/or private utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, CITY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal in accordance with STATE policy and procedure for those facilities located within the limits of work included in the improvement to the State highway and in accordance with CITY policy for those facilities located outside of the limits of the State highway. The total costs to PROJECT of such protection, relocation or removal within the present or future State highway right of way shall be determined in accordance with STATE's policies and procedures.
10. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities within the State highway right of way and that such work will be completed prior to the award of the contract to construct PROJECT or as covered in the PS&E for said contract. This evidence shall include a reference to all required State highway encroachment permits.
11. CITY shall require any utility owner and/or its contractors performing the protection or relocation work within the State highway right of way to obtain an encroachment permit from STATE prior to the performance of said work.
12. To acquire and furnish all right of way, if any, outside of the existing State highway right of way and to perform all right of way activities, including all eminent domain activities, if necessary, at no cost to STATE, and in accordance with procedures acceptable to STATE. These activities shall comply with all applicable State and Federal laws and regulations, subject to STATE's oversight to insure that the completed work is acceptable for incorporation into the State highway right of way.
13. To utilize the services of a qualified public agency or a qualified consultant, as determined by STATE's District Division Chief of Right of Way, in all matters related to the acquisition of right of way in accordance with STATE's procedures as published in STATE's current Right of Way Manual. Whenever personnel other than personnel of a qualified public agency are utilized, administration of the personnel contract shall be performed by a qualified Right of Way person employed or retained by CITY.
14. To certify legal and physical control of right of way ready for construction and that all right of way parcels were acquired in accordance with applicable State and Federal laws and regulations subject to review and concurrence by STATE prior to the advertisement for bids for the contract to construct PROJECT.
15. CITY shall provide electronic "As-builts" within sixty (60) days of completion and acceptance of the construction contract for PROJECT in the format stated above in Article 24 of this Section I.

16. To prepare Right of Way Engineering Hard Copies, Right of Way Appraisal Maps, Record of Surveys, and Right of Way Record Maps in accordance with the State of California Right of Way Manual, Chapter 6 - Right of Way Engineering, the State of California Drafting and Plans Manual, the State of California Surveys Manual Chapter 10, applicable State laws, and other pertinent reference material and examples as provided by STATE.
17. To have all necessary Right of Way Maps and Documents used to acquire right of way by CITY, prepared by or under the direction of a person authorized to practice land surveying in the State of California. Each Right of Way Map and Document shall bear the appropriate professional seal, certificate number, expiration date of registration certification and signature of the licensed person in "Responsible Charge of Work".
18. To submit to STATE for review and acceptance all Right of Way Engineering Hard Copies and Right of Way Appraisal Maps with appurtenant back-up and reference data prior to preparation of legal descriptions and acquisition documents.
19. Personnel who prepare right of way maps, documents, and related materials shall be made available to STATE, at no cost to STATE, during and after construction of PROJECT until completion and acceptance by STATE of Right of Way Record Maps and Records of Surveys.
20. To deliver to STATE legal title to the right of way, including access rights, free and clear of all encumbrances detrimental to STATE's present and future uses not later than the date of acceptance by STATE of maintenance and operation of the highway facility. Acceptance of said title by STATE is subject to a review of a Policy of Title Insurance in the name of the State of California to be provided and paid for by CITY.
21. To be responsible, at CITY's expense, for the investigation of potential hazardous material sites within and outside of the existing State highway right of way that would impact PROJECT.
22. In the event that CITY, in the process of performance of environmental or design investigation studies, discovers hazardous material sites on existing and proposed State highway right of way, (to be reported by CITY when discovered) and the Federal, State, or local agency having jurisdiction over those hazardous material site order remediation of that investigative site and any plume leading to or from that site, CITY shall be responsible, at no cost to STATE for:
 - a) remedy or remedial action of all hazardous material found on existing and proposed State highway right of way required for construction of PROJECT should CITY decide to proceed with that construction.
 - b) remedy or remedial action of all hazardous material found on existing and proposed State highway right of way within fifty (50) meters in all direction of those investigative excavation should CITY decide not to proceed with construction of PROJECT (STATE does not accept responsibility for any hazardous material found outside STATE's own highway right of way).

23. In the event that CITY, in the process of performance of environmental or design investigation studies, encounters cultural, archaeological, palentological, or other protected resources, at no cost to STATE, CITY shall stop work in that area until a qualified professional can evaluate the nature and significance of the find; and until a plan, at no cost to STATE, is approved for the removal or protection on that resource.
24. To provide all plans prepared by CITY or CITY's consultant on CD using Micro Station Release SE compatible .dgn file format. One copy of the CD, including the Engineer's electronic signature and seal, shall be provided to STATE upon completion of the final PS&E for PROJECT. STATE reserves the right to modify the CD requirements and STATE shall provide CITY advance notice of any such modifications.
25. CITY Point of Contact:

Mark S . Koll
1010 Second Ave. Ste. 1200 MS-612
San Diego, CA 92101
Telephone # 619-533-3669

SECTION II

STATE AGREES:

1. To provide, at no cost to CITY, oversight of PROJECT and to provide prompt reviews and approvals, as appropriate, of submittals by CITY, and to cooperate in timely processing of PROJECT.
2. To provide, at no cost to CITY, oversight of all right of way activities including utility relocation undertaken by CITY, or its designee, pursuant to this Agreement.
3. To provide, at no cost to CITY, oversight of environmental activities needed to complete an environmental re-evaluation.
4. To issue, at no cost to CITY, upon proper application by CITY, an encroachment permit to CITY authorizing entry onto STATE's right of way to perform survey and other investigative activities required for preparation of the environmental re-evaluation and/or PS&E. CITY uses consultants rather than its own staff to perform required work, the consultants will also be required to obtain an encroachment permit.
5. To advertise, award and administer the construction contract for PROJECT. Details will be the subject of a future agreement between STATE and CITY.
6. STATE Point of Contact:

Edward Hajj, Project Manager
Caltrans Office of Design, MS-35
P.O. Box 85406
San Diego, CA 92186-5406

Telephone # 619-220-5433

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission.
2. The parties hereto will carry out PROJECT in accordance with the Scope of Work, attached and made a part of this Agreement, which outlines the specific responsibilities of the parties hereto. The attached Scope of Work may in the future be modified in writing to reflect changes in the responsibilities of the respective parties. Such modifications shall be concurred with by CITY's Director of Public Works or other official designated by CITY and STATE's District Director for District 11 and become a part of this Agreement after execution by the respective officials of the parties.
3. The Project Report (PR) for PROJECT approved on October 6, 1995, by this reference, shall become part of this Agreement.
4. The basic design features (as defined in Attachment 1 of the Scope of Work for PROJECT) shall comply with those addressed in the approved PR, unless modified as required for environmental clearance and/or FHWA approval of PROJECT.
5. The design, right of way acquisition, and preparation of environmental re-evaluation for PROJECT shall be performed in accordance with STATE standards and practices current as of the date of execution of this Agreement. Any exceptions to applicable design standards shall be approved by STATE via the processes outlined in STATE's Highway Design Manual and appropriate memorandums and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done in accordance with STATE's memorandum "Effective Date for Implementing Revisions to Design Standards", dated February 8, 1991. STATE shall consult with CITY in a timely manner regarding effect of proposed and/or required changes on PROJECT.
6. CITY's share of all changes in development and construction costs associated with modifications to the basic design features as described above shall be in the same proportion as described in this Agreement, unless mutually agreed by STATE and CITY in a subsequent amendment to this Agreement.
7. If a finding is made that Federal and State regulations do not require mitigation of contaminated material in its present condition within the existing State highway right of way, CITY shall be responsible, at CITY expense, for any remedial action required as a result of proceeding with PROJECT. Locations subject to cleanup include utility relocation work required for PROJECT.

8. Subject to the limitations expressed in Article 2 of Section I of this Agreement, any hazardous material or contamination found within the area of PROJECT requiring remedy or remedial action, as defined in Division 20 Chapter 6.8 et seq. of the Health and Safety Code and any cultural paleontological, anthropological or other protected resource requiring protection, shall be the responsibility of CITY, at CITY's expense, as part of the costs of PROJECT. Locations subject to remedy or remedial action and /or protection include, utility relocation work required for PROJECT. Costs for remedy and/or protection shall include, but not be limited to, the identification treatment, removal, packaging, storage, and disposal of such material.
9. CITY shall be responsible, at CITY expense, for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by CITY on the State highway right of way shall be pre-approved by STATE and shall be performed in accordance with STATE's standard and practices and those standard mandated by the Federal and State regulatory agencies.
10. A separate Cooperative Agreement will be required to cover responsibilities and funding for the PROJECT construction phase.
11. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.
12. Neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
13. Neither CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify and save harmless CITY from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.

- 14. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- 15. This agreement shall terminate upon completion and acceptance of the construction contract for PROJECT or on December 31, 2008, whichever is earlier in time.

STATE OF CALIFORNIA
 Department of Transportation

CITY OF SAN DIEGO

JEFF MORALES
 Director of Transportation

By: [Signature]
 Deputy District Director, Design

By: [Signature]
 City Manager

Approved as to form and procedure:

By: [Signature]
 Attorney
 Department of Transportation

Attest: _____
 City Clerk
Approved as to form and legality

this 1st day of Nov, 2008
CASEY GWINN, City Attorney

Certified as to financial terms and approved as to form:

By: [Signature]
 Accounting Administrator

By: [Signature]
 Deputy City Attorney

By: _____
 City Attorney

Certified as to funds:

By: [Signature]
 District Budget Manager

SCOPE OF WORK

This Scope of Work outlines the specific areas of responsibility for various project development activities for the proposed reconstruction of La Jolla Village Drive/Miramar Road/I-805 interchange and widening of the La Jolla Village Drive Overcrossing and its approaches.

1. CITY will be the Lead Agency for CEQA and STATE will be the State Lead Agency for NEPA. The Federal Highway Administration (FHWA) will be the Federal Lead Agency for NEPA. CITY will prepare the environmental re-evaluation/addendum to meet the requirements of CEQA and NEPA. The environmental re-evaluation will require STATE review and approval prior to public circulation. CITY will provide all data for and prepare drafts of the Project Report (PR) and the Project Approval Report (PAR). STATE will review and process the reports and request approval of the PROJECT and environmental re-evaluation by the FHWA. CITY will be responsible for the public hearing process.
2. CITY and STATE concur that the proposal is a Category 3 as defined in STATE's Project Development Procedures Manual.
3. CITY will submit drafts of environmental technical reports and individual sections of the environmental re-evaluation to STATE, as they are developed, for review and comment. Traffic counts and projections to be used in the various reports shall be supplied by STATE if available, or by CITY. Existing traffic data shall be furnished by CITY.
4. STATE will review, monitor, and approve all project development reports, studies, and plans, and provide all necessary implementation activities up to but not including advertising of PROJECT.
5. STATE will prepare the revised freeway agreement and obtain approval of the new public road connection(s) from the California Transportation Commission.
6. All phases of PROJECT, from inception through construction, whether done by CITY or STATE, will be developed in accordance with all policies, procedures, practices, and standards that STATE would normally follow.
7. Detailed steps in the project development process are attached to this Scope of Work. These Attachments are intended as a guide to STATE's and CITY's staff.

ATTACHMENT 1
DESIGN PHASE ACTIVITIES

PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	LOCAL AGENCY
1. PRELIMINARY COORDINATION		
Request 1 - Phase EA	X	
Field Review of Site	X	X
Provide Geometrics		X
Approve Geometrics	X	
Obtain Surveys & Aerial Mapping		X
Obtain Copies of Assessor Maps and Other R/W Maps		X
Obtain Copies of As-Builts		X
Send Approved Geometrics to Local Agencies for Review	X	
Revise Approved Geometrics if Required		X
Approve Final Geometrics	X	
Determine Need for Permits from Other Agencies	X	X
Request Permits		X
Initial Hydraulics Discussion with District Staff		X
Initial Electrical Design Discussion with District Staff		X
Initial Traffic & Signing Discussion with District Staff		X
Initial Landscape Design Discussion with District Staff		X
Plan Sheet Format Discussion	X	X
2. ENGINEERING STUDIES AND REPORTS		
Prepare & Submit Materials Report & Typical Section		X
Review and Approve Materials Report & Typical Section	X	
Prepare & Submit Landscaping Recommendation		X
Review & Approve Landscaping Recommendation	X	
Prepare & Submit Hydraulic Design Studies		X
Review & Approve Hydraulic Design Studies	X	
Prepare & Submit Bridge General Plan & Structure Type Selection		X
Review & Approve Bridge General Plan & Structure Type Selection	X	

RESPONSIBILITY
STATE LOCAL
AGENCY

PROJECT ACTIVITY

3. R/W ACQUISITION & UTILITIES

(Used when qualified Local Agency is performing R/W activities.)

Request Utility Verification		X
Request Preliminary Utility Relocation Plans from Utilities		X
Prepare R/W Requirements		X
Prepare R/W and Utility Relocation Cost Estimates		X
Submit R/W Requirements & Utility Relocation Plans for Review		X
Review and Comment on R/W Requirements	X	
Longitudinal Encroachment Review	X	
Longitudinal Encroachment Application to District		X
Approve Longitudinal Encroachment Application	X	
Request Final Utility Relocation Plans		X
Check Utility Relocation Plans		X
Submit Utility Relocation Plans for Approval		X
Approve Utility Relocation Plans	X	
Submit Final R/W Requirements for Review & Approval		X
Fence and Excess Land Review	X	
R/W Layout Review	X	
Approve R/W Requirements	X	
Obtain Title Reports		X
Complete Appraisals		X
Review and Approve Appraisals for Setting Just Compensation	X	
Prepare Acquisition Documents		X
Acquire R/W		X
Open escrows and Make Payments		X
Obtain Resolution of Necessity		X
Perform Eminent Domain Proceedings		X
Provide Displacee Relocation Services		X
Prepare Relocation Payment Valuations		X
Provide Displacee Relocation Payments		X
Perform Property Management Activities		X
Perform R/W Clearance Activities		X
Prepare and Submit Certification of R/W		X
Review and Approve Certification of R/W	X	
Transfer R/W to STATE - Approve & Record Title Transfer Documents	X	
Prepare R/W Record Maps		X

RESPONSIBILITY
STATE LOCAL
AGENCY

PROJECT ACTIVITY

4. PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES

Prepare and Submit Preliminary Stage Construction Plans		X
Review Preliminary Stage Construction Plans	X	
Calculate and Plot Geometrics		X
Cross-Sections & Earthwork Quantities Calculation		X
Prepare and Submit BEES Estimate		X
Put Estimate in BEES	X	
Local Review of Preliminary Drainage Plans and Sanitary Sewer and Adjustment Details		X
Prepare & Submit Preliminary Drainage Plans		X
Review Preliminary Drainage Plans	X	
Prepare Traffic Striping and Roadside Delineation Plans & Submit for Review		X
Review Traffic Striping and Roadside Delineation Plans	X	
Prepare & Submit Landscaping and/or Erosion Control Plans		X
Review Landscaping and/or Erosion Control Plans	X	
Prepare & Submit Preliminary Electrical Plans		X
Review Preliminary Electrical Plans	X	
Prepare & Submit Preliminary Signing Plans		X
Review Preliminary Signing Plans	X	
Quantity Calculations		X
Safety Review	X	X
Prepare Specifications	X	
Prepare & Submit Checked Structure Plans		X
Review & Approve Checked Structure Plans	X	
Prepare Final Contract Plans		X
Prepare Lane Closure Requirements		X
Review and Approve Lane Closure Requirements	X	
Prepare & Submit Striping Plan		X
Review & Approve Striping Plan	X	
Prepare Final Estimate		X
Prepare & Submit Draft PS&E		X
Review Draft PS&E	X	
Finalize & Submit PS&E to District		X

ATTACHMENT 3
DEFINITIONS

Basic Design Features - A general description of the facility:

- Design speed of State highway facility and Local Agency roads and streets.
- Number of through lanes, auxiliary lanes and locations of interchanges and separations.
- Widths of through lanes, medians, and shoulders for both the State highway facility and local roads and streets.
- Need for special feature such as soundwalls, transportation system management plans, HOV lanes, bridge widening, ramp metering, etc. See Figure 2-1.3A of State Project Development Procedures Manual for additional discussion of items to be considered as basic design features.

Mandatory and Advisory Design Standards - See Index 82.3 of Sate's Highway Design Manual for the definition and listing of these items.

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Expenditure Funding Plan				
Cooperative Agreement 11-8230				
with City of San Diego				
EA 11-089750				
DESCRIPTION	Oversight PY's			
	01/02 FY	02/03 FY		
Roadway Design				
Senior T.E.	0.10	0.10		
T.E. Range D	0.25	0.25		
T.E. Range C	0.20	0.20		
T.E.T	0.10	0.10		
Structures Design				
Senior T.E	0.05	0.05		
T.E. Range D	0.15	0.15		
Environmental				
Envir Planner	0.05	0.05		
Right of Way				
Senior R/W	0.05	0.05		
T.E.T	0.05	0.05		
TOTALS:	1.00	1.00		

RESOLUTION NUMBER R-290810

ADOPTED ON OCTOBER 5, 1998

BE IT RESOLVED, by the Council of The City of San Diego, that it is certified that Environmental Impact Report/Environmental Impact Statement No. DEP 91-0397, on file in the office of the City Clerk, has been completed in compliance with the California Environmental Quality Act of 1970 (California Public Resources Code section 21000 et seq.), as amended, and the State guidelines thereto (California Code of Regulations section 15000 et seq.), that the report reflects the independent judgment of The City of San Diego as Lead Agency and that the information contained in said report, together with any comments received during the public review process, has been reviewed and considered by this Council in connection with the approval of the Nobel Drive Extension and Interstate I-805 Interchange.

BE IT FURTHER RESOLVED, that pursuant to California Public Resources Code section 21081 and California Code of Regulations section 15091, the City Council adopts the findings made with respect to the project, a copy of which is on file in the office of the City Clerk and incorporated herein by reference.

BE IT FURTHER RESOLVED, that pursuant to California Code of Regulations section 15093, the City Council adopts the Statement of Overriding Considerations, a copy of which is on file in the office of the City Clerk and incorporated herein by reference, with respect to the project.

BE IT FURTHER RESOLVED, that pursuant to California Public Resources Code section 21081.6, the City Council adopts the Mitigation Monitoring and Reporting Program, or

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alterations to implement the changes to the project as required by this body in order to mitigate or avoid significant effects on the environment, a copy of which is attached hereto and incorporated herein by reference.

APPROVED: CASEY GWINN, City Attorney

By _____
Jacqueline Mittelstadt
Deputy City Attorney

JM:pev
9/8/98
Or.Dept:E&CP
R-99-303
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