

000105

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

March 21, 2008

53
05/27

SUBJECT: Carmel Valley Road Enhancements Project – Fifth Amendment to Agreement

GENERAL CONSULTANT INFORMATION

Recommended Contractor: URS Corporation
Original Action: \$ 250,000.00
Amount of this Action: \$ 84,000.00
Cumulative: \$ 1,370,360.00

Funding Source: City

SUBCONSULTANT PARTICIPATION

There is no subconsultant activity associated with this action.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

URS Corporation submitted a Work Force Report for their San Diego County employees dated October 9, 2007. The Administrative Work Force reflects a total of 131 employees.

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

Hispanic in Management & Financial, Professional and Technical
Asian in A&E, Science, Computer, Technical and Administrative Support
Filipino in Management & Financial, Professional, A&E, Science, Computer, Technical, and
Administrative Support
Female in Management & Financial and Professional

URS Corporation has an approved EEO Plan on file. However, EOC staff is concerned under representations in the consultant's workforce, so staff will work closely with URS Corporation to assist in and monitor outreach efforts.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

ADDITIONAL COMMENTS

RLL

File: Admin WOFO 2000

Date WOFO Submitted: 10/9/2007
 Input by: SH

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

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

FOR
 Company: URS Corporation

I. TOTAL WORK FORCE:

	Black		Hispanic		Asian		American Indian		Filipino		White		Other	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt & Financial	0	0	0	0	0	1	0	0	0	0	14	4	0	0
Professional	1	0	2	1	1	2	0	0	0	0	24	18	0	0
A&E, Science, Computer	0	0	1	0	1	2	0	0	0	0	15	7	0	0
Technical	1	0	1	0	2	0	0	0	0	0	6	10	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	1	3	0	3	0	0	0	0	0	0	1	9	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	3	3	4	4	4	5	0	0	0	0	60	48	0	0

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section I (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.

	M	F
Mgmt & Financial	19	5
Professional	49	21
A&E, Science, Computer	26	9
Technical	20	10
Sales	0	0
Administrative Support	17	15
Services	0	0
Crafts	0	0
Operative Workers	0	0
Transportation	0	0
Laborers	0	0

TOTAL EMPLOYEES		
ALL	M	F
19	14	5
49	28	21
26	17	9
20	10	10
0	0	0
17	2	15
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0

Female Goals
39.8%
59.5%
22.3%
49.0%
49.4%
73.2%
62.3%
8.8%
35.7%
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

TOTAL

131	71	60
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	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	0.63	0	N/A	2.26	0	(2.26)	1.18	1	N/A	0.08	0	N/A	1.18	0	(1.18)	7.56	5	(2.56)
Professional	1.86	1	N/A	6.17	3	(3.17)	3.19	3	N/A	0.25	0	N/A	3.19	0	(3.19)	29.16	21	(8.16)
A&E, Science, Computer	0.73	0	N/A	1.90	1	(0.90)	4.21	3	(1.21)	0.08	0	N/A	4.21	0	(4.21)	5.80	9	3.20
Technical	1.32	1	N/A	2.96	1	(1.96)	3.44	2	(1.44)	0.08	0	N/A	3.44	0	(3.44)	9.80	10	N/A
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	1.19	4	2.81	3.54	3	N/A	1.50	0	(1.50)	0.10	0	N/A	1.50	0	(1.50)	12.44	15	2.56
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.

000107

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

1. CERTIFICATE NUMBER
(FOR AUDITOR'S USE ONLY) :
2800702

TO: CITY ATTORNEY

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

3. DATE:
March 12, 2008 53
05/27

4. SUBJECT:
Carmel Valley Road Enhancements Project – Fifth Amendment to Agreement

5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.)
Marnell Gibson, 533-5213, MS 908A

6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.)
Abi Palaseyed, 533-4654, MS 907

7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND				9. ADDITIONAL INFORMATION / ESTIMATED COST:	
FUND	30300			Original Agreement	\$ 250,000
DEPT.	30244			Total Previous Amendments	\$1,036,360
ORGANIZATION	107			Total This Request	\$84,000.00
OBJECT ACCOUNT	4279			Total Consultant Contract	\$1,370,360
JOB ORDER	525170				
C.I.P. NUMBER	52-517.0				
AMOUNT	\$84,000				

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT	<i>[Signature]</i>	3/18/08	8	COO	- Not required -	
2	EAS	<i>[Signature]</i>	3/20/08	9	P&C	<i>[Signature]</i>	4/14/08
3	EOCP	<i>[Signature]</i>	3/24/08	10	CITY ATTORNEY	<i>[Signature]</i>	4/18/08
4	LIAISON OFFICE	<i>[Signature]</i>	3/28/08	11	ORIG. DEPT.	A. Palaseyed	4/22/08
5	CIP/CM	<i>[Signature]</i>	4/4/08		DOCKET COORD:	<i>[Signature]</i>	COUNCIL LIAISON <i>[Signature]</i> for EOP 5/21/08
6	AUDITOR	<i>[Signature]</i>	4/8/08		COUNCIL PRESIDENT	<input type="checkbox"/> SPOB <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION	
7	DEPUTY CHIEF	<i>[Signature]</i>	4/9/08		COUNCIL DATE:	5/13/08	

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

1. Authorizing the Mayor or his designee to execute a Fifth Amendment to the Agreement with URS Corporation in the amount of \$84,000 for additional construction support done during construction for CIP 52-517.0, Carmel Valley Road Enhancements Project; and
(Continued)

11A. STAFF RECOMMENDATIONS: ADOPT THE RESOLUTION(S)

12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.)
COUNCIL DISTRICT(S): 1 (Scott Peters)
COMMUNITY AREA(S): Torrey Pines
ENVIRONMENTAL IMPACT: This activity is covered under LDR No. 98-0718, Carmel Valley Road Enhancements. The activity is adequately addressed in the environmental document and there is no change in circumstance, additional information, or project changes to warrant additional environmental review. Because the prior environmental documents adequately covered this activity as part of the previously approved project, the activity is not a separate project for purposes of CEQA review per CEQA Guidelines Section §15060 (c)(3) and 15378 (c).

ATTACHMENTS: Fifth Amendment with URS, Previous Consultant Amendments with URS, and Location Map.

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

Upon Council approval, please forward a copy of the Resolution to Nitsuh Abera, Right of Way Division, MS 907.

2. Authorizing the expenditure of \$84,000 from Fund 30300, TransNet, CIP 52-517.0, Carmel Valley Road Enhancements Project, for the purpose of executing the Fifth Amendment to Agreement with URS Corporation, provided that the City Auditor and Comptroller first furnishes a certificate demonstrating funds are available; and

CITY ATTORNEY
08 APR 14 PM 4:06

3. Authorizing the City Auditor and Comptroller, upon advice from the administering department, to return excess funds, if any, to the appropriate reserves.

CIVIL DIVISION

000108

08 APR 14 PM 4:06

REPORT TO THE CITY COUNCIL
EXECUTIVE SUMMARY SHEET

FISCAL CONSIDERATIONS:

The total fee for providing services under this Amendment is \$84,000.00. Total Consultant Agreement will be \$1,370,360.00. Funds are available in Fund 30300, TransNet, CIP 52-517.0, Carmel Valley Road Enhancements Project.

PREVIOUS COUNCIL COMMITTEE ACTION:

The original contract with URS Corporation was executed in June 19, 1997 (R-288869). First Amendment was executed in September 8, 1998 (R-290645). Second Amendment was executed in September 18, 2000 (R-293830). Third Amendment was executed in March 18, 2002 (R-296199). Fourth Amendment was executed in September 26, 2005 (O-19414).

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

This project was coordinated with Torrey Pines Planning Group, California Department of Parks and Recreation and Carmel Valley Road Task Force.

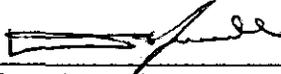
KEY STAKEHOLDERS:

URS Corporation, California Department of Parks and Recreation.

EQUAL OPPORTUNITY CONTRACTING:

Funding Agency:	City of San Diego (TransNet)
Goals:	15% Voluntary (MBE/WBE/DBE/DVBE/OBE) [Note: Per the previously approved agreement amount of \$1,286,360.00, the subcontractor participation was 19.41% (see attached EOCP evaluation for breakdown). With this current action, the subcontractor participation is 18.22%.]
Subconsultant Participation:	None for this action. Due to the nature of the work required for construction support services, subconsultant services were not utilized.
Other:	Workforce Report Submitted – Equal Opportunity Plan was required. Staff has monitored plan and insured adherence to Nondiscrimination Ordinance.


 Patti Boekamp
 Director of Engineering & Capital Projects


 David Jarrell
 Deputy Chief of Public Works

000111

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

AC 2800702
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: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										

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: _____ \$84,000.00

Vendor: URS Corporation

Purpose: Authorizing the expenditure of funds to execute a Fifth Amendment to the Agreement for additional construction support for Carmel Valley Road Enhancements Projects. CIP 52-517.0

Date: April 8, 2008 By: _____

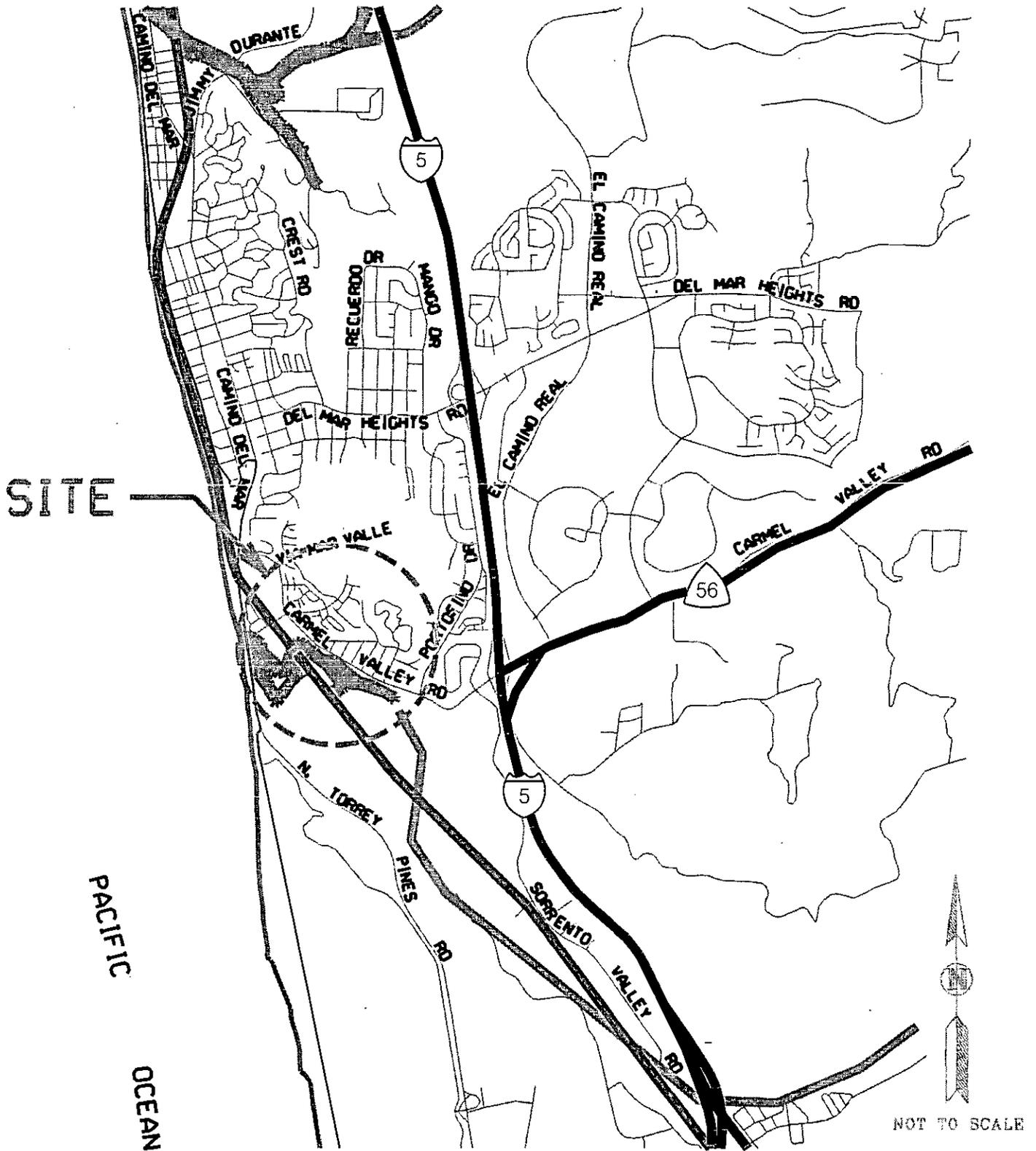
AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0		30244	107	4279	525170				\$84,000.00
TOTAL AMOUNT										\$84,000.00

FUND OVERRIDE

000113

CARMEL VALLEY ROAD ENHANCEMENTS



LOCATION MAP

000115

CLERK'S FILE COPY

(R-97-1358)

121

RESOLUTION NUMBER R- 288869

ADOPTED ON JUN 30 1997

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, an agreement with BRW Engineering Company, to provide professional services for the preliminary design and environmental assessment for the Carmel Valley Road Enhancement Project, under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR- 288869.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$250,000 from CIP 52-517.0, Carmel Valley Road - 300 feet east of Portofino to Del Mar City Limits, of which \$250,000 is in TransNet Fund 30300, is hereby authorized, solely and exclusively for the purpose of providing funds for the above project.

APPROVED: CASEY GWINN, City Attorney

By 
Jacqueline Mittelstadt
Deputy City Attorney

JM:pev
6/3/97
Aud. Cert: 9701164
Or. Dept. E&CP
R-97-1358
Form=auagr.frm

ORDINANCE NUMBER O-_____ (NEW SERIES)

DATE OF FINAL PASSAGE _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING A FIFTH AMENDMENT TO AN AGREEMENT FOR THE CARMEL VALLEY ROAD ENHANCEMENT PROJECT IN THE TORREY PINES COMMUNITY PLANNING AREA.

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

Section 1. That the Mayor be and he is hereby authorized and empowered to execute, for and on behalf of said City, an agreement with URS Corporation, for additional construction support done during the construction for CIP 52-517.0, Carmel Valley Road Enhancements Project 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 City Mayor shall deem necessary from time to time in order to carry out the purposes and intent of this project and agreement.

Section 2. That the expenditure of an amount not to exceed \$84,000 from Fund 30300, Transnet, CIP 52-517.0, Carmel Valley Road Enhancements Project, is authorized for the purpose of providing funds for the above referenced Project, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds necessary for expenditures are, or will be, on deposit with the City Treasurer.

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

000118

Section 4. That this activity is covered under LDR No. 98-0718, Carmel Valley Road Enhancements. The activity is adequately addressed in the environmental document and there is no change in circumstance, additional information, or project changes to warrant additional environmental review. Because the prior environmental documents adequately covered this activity as part of the previously approved project, the activity is not a separate project for purposes of CEQA review per CEQA Guidelines Section 15060(c)(3) and 15378(c).

Section 5. That a full reading of this ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 6. 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 
Ryan Kohut
Deputy City Attorney

Rk:cfq
04/30/08
Or.Dept:E&CP
Aud.Cert.: 2800702
O-2008-148

000119

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

000121

FIRST AMENDMENT TO AGREEMENT

This Amendment is made and entered into as of the 8th day of September, 1998, as the First Amendment to Agreement dated June 30, 1998, by and between THE CITY OF SAN DIEGO, a municipal corporation, and BRW, Inc., herein called "Consultant."

RECITALS

- A. The parties entered into an Agreement as of June 30, 1998, for the design of the Improvements to Carmel Valley Road;
- B. The City desires to extend that Agreement to expand the scope of work to include preparation of an Environmental Impact Report (EIR);
- C. BRW agrees to the extension, additions to the scope of work, and price for consulting fees hereunder.

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 CITY and BRW agree as follows:

- 1. The parties agree to the "EIR Work" (EIR Work) dated January 27, 1998, a copy of which is attached hereto and incorporated herein by reference.

- 2. ADD "Section 3-1.2:

3-1.2. Consultant shall not proceed with the EIR Work until City Council has authorized the expenditure of \$300,000 for these Professional Services. City shall notify Consultant in writing when such authorization has been made. Total fees paid for Consultant's services on the

EIR Work shall not exceed \$300,000 without a written Amendment to the Agreement signed by both City and Consultant.

3. ADD Section 3-4: Payment Schedule for EIR Work:

3-4. Payment Schedule for EIR Work

3-4.1 **Base Fee:** For Consultant's services as described in Section I, a base fee of \$260,049 shall be paid based on the following percentages:

3-4.1.1. Completion of Base Services (CEQA Issue Areas), Parking Utilization Study, Visual Simulations, and Engineering Support tasks described in the EIR Work, including submittal of screencheck draft technical reports, fifty-one percent (51%) of base fee, or \$132,625.

3-4.1.2. Submittal of first Screencheck Draft EIR, ten percent (10%) of base fee, or \$26,005.

3-4.1.3. Submittal of second Screencheck Draft EIR, eight percent (8%) of base fee, or \$20,804.

3-4.1.4. Submittal of third Screencheck Draft EIR, eight percent (6%) of base fee, or \$15,603.

3-4.1.5. Submittal of Draft EIR for public circulation, three percent (3%) of base fee, or \$7,801.

3-4.1.6. Submittal of Final EIR for approval, eighteen percent (18%) of base fee, or \$46,809.

3-4.1.7. Completion of specified tasks associated with City and State Coastal Commission discretionary permits, an additional four (4%) of base fee, or \$10,402."

4. ADD Section 3-3.6 Additional Services for EIR Work:

3-3.6 **Additional Services for EIR Work:** If the City requires additional services for the EIR Work, Consultant shall be paid additional sums as agreed by the Consultant and Project Manager. Such sums shall either be for lump sum or for the actual hours worked based on the hourly costs as listed in Attachment "A," and such other expenses as may be required. Such other expenses shall only be incurred with prior written approval, in writing, from the Project Manager. The aggregate amount paid to Consultant for additional services shall not exceed \$39,951.

5. The parties agree that this First Amendment represents the entire understanding of BRW and THE CITY OF SAN DIEGO regarding the EIR Work and that all other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Agreement is executed by The CITY OF SAN DIEGO, acting by and through its City Manager pursuant to San Diego Municipal Code section 22.0209, and by BRW.

Dated this _____ day of SEP 08 1998, 1998

THE CITY OF SAN DIEGO

By [Signature]
City Manager

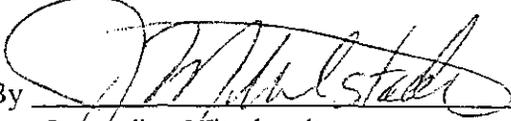
BRW

By R.F. Kiesling
R.F. KIESLING
VICE PRESIDENT

000124

I HEREBY APPROVE the form and legality of the foregoing Second Amendment on this
____ day of SEP 08 1998, 1998.

CASEY GWINN, City Attorney

By 
Jacqueline Mittelstadt,
Deputy City Attorney

JM:pev
2/17/98

000125



January 27, 1998

B R W INC.

Mr. Jerry McKee
City of San Diego
Engineering & Development Department
1010 Second Avenue, Suite 1200
San Diego, CA 92101

RE: Carmel Valley Road Enhancement Project – EIR Scope of Work

Dear Mr. McKee,

As we discussed by phone conversation of 27 January 1998, attached is the revised Scope and Fee for the CEQA portion of the Carmel Valley Enhancement Project. This revision is based on verbal comments from phone conversations of 21 and 22 January 98 with Trina Abbott of your office.

Planning
Transportation
Engineering
Urban Design

If you have questions or need additional information, I can be reached at 557-0580.

701 B Street
Suite 850
San Diego,
CA 92101
619/557-0580
Fax 619/557-8307

Sincerely,

BRW, Inc.

A handwritten signature in dark ink that reads 'R. F. Kiesling'. The signature is written in a cursive, slightly slanted style.

R. F. Kiesling, PE
Project Manager

Denver
Milwaukee
Minneapolis
Orlando
Phoenix
Portland
San Diego
Seattle

Carmel Valley Road Enhancement Project
Environmental Impact Report
Scope of Work
 January 27, 1998

BASE SERVICES

CEQA COMPLIANCE

General Services

Dames & Moore, a subcontractor to BRW, will prepare the Draft and Final EIR in accordance with the requirements of the California Environmental Quality Act (CEQA) (PRC21000 et. seq.), CEQA Guidelines (12 Cal Code Regs. 15000 et. seq.), and the City of San Diego CEQA Guidelines.

The EIR will evaluate the actions recommended by the Task Force for the enhancement of Carmel Valley Road (CVR). Based on the discussions with the City, the following issues are anticipated for inclusion in the EIR.

- | | |
|-------------------------------|--------------------------------------|
| ▪ Biological Resources | ▪ Hydrology/Water Quality/Drainage |
| ▪ Land Use | ▪ Noise |
| ▪ Cultural Resources | ▪ Public Safety |
| ▪ Paleontological Resources | ▪ Landform Alteration/Visual Quality |
| ▪ Traffic/Circulation/Parking | ▪ Recreation |
| ▪ Geology/Soils | |

For purposes of this EIR, the project consists of certain specified enhancements to CVR from the Del Mar City limit to Sorrento Valley Road, and design options to be considered for two segments along the roadway. The design options concern parking between Del Mar Scenic Parkway and Via Aprilla and combinations of roadway enhancements that may be accommodated between Via Donada and Portofino Drive (see description below). Use of the term "design options" will allow the roadway enhancements under consideration as part of the project to be distinguished from the alternatives (No Action, Minimal Actions, Key Actions, and Comprehensive Actions). The alternatives will be evaluated in accordance with CEQA Section 15126(d).

The enhancements to CVR from the Del Mar City limits to Portofino Drive include the following existing and proposed roadway features:

1. One traffic lane in each direction.
2. Road repair and resurface.

000128

Carmel Valley Road Enhancement Project
Environmental Impact Report
Scope of Work
January 27, 1998

3. Class II bike lane on both sides of the roadway consisting of:
 - Striped bike lanes adjacent to vehicle travel lanes, and
 - Signage.
4. Stop signs at Via Grimaldi and Via Aprilla (existing).
5. Pedestrian pathway on both sides of the roadway including:
 - Continuous sidewalk on the north side, and
 - "Hard surface" pedestrian facility on the south side from the Del Mar City limits to Via Grimaldi.
6. Drainage and sediment control improvements provided that:
 - No improvements are located within the Lagoon,
 - Existing cross drains are removed and area restored, and
 - Sediment control structures are placed under the road concurrent with reconstruction/resurfacing of the roadway.
7. Parking pockets along the south side of the road within the following segments:
 - Del Mar City Limits to Del Mar Scenic Parkway, and
 - Via Aprilla to Via Donada.
8. No street parking on north or south side from Via Donada to Portofino.
9. Underground utilities (coordinate relocation of utilities with current SDG&E application).
10. Decorative pavement at intersections within the business district.
11. Street lighting provided that:
 - Street lighting is located on the north side only, and
 - Low wattage or other white lighting, meeting "dark sky" requirements.
12. Re-vegetation of selected areas on the south side of native plants.
13. Signage consisting of:
 - Entrance/identification signage at both east and west ends of the project, and
 - Removal/reduction of signs on the south side of the road.
14. Investigate feasibility of peak time shuttle service.

Carmel Valley Road Enhancement Project Environmental Impact Report

Scope of Work

January 27, 1998

The design options to be evaluated as part of the project description and at the same level of detail as the proposed roadway features (listed above) are:

Road Segment: Del Mar Scenic Parkway to Via Aprilla

Three design options for the parking:

- Parking on the north side only
- Parking on both sides of the road (current situation)
- No parking on north or south sides

Road Segment: Via Donada to Portofino Drive

Three footprint design options at Portofino Drive intersection:

- One traffic lane each direction
Curb and gutter on both sides
Sidewalk on north side
- One traffic lane each direction
Curb and gutter on both sides
Sidewalk on north side
Class II bike lanes each direction
- One traffic lane each direction
Curb and gutter on both sides
Sidewalk on north side
Class II bike lanes each direction
Left turn lane for eastbound traffic

Specific Services

The EIR will be prepared utilizing existing conditions information obtained in Phase 1 of the Project. The technical reports prepared in Phase I will be incorporated by reference as appropriate, and included as appendices to the EIR. Any additional analysis necessary for the CEQA evaluation will be conducted during the EIR phase and incorporated within both the relevant sections of the EIR document and technical reports. All of the EIR sections described below will include a description of the existing setting, impacts (direct, indirect, and cumulative), determination of impact significance, and mitigation measures for significant impacts.

Carmel Valley Road Enhancement Project Environmental Impact Report

Scope of Work

January 27, 1998

Biological Resources — Merkel & Associates will prepare this section of the EIR based on the previously prepared opportunities and constraints report. The report will be included as an appendix to the EIR. The EIR text would summarize the existing biological conditions including the vegetation communities along with a review of the representative flora and fauna. A particular emphasis will be made with respect to habitats or species listed as sensitive by various federal, state, or local (MSCP, etc.) agencies or conservation groups. This includes discussion of sensitive species which were not documented during the recent field work but are either historically known from the vicinity or have a potential for occurrence based upon the presence of suitable habitat. The EIR section would also address the expected impacts which would occur under each of the alternative development scenarios and provide recommendations to avoid, minimize, or mitigate impacts to sensitive resources such as wetlands and coastal sage scrub vegetation. This will include analysis appropriate to the recently approved MSCP program, including Environmentally Sensitive Lands (ESL) regulations.

Land Use — This section of the EIR will include a discussion of existing land uses and zoning in the vicinity of the proposed project (City of San Diego and City of Del Mar). Adopted plans and policies (i.e., Torrey Pines Community Plan, Local Coastal Program, etc.) which guide development in the area will be identified and discussed, as well as any permits which would be required to demonstrate compliance with such plans. The focus of the land use evaluation will be on whether the proposed project is consistent with the environmental goals and objectives of relevant plans and policies.

Cultural Resources — A technical report and EIR section will be prepared to determine if significant cultural resources exist in the study area and whether or not the CVR project would impact such resources. Building on information gathered in Phase I, data will also be checked with records at the Museum of Man and a site (field) survey.

Paleontological Resources — The Paleontological evaluation section in the EIR will be prepared utilizing site information collected during Phase I. The EIR section will address if and how the CVR project would impact paleontological resources.

Traffic, Circulation and Parking — BRW will prepare the Traffic/Circulation/Parking section of the EIR. A technical report will also be prepared and included as an appendix to the EIR document. The analyses will include the following:

- **Traffic Analysis:** The existing Carmel Valley Road Baseline Traffic Conditions Analysis Technical Report will be updated and amended to fulfill the needs of the Carmel Valley Road EIR. As a part of this update, BRW will perform the following activities:
 - (1) attendance at three meetings with City of San Diego traffic engineering staff;

Carmel Valley Road Enhancement Project

Environmental Impact Report

Scope of Work

January 27, 1998

- (2) incorporation of the preferred alternative and design options identified by the project Task Force;
 - (3) analysis of the impacts to Carmel Valley Road due to the three Sorrento Valley Road operations options;
 - (4) detailed analysis of traffic operations and safety considerations for the intersection of Portofino Drive/Carmel Valley Road given the potential enhancement options reviewed by the project Task Force; and
 - (5) documentation of traffic analysis results and inclusion in a revised Carmel Valley Road Traffic Analysis.
- **Parking Analysis:** BRW will prepare a parking inventory and analysis of project parking impacts, the results of which will be utilized to prepare this section of the EIR. The parking study will include a complete inventory of existing parking available within the study area, including private commercial and State Reserve parking. The study will then evaluate the number of parking spaces removed under the Preferred Project Alternative and design options. Research regarding parking arrangements documented in commercial building permits, as well as parking demand based on regional parking standards, will be conducted to determine adequacy of remaining parking supply. The study will ultimately present recommendations regarding necessary mitigation measures to assure adequate parking remains for land uses in the study area.

Geology and Soils — Drawing upon the technical studies conducted during Phase I, Dames & Moore will prepare the stand-alone technical report and CEQA section which addresses impacts from/to geology and soils. The EIR will address soil types, erosion potential, seismic conditions, and geotechnical hazards. The technical report will be included as an appendix to the EIR document.

Hydrology, Water Quality, and Drainage — BRW will prepare this section of the EIR and a stand-alone technical report drawing upon the technical analyses prepared during Phase I. The EIR will describe existing surface water hydrology including the Los Penasquitos Lagoon. The potential for flooding and existing flood protection/drainage features will be described. Sediment, sediment storage areas, and groundwater will also be described. The impact analysis will focus on the drainage features, sedimentation and water quality. The technical report will be included as an appendix to the EIR document.

Noise — A noise section for the EIR will be prepared which will assess potential noise impacts associated with the proposed project. The section will be prepared in accordance with City of San Diego noise assessment procedures, incorporated in the EIR as an appendix, and summarized in the EIR. The noise assessment will include the identification of noise sensitive receptors in the vicinity of the proposed project. The location of these receptors will be plotted on the project base map.

Carmel Valley Road Enhancement Project

Environmental Impact Report

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January 27, 1998

Receptor locations will focus on adjacent residences, and noise sensitive wildlife habitat. The ambient noise environment at sensitive receptors in the vicinity of the project will be quantified by short-term (one hour) sound level measurements at up to 4 locations. All measurements will be conducted using a calibrated type 2 integrating sound level meter that conforms to the American National Standards Institute (ANSI) requirements. The analysis will include the identification of applicable federal, state, and local noise codes and criteria.

Noise levels associated with vehicular traffic will be estimated by computer noise modeling using the Caltrans Vehicular Traffic Noise Prediction Model with California noise emission factors. Modeling will be performed for existing and the future project and no project conditions. The results of the modeling effort will identify noise levels in tabular format at noise sensitive receptors. Noise levels from construction equipment will be estimated based on a typical equipment list. Acoustical calculations will be performed for project noise levels to sensitive receptors. Measures to mitigate construction noise will be recommended as necessary. These measures may include alternative equipment, modification of construction hours, mechanical noise reduction devices, or portable barriers.

Public Safety — This section of the EIR will discuss the issues of public safety associated with the roadway improvements and proposed bicycle path. Specifically, the EIR will address the extent to which public safety would be jeopardized for vehicles, pedestrians, or bicyclists as a result of project implementation. The analysis will discuss any support facilities and/or necessary safety features proposed for the project.

Recreation — This section will discuss the existing recreational resources in the CVR project area and what effect the proposed project is expected to have on recreational users such as bicyclists, joggers, and walkers. The proposed bikepath as well as any signage along the lagoon will be assessed for their effect on recreational opportunities, and possible mitigation measures (i.e., a traffic control plan regarding public access issues) will be analyzed to reduce project impacts. It will include an impact analysis to determine how the project may impact parking usage and how it may encroach upon an existing access way used by the public or proposed public access identified in the adopted Community Plan.

Landform Alteration/Visual Quality — KTU+A will prepare the visual, aesthetic and landform quality impact assessments. The visual impact assessment will be accomplished utilizing a combination of City of San Diego CEQA aesthetic guidelines, and Federal Highway Administration visual quality impact assessment guidelines. Generally speaking, proposed CVR enhancement project and design options are not expected to result in significant visual and landform impacts. Rather, some aspects are more likely to increase the visual quality of the area, since the vast majority of the public always prefers open water, wetlands and natural areas compared to disturbed areas.

[REDACTED]

Carmel Valley Road Enhancement Project
Environmental Impact Report
Scope of Work
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Potential impacts could occur with the proposed project resulting in lagoon encroachment, if they appear unnatural in form or utilize non-vegetated surface and slopes.

KTU+A proposes to approach the aesthetic impact assessment as follows:

- 1) determine the visually significant elements of the proposed project and design options;
- 2) map the existing visual quality, character, and sensitivity to change in the area;
- 3) delineate the viewshed of the major prominent visual features;
- 4) analyze viewer groups in the area and catalogue candidate key views;
- 5) prepare visual simulations showing the visual affects of major visual features as seen from selected key view location; (optional services);
- 6) determine the visual contrast of the project alternatives and/or design options and determine the level of significance of view quality, visual quality, landform quality and community character; and
- 7) recommend mitigation measures to help reduce the level of these impacts.

Growth Inducement — The EIR will address the project's potential to foster growth in the surrounding area, consistent with the State CEQA Guidelines.

Cumulative Effects — In accordance with CEQA Guidelines, the EIR will include a discussion of cumulative impacts. Dames & Moore will work closely with the City Engineering and Development Services Departments to identify development projects with the potential to produce cumulative impacts.

Effects Found Not To Be Significant — This section of the EIR will briefly discuss the environmental issue areas for which it was found during the Initial Study that there would be no significant impacts.

CEQA Alternatives Analysis — As a result of the City's community participation program, the Carmel Valley Road Task Force concluded that the three design options for parking from Del Mar Scenic Parkway to Via Aprilla, and three project footprint design options from Via Donada to Portofino Drive would be evaluated at an equal level of detail for the EIR. These road segment design options were described earlier in this scope of work. Upon receiving the City's Notice to Proceed, Dames & Moore will work with the City staff to determine the preferred document format to reflect this analysis.

In the Alternatives section of the EIR document, a qualitative evaluation will be provided of the following project alternatives 1) No Action/Project; 2) Minimal Actions Alternative; 3) Key Actions Alternative; and 4) Comprehensive Actions Alternative.

Carmel Valley Road Enhancement Project
Environmental Impact Report
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Mitigation Monitoring and Reporting Program — Each evaluative section of the EIR will provide appropriate mitigation measures, which would lessen or avoid a potentially significant impact. Dames and Moore will also prepare a separate mitigation monitoring and reporting program in accordance with the preferred City format, for inclusion in the Final EIR document. At a minimum, this program will identify: 1) the department responsible for monitoring; 2) the monitoring and reporting schedule; and 3) the completion requirements.

Technical Reports — The consultant team will prepare the following stand-alone CEQA technical reports for the following issue areas: 1) Geology/soils; 2) Hydrology/Water Quality/Drainage; 3) Traffic/Circulation/Parking; 4) Biological Resources; and 5) Cultural Resources. The City will conduct four reviews of the technical reports and provide the consultant team with review comments for incorporation.

Screencheck and Draft EIRs — Based on the technical reports and analyses completed as described above, Dames & Moore with the input of BRW and Merkel & Associates, will prepare one administrative draft for City Engineering review, and three screencheck draft EIRs for Engineering and Development Services review. The administrative and screencheck drafts will be prepared in the format identified by the City of San Diego. Mitigation measures, as appropriate, will be incorporated in the text of the administrative, screencheck and Draft EIR documents. Based on comments from the City, Dames & Moore, BRW, and Merkel & Associates will revise the administrative and screencheck draft EIRs and prepare the Draft EIR for public review.

Final EIR — Following completion of the public review period, two screenchecks and the Final EIR will be prepared for City review, including preparation of responses by Dames & Moore of up to 100 comments received during the public review period. The two screenchecks including the draft responses will be revised by Dames & Moore based on City staff comments to produce the Final EIR. A separate Mitigation Monitoring and Reporting Program (MMRP) will be prepared as a separate document for inclusion in the Final EIR.

Assumptions

The following is a list of assumptions used to prepare the scope and cost for the environmental evaluations associated with the proposed project.

- Through the NOP process, some potential issues may be added or eliminated from the CEQA document evaluation; if so, the contract scope and cost would be modified as appropriate to reflect any changes.

Carmel Valley Road Enhancement Project

Environmental Impact Report

Scope of Work

January 27, 1998

- The cost proposal assumes the preparation of no more than one administrative and three screencheck drafts prior to preparation of the Draft EIR for public review, and two screencheck Final EIRs prior to preparation of the Final EIR.
- Because the number of public comments on the Draft EIR cannot now be known, the attached cost estimate assumes 100 comments at an average cost of \$100.00 per comment response.
- It is assumed that there will be four meetings with the City and two hearings during this process. Additional meetings are shown as Optional Services.

Schedule for Completion of Final EIR/MMRP: 12 months.

OTHER SERVICES

Permitting Support

The consultant team will work with the City to identify additional permits required. These permits may include the following: 404 permit issued by the Army Corps of Engineers; RWQCB 401 Water Quality Certification; and a Streambed Alteration agreement issued by the California Department of Fish and Game. Costs associated with obtaining any permit specified in this section would be negotiated as an additional cost and require a contract amendment.

BRW, Dames & Moore, and Merkel & Associates will assist the City in obtaining the Coastal Development Permit through the City of San Diego Development Services Department. The BRW team will assist the City in gathering information to prepare the application package by utilizing the submittal requirement matrix as a guide and providing the necessary documentation (i.e., site plans, blueprints depicting grading, landscaping, elevations, etc.) as required for submittal to the Development Service Department. In addition, BRW, Dames & Moore, and Merkel & Associates will assist the City in the following tasks: preparation of a California Parks Temporary Use permit application package utilizing existing information; assist the City in preparing the application package for a NPDES permit. This scope assumes participation at up to two meetings with City staff as well as State Parks staff to determine the disposition of State Parks land in the project study area.

Schedule: As required.

Carmel Valley Road Enhancement Project
Environmental Impact Report
Scope of Work
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Engineering (EIR Support)

BRW will develop preliminary designs as necessary to support the EIR. Design services are anticipated for roadway storm drain system, storm drain outlet protection and traffic control concept and construction staging plan.

Schedule: As required.

Task Force Meetings

BRW and the Rick Alexander Company will set up and conduct two Task Force meetings to keep the Task Force up-to-date on the status of the EIR and to solicit feedback of any issues. "Set up" includes all mailings, room rental, agenda, and minutes while "conducting" includes facilitating and presenting information from the subconsultants.

Schedule: As required.

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CARMEL VALLEY ROAD ENHANCEMENT PROJECT
ENVIRONMENTAL IMPACT REPORT

ESTIMATED CONSULTANT FEES

27-Jan-98

<u>ITEM</u>	<u>BRW</u>	<u>D&M</u>	<u>KTU+A</u>	<u>MERKEL</u>	<u>TOTAL</u>
BASE SERVICES					
CEQA ISSUE AREAS					
1. Proj. Description & Design Options	\$ 864.00	\$ 4,956.00			\$ 5,820.00
2. Land Use		\$ 4,200.00			\$ 4,200.00
3. Geology/Soils (Tech. Report)		\$ 3,448.00			\$ 3,448.00
4. Hydrology/Water Qual. (Tech. Report)	\$ 4,212.00	\$ 2,016.00			\$ 6,228.00
5. Noise		\$ 6,712.00			\$ 6,712.00
6. Traffic/Parking (Tech. Report)	\$ 16,440.00	\$ 2,520.00			\$ 18,960.00
7. Biological Resources (Tech. Report)		\$ 1,680.00		\$ 4,041.00	\$ 5,721.00
8. Cultural Resources (Tech. Report)		\$ 6,360.00			\$ 6,360.00
9. Paleontology		\$ 3,126.00			\$ 3,126.00
10. Public Safety		\$ 2,520.00			\$ 2,520.00
11. Recreation		\$ 4,200.00			\$ 4,200.00
12. Landform Alt./Visual Resources		\$ 1,680.00	\$ 8,420.00		\$ 10,100.00
13. CEQA Alternatives	\$ 864.00	\$ 4,368.00			\$ 5,232.00
14. Growth Inducement		\$ 1,680.00			\$ 1,680.00
15. Cumulative Impacts		\$ 2,520.00			\$ 2,520.00
16. Other Req'd CEQA Sections		\$ 4,200.00			\$ 4,200.00
SUB-TOTAL	\$ 22,380.00	\$ 56,186.00	\$ 8,420.00	\$ 4,041.00	\$ 91,027.00
CEQA PROCESSING					
1. Administrative Draft EIR		\$ 13,440.00			\$ 13,440.00
2. Tech. Reports Review (5 reviews)	\$ 5,480.00	\$ 7,328.00		\$ 3,800.00	\$ 16,608.00
3. Screencheck DEIR #1 (4 copies)		\$ 11,424.00			\$ 11,424.00
4. Draft Mitigation Monitoring Prog.		\$ 3,360.00			\$ 3,360.00
5. Screencheck DEIR #2 (4 copies)		\$ 5,208.00			\$ 5,208.00
6. Screencheck DEIR #3 (4 copies)		\$ 5,208.00			\$ 5,208.00
7. Draft EIR (150 copies)		\$ 4,200.00			\$ 4,200.00
8. Response to Comments (100 ea.)	\$ 1,000.00	\$ 10,000.00		\$ 1,000.00	\$ 12,000.00
9. Screencheck FEIR #1 (4 copies)		\$ 13,440.00			\$ 13,440.00
10. Screencheck FEIR #2 (4 copies)		\$ 9,324.00			\$ 9,324.00
11. Final Mitigation Monitoring Prog.		\$ 2,100.00			\$ 2,100.00
12. Final EIR (50 copies)		\$ 4,200.00			\$ 4,200.00
13. QA/QC		\$ 5,040.00			\$ 5,040.00
14. Hearings (2ea @ 4hr)	\$ 800.00	\$ 840.00			\$ 1,640.00
15. Meetings (4ea @ 3hr)	\$ 1,200.00	\$ 1,260.00	\$ 1,200.00		\$ 3,660.00
16. Other Direct Costs		\$ 850.00			\$ 850.00
17. Printing DEIR/EIR (220cy x 270pgs @ .10)		\$ 5,940.00			\$ 5,940.00
18. Printing Tech. Reports (10 copies)	\$ 300.00	\$ 200.00			\$ 500.00
19. Graphics	\$ 4,200.00	\$ 2,100.00			\$ 6,300.00
20. Word Processing	\$ 800.00	\$ 3,000.00			\$ 3,800.00
21. Equipment Usage Fee		\$ 650.00			\$ 650.00
SUB-TOTAL	\$ 13,780.00	\$ 109,112.00	\$ 1,200.00	\$ 4,800.00	\$ 128,892.00
OTHER SERVICES					
1. Engineering (EIR Support)	\$ 3,600.00				\$ 3,600.00
2. Task Force Meetings (2ea @ 4hr)	\$ 4,600.00	\$ 630.00			\$ 5,230.00
3. Permitting Support	\$ 3,600.00	\$ 3,600.00		\$ 3,600.00	\$ 10,800.00
SUB-TOTAL	\$ 11,800.00	\$ 4,230.00		\$ 3,600.00	\$ 19,630.00
TOTAL	\$ 47,960.00	\$ 169,528.00	\$ 9,620.00	\$ 12,441.00	\$ 239,549.00
ADDITIONAL SERVICES					
1. Phase I Soils					\$ 20,500.00
				GRAND TOTAL	\$ 260,049.00

SECOND AMENDMENT TO AGREEMENT

This Amendment is made and entered into as of the 31st day of July, 2000, as the Second Amendment to Agreement dated June 30, 1997, by and between the CITY OF SAN DIEGO, a municipal corporation, herein called "City", and BRW, Inc., herein called "Consultants."

RECITALS

- A. The parties entered into an Agreement as of June 30, 1997, Consultant to provide professional engineering services for the preliminary design of the improvements to Carmel Valley Road.
- B. The City desires to amend that Agreement to expand the Scope of Work to include additional environmental and design services.
- C. Consultant agrees to the extension, addition to the Scope of Work and price for the consulting fees hereunder.

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 City and BRW, Inc. Engineering agree as follows:

- 1. The parties agree to amend the Scope of Services, as defined in Exhibit A of the Agreement, to add the scope as defined in the Proposal from BRW, Inc. dated July 31, 2000, a copy of which is attached to this Second Amendment and incorporated herein by reference as Exhibit A to the Second Amendment.
- 2. AMEND Section 1.1 to DELETE \$250,000, and INSERT \$200,000.
- 3. AMEND Section 3.2 to DELETE in its entirety and INSERT "BASE PAYMENT" 3-2.1

Base Fee: For consultants services as described in Exhibit A of the Amendment, a base of

DOCUMENT NO. KK 293830

FILED SEP 18 2000
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

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one hundred and twenty nine thousand address (\$129,000) shall be paid.

4. AMEND Section 3-3.1 to DELETE \$35,025 and INSERT \$71,000.

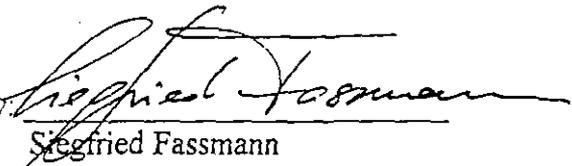
IN WITNESS WHEREOF, this Second Amendment to the Agreement is executed by the CITY OF SAN DIEGO, acting by and through its City Manager pursuant to San Diego Municipal Code Section No. 22.3223, and by Consultant.

Dated this _____ day of SEP 18 2000, 2000.

THE CITY OF SAN DIEGO
a municipal corporation

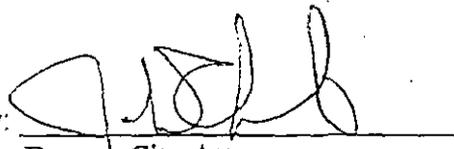
By: 
Patti Boekamp, Director

BRW, Inc.
A Division of URS Corp.
A California Corporation

By: 
Siegfried Fassmann

I HEREBY APPROVE the form and legality of the foregoing Second Amendment on this 6 day of October, 2000.

CASEY GWINN, City Attorney

By: 
Deputy City Attorney

SEP 18 2000

R 293830

**Scope of Work
For Second Amendment to Agreement
Carmel Valley Road Enhancements Project
Environmental Impact Report
Prepared July 17, 2000**

Task 1.1 - Cultural Resource Evaluation/Testing

A Phase I Cultural Resources Survey, including existing data reviews and a pedestrian survey of the project area, identified three prehistoric archaeological sites possibly located within the Area of Potential Effect (APE) for the present project. Of these three sites, portions of one site (SDMM-W-21) have been previously determined significant. A second site (SDMM-W-29) was not located during the Phase I survey but was indicated in the area in the existing data review. A third site (SDMM-W-20) previously determined significant, is indicated to be outside the APE but may extend into the project area.

In response to Environmental Analysis Section's (EAS) request, Dames & Moore will conduct testing along Carmel Valley Road between Portofino Drive and Del Mar Scenic Parkway to determine the presence/absence of archeological intact deposits within the APE. If intact deposits are found to exist within the APE, then a research design and data recovery program for mitigation of project impacts will be prepared. If deposits are located, significance evaluations will be required. If found significant, and the site is within the project area, effects to the site will also have to be mitigated.

Task 1.2 - Wetlands Revegetation Mitigation Plan

In response to EAS's request, Merkel & Associates will prepare a conceptual wetlands revegetation mitigation plan, for the proposed improvements alternative. The plan will follow the City of San Diego Biological Guidelines (dated 11/97). The plan will include conceptual grading plans, consideration for hydrology and flood flows, revegetation planting plans and materials and a maintenance and monitoring program. The plan will address the following elements specific to the implementation of the plan.

- Potential Mitigation Opportunities
- Conceptual Grading plan
- Conceptual Planting Plan
- Conceptual Irrigation Plan
- Conceptual Site Protection and Maintenance Program
- Conceptual Monitoring and Reporting Program

Task 1.3 – Traffic Control Plans for Cultural Resource Field Collection of Samples

BRW will prepare traffic control plans in accordance with City of San Diego Work Zone Traffic Control Requirements, to allow Dames & Moore field crews to collect archeological samples, for evaluation and testing. It is anticipated that one lane closure may be necessary to allow field personnel to conduct collection efforts, in the areas identified for archeological testing by EAS. Dames & Moore (or its subcontractor) will provide personnel for one-way traffic control flagging and distribution and collection of all traffic control devices. All temporary traffic control signs will be provided by Dames & Moore (or its subcontractor). BRW will gain acceptance and approval of the traffic control plan permit from the Traffic Engineering Division.

Task 1.4 – Additional Engineering Support and Preparation of Engineering Graphics for EIR

At the request of EAS, BRW will prepare color engineering drawing graphics in 11"x17" format, based on the 15% complete conceptual engineering plan and profile drawings BRW prepared for the Carmel Valley Road Task Force meetings in 1997-98. The engineering drawing graphics will be prepared for all three EIR alternatives under consideration. The graphics will consist of plan/profile drawings, typical sections, key map and title sheet for each alternative.

Task 1.5 – Visual Photo Simulations

At the request of EAS, KTU+A will prepare photo simulations of the proposed retaining wall from several visual points along Carmel Valley Road, Highway 101 (North Torrey Pines Road), McGonigle Road and a few side streets that adjoin with Carmel Valley Road. KTU+A will include photo simulations to show both existing conditions and simulations of what retaining wall might look like, when viewed from various viewpoints. The photo simulations will be included in the Visual Resources Section of the EIR.

Task 2.1 – Expansion of Analysis and Redefinition of EIR Alternatives

At the request of EAS, Dames & Moore and BRW will provide expanded analysis of the EIR alternatives and redefine how the alternatives are presented in the EIR document. It is anticipated that this request will expand the physical size of the document well beyond the size that was predicted in our original scope of work. Therefore the direct costs associated with printing the document for review of the screenchecks and associated technical reports will increase.

000143

Exhibit A

Fee Estimate:

Task Number and Task Description	Amount
Task 1.1 - Cultural Resource Evaluation/Testing	\$47,462.00
Task 1.2 - Wetlands Revegetation Mitigation Plan	\$14,210.00
Task 1.3 - Traffic Control Plans for Cultural Resource Field Collection of Samples	\$2,820.00
Task 1.4 - Additional Engineering Support and Preparation of Engineering Graphics for EIR	\$15,000.00
Task 1.5 - Visual Photo Simulations	\$5,040.00
Task 2.1 - Expansion of Analysis and Redefinition of EIR Alternatives	\$79,468.00
Subtotal	\$169,000.00
Less Additional Services Contingency from First Amendment to Agreement	<\$35,000.00>
Total	\$129,000.00

000145

(R-2001-344)

RESOLUTION NUMBER R- 283830

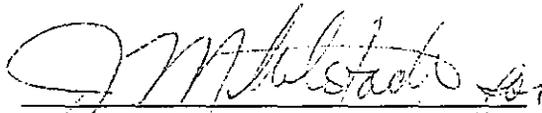
ADOPTED ON SEP 18 2000

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized and empowered to execute, for and on behalf of said City, the second amendment to agreement with BRW Engineering Company to provide professional services for additional design and environmental document preparation for the Carmel Valley Road Enhancement Project, under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR- 283830, together with any reasonably necessary modifications or amendments thereto which do not increase project scope or cost and which the City Manager 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 expenditure of an amount not to exceed \$200,000 from CIP 52-517.0, Carmel Valley Road - 300 feet east of Portofino to Del Mar, TransNet Fund No. 30300, is hereby authorized, solely and exclusively for the purpose of providing funds for the above project.

APPROVED: CASEY GWINN, City Attorney

By


John F. Kirk, Deputy

JFK:mr
08/29/00
Aud.Cert: 2100243
Or.Dept:Eng&CP
R-2001-344

000147

Passed and adopted by the Council of San Diego on September 18, 2000 by the following vote:

YEAS: MATHIS, WEAR, KEHOE, STEVENS, STALLINGS, McCARTY, VARGAS,

MAYOR GOLDING.

NAYS: NONE.

NOT PRESENT: NONE.

VACANT: DISTRICT 5.

AUTHENTICATED BY:

SUSAN GOLDING

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

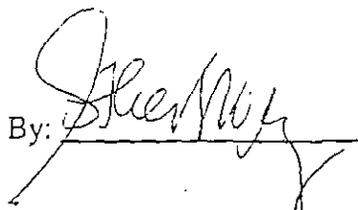
By: Esther Woronicz, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R-293830, passed and adopted by the Council of The City of San
Diego, California on September 18, 2000.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By:  Deputy

000149

THIRD AMENDMENT TO AGREEMENT

This Amendment is made and entered into as of the 8 day of April, 2002 as the Third Amendment to Agreement dated June 30, 1997, by and between the CITY OF SAN DIEGO, a municipal corporation, herein called "City", and BRW, Inc., herein called "Consultants."

RECITALS

- A. The parties entered into an Agreement as of June 30, 1997, Consultant to provide professional engineering services for the preliminary design of the improvements to Carmel Valley Road.
- B. The City desires to amend that Agreement to expand the Scope of Work to include final design services.
- C. Consultant agrees to the extension, addition to the Scope of Work and price for the consulting fees hereunder.

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 City and BRW, Inc. Engineering agree as follows:

- 1. The parties agree to amend the Scope of Services, as defined in Exhibit A of the Agreement, to add the scope as defined in the Proposal from BRW, Inc., a copy of which is attached to this Third Amendment and incorporated herein by reference as Exhibit A to the Third Amendment.
- 2. AMEND Section 1.1 to DELETE \$250,000 and INSERT \$425,000.
- 3. AMEND Section 3.2 to DELETE in its entirety and INSERT "BASE PAYMENT"

DOCUMENT NO. 296199
 FILED MAR 18 2002
 OFFICE OF THE CITY CLERK
 SAN DIEGO, CALIFORNIA

3-2.1 - Base Fee: For consultant services as described in Exhibit A of the Amendment, a base fee of three hundred thousand dollars (\$300,000) shall be paid.

4. AMEND Section 3-3.1 to DELETE \$35,025, and INSERT \$125,000.

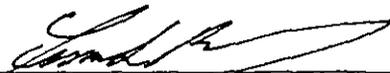
5. ADD section 8-5:

Consultant shall not discriminate on the basis on race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subconsultants, vendors or suppliers. Consultant shall provide equal opportunity for subconsultants to participate in subconsulting opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

IN WITNESS WHEREOF, this Third Amendment to the Agreement is executed by the CITY OF SAN DIEGO, acting by and through its City Manager pursuant to San Diego Municipal Code Section No. 22.3223, and by Consultant.

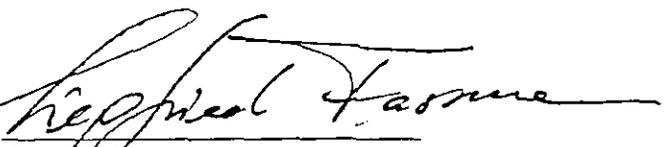
Dated this 3 day of April, 2002

THE CITY OF SAN DIEGO
a municipal corporation

By: 
Frank Belock, Jr., Director

BRW, Inc.
A Division of URS Corp.
A California Corporation

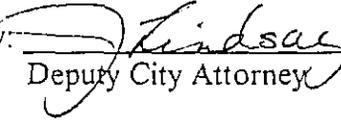
R- 296199

By: 
Siegfried Fassmann

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I HEREBY APPROVE the form and legality of the foregoing Third Amendment on this
8 day of April, 2002 .

CASEY GWINN, City Attorney

By: 
Deputy City Attorney

R- 296199

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Carmel Valley Road Enhancements Project
Scope of Work
To Prepare Plans, Specifications & Estimates
(design advancement from 35% to final)
Revised February 28, 2002

Project Understanding/Existing Conditions

Carmel Valley Road two-lane collector street, approximately 7,200 feet in length between the City of San Diego/City of Del Mar limits and the Sorrento Valley Road/Pointe Del Mar Way intersection. The road runs in an east to west direction and is currently unimproved along the south side and unimproved between Via Donada and Portofino Drive on the north side. The City of San Diego wishes to construct improvements along both the north and south sides in accordance with recommendations from the *Carmel Valley Road Task Force*, completed in 1997. The full list of recommended improvements are documented in a report titled, "Task Force Recommendations", prepared by BRW in 1997.

The following is a summary of the major proposed improvements:

- Widen Carmel Valley Road to the south to accommodate a graded shoulder and parking lane between the Del Mar City limit and Via Donada, and Class II bike lanes from the Del Mar City limit to Sorrento Valley Road.
- Construct concrete curb and gutter along the south side from the Del Mar City limit and Portofino Drive, and curb, gutter and sidewalk along the north side from Via Donada to Portofino Drive. Conform proposed sidewalk on the north side to existing driveways.
- Construct new retaining wall on the south side of Carmel Valley Road (to support the pedestrian hiking trail) in locations where a 2:1 (H:V) fill slope would encroach upon existing wetlands in Los Peñasquitos Lagoon.
- Resurface, overlay or repave the traveled way portion of existing Carmel Valley Road and correct the existing road profile to eliminate localized ponding.
- Install underground oil/water separators and sediment traps (or combined structures) to impede the flow of sediment into Los Peñasquitos Lagoon.
- Remove or abandon existing drainage cross culverts that are plugged and replace with concrete pipe culverts.
- Construct decorative pavement in intersections of the business district and parking pockets as traffic calming devices.

Task 1.0 - Project Management

BRW will perform the necessary project management and coordination duties needed to ensure successful completion of plans, specifications and estimates for construction of improvements to widen and improve Carmel Valley Road. Such activities will include the following:

- Research

- Site Reconnaissance
- Photographic Record
- Meetings with City Staff, sub consultants, Utility Companies and other agencies as required.
- Project Team Coordination
- Client Coordination
- Monthly Progress Reports (assuming a 10 month project duration)
- Project Scheduling (CPM schedule)
- Quality Control/Quality Assurance
 - ✓ Independent calculation checks by an engineer other than the Project Engineer to insure accuracy.
 - ✓ Plan check performed by the Project Principal Engineer to insure uniformity of design and maintenance of drafting consistency.
 - ✓ Documented back checking/revision control for all design drawings.
 - ✓ Independent review of quantity take-off and opinion of construction cost.
 - ✓ Independent examination of Special Provisions.

Deliverables:

- Monthly Status Letter/Progress Report
- Meeting Agendas
- Meeting Minutes & Action Item Lists
- Monthly Project Schedule Updates

Task 2.0 – Utility Coordination

BRW will compile a list of utility companies that have facilities in within the project limits, by contacting Underground Service Alert (USA), Caltrans, the City of San Diego and the City of Del Mar. BRW will then notify the respective utility companies and the Cities of San Diego and Del Mar to collect record drawing or map plat information to identify subsurface and overhead utility locations. Each utility will be informed of the proposed improvements. BRW will provide each utility company with a preliminary plan/profile alignment drawing, once the preliminary alignment has been accepted by the City of San Diego. BRW will provide continuing coordination with the utility companies and the City throughout the design process and notify utility companies of pending relocation needs well in advance of construction.

Undergrounding of Existing Electric Utilities

The Carmel Valley Road Task Force expressed an interest to explore the undergrounding of utility poles. BRW will work with the City of San Diego to determine if any Rule 20-A funds are available to explore the possibility of undergrounding utility lines. If any funding has been set aside for undergrounding of utilities along Carmel Valley Road, BRW will assist the City of San Diego and attend meetings with San Diego Gas & Electric Company (SDG&E) and other utility companies to develop a work plan.

Deliverables:

- Copies of correspondence to SDG&E, Pacific Bell, City of San Diego, Cox Communications (or other CATV provider) and other utility companies identified as member agencies, within the project limits by U.S.A.
- Copies of utility record data (map plats).

Task 3.0 – Additional Geotechnical Investigation

BRW submitted the geotechnical "desktop" study for the Carmel Valley Road Enhancement Project, prepared by Dames & Moore on June 19, 1997, to the City for review. Contained within the report were recommendations for further investigation, to proceed with final design. BRW, in cooperation with URS, will provide the following additional geotechnical investigation services:

- Review the findings and design parameters set forth in the geotechnical "desktop" study
- Evaluate foundation and earth pressure properties at two retaining wall sites
- Analyze impacts of liquefaction on key alignment features
- Pavement thickness design using "R" values from soil samples
- Drill borings as necessary each at proposed retaining wall locations
- Engineering analysis of soil samples to confirm bearing capacity, deep foundation design parameters, settlement, earth pressures, slope stability, liquefaction potential & corrosion characteristics.

Deliverables:

- Final Geotechnical Report with recommendations based on results of field investigation, laboratory testing and engineering analysis

Task 4.0 – Additional Hydrology and Hydraulic Analysis; Storm Water Pollution Prevention Plan

BRW will revise and finalize the preliminary drainage and water quality improvement design, prepared during the conceptual 35% design phase based on input from the City of San Diego and other review agencies as necessary. The following outlines the scope of work for this task:

Subtask 4.1 – Roadway Drainage

- Coordinate with the City of San Diego for final comments on the conceptual preliminary drainage design.
- Complete the hydrologic calculations for the off-site and on-site drainage.
- Complete hydraulic calculation, for cross culverts and storm drain systems based on the City of San Diego standards.
- Investigate existing areas of localized storm water ponding and recommend improvements.
- Coordinate all drainage improvements that may affect the City of Del Mar.
- Design will include oil/water interception facilities in lieu of graded earthen detention basins.

Deliverables:

- Two (2) copies of Final Drainage Report

Subtask 4.2 – Storm Water Pollution Prevention Plan (SWPPP)

BRW will prepare a Storm Water Pollution Prevention Plan to control erosion during roadway construction based on input comments received review agencies and the requirements of Section 402 of the Clean Water Act (NPDES). The following outlines the scope of work for this task:

- Prepare a Storm Water Pollution Prevention Plan (SWPPP) to meet the requirements of Section 402 of the Clean Water Act (NPDES) and other local requirements.
- Coordinate the preparation of the SWPPP with the City of San Diego and the appropriate local agency(s).

Deliverables:

- Storm Water Pollution Prevention Plan
- Temporary and permanent erosion control plans, specifications, and estimates.

Task 5.0 – Topographic Survey Coordination with City of San Diego Survey Department

The City of San Diego produced a topographic survey for the project in 1997. While much of the existing area has remained unchanged from 1997, some additional survey information will be required for final design. We anticipate the need for additional survey at all conform areas throughout the project limits and especially along the north side, where residential driveways will conform to new proposed sidewalk improvements. BRW will review the topographic survey limits and ensure the limits and content are adequate for design of the proposed project. Where additional survey information is required, BRW will submit survey request(s) to the City of San Diego for review.

It is our understanding that the City of San Diego will prepare the necessary right-of-way acquisition or any easement documentation, including slope easements along the proposed alignment. BRW can provide right-of-way engineering services as an optional service to the City of San Diego, but no such services are included in this scope of work at this time.

Task 6.0 – Retaining Wall Design

BRW will provide design for retaining walls where necessary along south side of Carmel Valley Road. The following outlines the scope of work for this task:

Subtask 6.1 – Retaining Wall Type Selection and Determination of Aesthetic Improvements

- Meet with City Staff to determine key elements for retaining wall type selection recommendations. Coordinate with project landscape architect for development of aesthetic treatment (if desired by City).

- Recommend type and finish of retaining wall.
- Attend a design review meeting with City and community groups to show examples of the recommended retaining wall.

Deliverables:

- Retaining Wall Type Selection Report

Subtask 6.2 – Retaining Wall Design

- Develop final retaining wall sections in coordination with the project grading plans, roadway section.
- Prepare final design details and specifications for the retaining walls.
- Perform an independent check of the structural calculations, plans, specifications and estimate.
- Prepare retaining wall quantities and specifications.

Task 7.0 – Street Lighting Design

BRW, in cooperation with Kanrad Engineering, will evaluate the requirements to provide street lighting within the project limits on Carmel Valley Road. Included in this task are the following services:

- Attend a design review meeting with City and community groups (if requested).
- Investigate and recommend a suitable fixture and pole for the lagoon environment.
- Coordinate with San Diego Gas & Electric for service point location(s) and electrical service requirements.
- Evaluate fixture placement and spacing requirements.
- Voltage drop analysis and wire/conduit sizing for design plans.
- Provide single-line diagram, fixture detail and power to irrigation controllers

Task 8.0 – Landscape Architecture

BRW, in cooperation with KTU+A, will prepare plans and specifications for the vegetating the graded shoulder (behind back of south curb), re-vegetation of slopes (for erosion control in areas of embankment fill slopes) and specify an appropriate railing (if required) for any retaining wall. KTU+A will also provide design for permanent (or temporary) irrigation needed for areas requiring re-vegetation. The specific subtasks associated with this task are broken down as follows:

Subtask 8.1 – Irrigation/Planting and Erosion Control

- Prepare a concept plan that identifies areas that should receive landscape treatment, including any additional landscape requirements of the City of San Diego, identified in the environmental documents.
- Identify areas where aesthetic design opportunities exist.

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- Review soil test information and site characteristics, select plant materials consistent with local horticultural practices and guidelines.
- Prepare permanent (and temporary) irrigation plans as needed to maintain plant material through establishment period.
- Prepare erosion control construction plans, materials schedules and standard details
- Prepare technical specifications and estimates for erosion control and other landscape construction.

Task 9.0 – Sixty Five (65%) Percent Complete Plans, Specification Outline & Estimate

BRW will revise and advance the conceptual 35% design previously prepared based on comments received from the City of San Diego and other agencies and produce plans, technical specifications and an opinion of probable construction costs based on a 65% level of completion.

Standards:

- Plans will be prepared using the most recent editions of the City of San Diego Street Design Manual, Caltrans Highway Design Manual, County of San Diego Department of Public Works Design Standards, Caltrans Traffic Manual, and other recognized design manuals as necessary.
- Details will conform to San Diego Regional Standard Drawings and Caltrans Standard Plans.

Plans will include the following sheets:

- Title Sheet
- Typical Section Sheet
- Roadway Plan & Profile Sheets (1"=40')
- Driveway Conform Plans & Details (north side Via Donada to Portofino Drive)
- Contour Grading Plans (1"=40') (if required separately)
- Storm Drainage Plans, Profiles & Drainage Details (1"=40')
- Retaining Wall Elevations and Details
- Construction Details
- Signing & Striping Plans (1"=40')
- Street Lighting Plans (1"=40')
- Landscape Planting (Erosion Control) Plans (1"=40')
- Landscape Irrigation Plans
- Traffic Control Plans (1"=40')

Special Provisions will include the following:

- Draft Technical Special Provisions outline only for this submittal. The Standard Specifications for Public Works Construction ("Green Book") format will be used. We assume is assumed that the City will prepare the "boilerplate" portion of the specifications. Specifications will be produced in Word Perfect Version 8.

Engineer's Opinion of Probable Construction Costs:

- Draft spreadsheet with preliminary construction item quantities and current unit costs.

Deliverables:

- Six (6) sets of plans (1 set on reproducible medium; 1 set blueprint)
- Six (6) copies of Technical Special Provision Outline (hardcopy)
- Six (6) copies of draft Engineer's Opinion of Probable Construction Costs (hardcopy)

City Review

We anticipate a City Review period of no more than 4 weeks.

Task 10.0 – Ninety Five (95%) Percent Complete Plans, Specifications & Estimates**Plans:**

- BRW will revise and advance the 65% complete design plans based on input and comments received during the City review.

Special Provisions:

- The Technical Special Provisions outline will be expanded and developed, based on a 95% level of completion.

Engineer's Opinion of Probable Construction Costs:

- Preliminary construction item quantities will be refined. A summary sheet will be prepared to quantify construction items on a plan sheet-by-plan sheet basis. The item numbers in the engineer's opinion of probable construction costs will coincide with the bid item numbers for the construction documents.

Deliverables:

- Six (6) sets of plans (1 set on reproducible medium; 1 set blueprint)
- Six (6) copies of Technical Special Provision Outline (hardcopy)
- Six (6) copies of draft Engineer's Opinion of Probable Construction Costs (hardcopy)

Task 11.0 – Final (100%) Complete Plans, Specifications & Estimates**Plans:**

- BRW will revise and advance the 95% complete design plans based on input and comments received during the City review.

Special Provisions:

- The Technical Special Provisions will be finalized.

Engineer's Opinion of Probable Construction Costs:

- Preliminary construction item quantities will be finalized and backchecked to verify quantity take-off calculated from the plans.

Deliverables:

- Six (6) sets of plans (1 set on reproducible medium; 1 set blueprint)
- Six (6) copies of draft Technical Special Provisions (hardcopy)
- Six (6) copies of draft Engineer's Opinion of Probable Construction Costs (hardcopy)

Following the City's review of the final submittal, BRW will make revisions to correct outstanding comments to the plans and re-plot the plans on mylar drafting medium. BRW will also make revisions to the Technical Special Provisions and Engineer's Opinion of Probable Construction Costs, based on the City's review of the final submittal.

Final Deliverables:

- One (1) set of plans on mylar drafting medium, sealed and signed by the engineer in responsible charge
- One (1) copy of final Technical Special Provisions (hardcopy and electronic copy on disk)
- One (1) copy of final Engineer's Opinion of Probable Construction Costs (hardcopy)

Task 12.0 – Street Dedication and Drainage Easement Package

BRW, in cooperation with Project Design Consultants (PDC) will prepare and submit a street dedication and drainage easement package to the City of San Diego. The package will include 'B' Sheet plats, legal description, traverse, and all supporting documents for one street dedication parcel and seven drainage easement parcels. PDC will plot record boundary of the subject property along with all existing easements affected by the proposed parcels, and prepare grant deeds and legal descriptions for the State of California for those portions of the parcels located within State owned land.

Deliverables:

- One (1) set of plats, legal descriptions, traverse and supporting documents

Task 13.0 – Assist City During Bidding Period

BRW will assist the City during the bidding period with the following subtasks:

- Attend the Pre-Bid Conference to answer bidders questions.

Task 14.0 – Assist City During Construction Period

BRW will assist the City during the construction period with the following subtasks:

- Review submittals or shop drawings submitted by the Contractor to the City
- Respond to Contractor Requests for Information/Requests for Clarification (RFI/RFC)
- Periodic Site Visits to ensure construction practices and procedures are in compliance with design plans, and technical special provisions.
- Attend the punch list walk-through and assist the City with preparation of a punch list.

Task 15.0 – Post Construction Services

Post construction services (i.e., as-built drawing preparation) are not part of the base bid services.

Additional Services**Existing Utility Potholing**

Utilities whose location cannot be adequately determined from record drawing information that may be in conflict with proposed improvements will require potholing. BRW will retain the services of an independent utility locator or contractor (SAF-r-DIG[®]) and pothole suspected locations of buried facilities. The consultant will notify the City and the utility owner in advance of potholing to coordinate a schedule for the potholing operation. Results of potholing will be recorded by the contractor and copies distributed to both the City and utility owner.

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Carmel Valley Road Enhancements Project
Design Fee to Prepare Plans, Specifications and Estimates
(design advancement from 35% to final)

Exhibit "A"

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	BRW							SUB-
	ASSOCIATE	PROJ.	PROJ.	ASST.	CADD	WORD		CONSULTANT
		MANG'R	ENGIN'R	ENGIN'R	DESIGN'R	PROC'R	COST	COST
Hourly Rate :	\$130	\$115	\$90	\$80	\$60	\$55		
Task Description :								
Task 1.0 - Project Management								
Research (i.e., record drawings, improvement plans, etc.)			24				\$2,160	
Meeting Attendance/Agendas/Minutes Preparation			40			10	\$4,150	
Schedule Updates/Progress Reports			40			10	\$4,150	
Project Team & Subconsultant Coordination	8	12	60				\$7,820	
Quality Control/Quality Assurance	22	12	40				\$7,840	
Field Reviews				20			\$1,600	
Total Task 1.0	30	24	204	20	0	20	\$27,720	
Task 2.0 - Utility Coordination								
Procure Utility Plats				16			\$1,440	
Coordination w/Utility Companies	2		18				\$1,880	
Add Utilities to Base Plans			6		24		\$1,980	
Determine Relocation Needs	4		24		8		\$3,160	
Total Task 2.0	6	0	64	0	32	0	\$8,460	
Task 3.0 Additional Geotechnical Investigation								
Field Preparation, Set-up								\$3,900
Field Exploration, Boring Logs & Seismic Refractory Survey								\$11,030
Laboratory Analysis								\$3,340
Engineering Analysis & Report								\$13,770
Total Task 3.0	0	0	0	0	0	0	\$0	\$32,040
Task 4.0 - Hydrology/Hydraulic Analysis; SWPPP								
Subtask 4.1 - Roadway Drainage								
Hydrologic Analysis to Refine Design Flows			4	24			\$2,620	
Water Quality Analysis for Underground Structures			4	48			\$4,780	
Hydraulic Calculations to Size Drainage Structures, Culverts, Storm Drain System and Ditches			4	55			\$5,410	
Revise Drainage Report	2	12	24			12	\$4,520	
Subtask 4.2 - SWPPP (construction-period erosion control)								
Prepare SWPPP Plan			4	32		24	\$4,780	
SWPPP Specs & Estimates			4	12			\$1,540	
Total Task 4.0	2	32	195	0	36	0	\$23,650	
Task 5.0 Topographic Survey Coordination								
Coordination with Field Services (Survey) Division				12			\$1,080	
Total Task 5.0	0	0	12	0	0	0	\$1,080	

**Carmel Valley Road Enhancements Project
Design Fee to Prepare Plans, Specifications and Estimates
(design advancement from 35% to final)**

Exhibit "A"

000163

	BRW							SUB-
	ASSOCIATE	PROJ.	PROJ.	ASST.	CADD	WORD		CONSULTANT
		MANG'R	ENGIN'R	ENGIN'R	DESIGN'R	PROC'R	COST	COST
Hourly Rate :	\$130	\$115	\$90	\$80	\$60	\$55		
Task Description :								
Task 6.0 Retaining Wall Design								
Subtask 6.1								
Retaining Wall Type Selection Report	2	12	40				\$5,240	
Subtask 6.2								
Retaining Wall Design	2	8	60	80	120		\$20,180	
Total Task 6.0	4	20	100	80	120	0	\$25,420	
Task 7.0 Street Lighting Design (Subconsultant)								
Subconsultant Fee								\$8,232
Attend Design Review Meeting								
Fixture & Pole Recommendations								
Wire/Conduit Sizing; Electrical Calculations								
Construction Documents, Details, Estimates								
Task 8.0 Landscape Architecture (Subconsultant) (permanent erosion control design)								
Subconsultant Fee								\$16,443
Field Meeting, Team Meetings								
Review Existing Guidelines & Documents								
Develop Schematic Design & Estimate								
Pre-Final, Final Plans, Specifications & Estimates								
Task 9.0 Sixty Five (65%) Percent Complete PS&E								
Community Planning Group Workshop								
Initial meeting to discuss conceptual design details	4			4			\$880	
Preliminary plan revisions	2			8	16	28	\$3,940	
Concluding meeting to review revisions to conceptual design	4			4			\$880	
Drawings - front end								
Title Sheet			1	4	8	12	\$1,835	
Legends & Notes			1	6	8	16	\$2,255	
Typical Sections			2	10	12	32	\$4,010	
Street Improvements								
Plan & Profile	2	8	12	60	80		\$11,860	
Construction Details	2	4	8	10	16		\$3,200	
Driveway Conform Plans & Details		2	4	8	12		\$1,950	
Signing/Striping Plans		2	8	18	80		\$7,190	
Drainage Plans								
Drainage Plan	2	8	44		80		\$9,940	
Drainage Profiles	2	4	40		80		\$9,120	
Drainage Details		6	32	6	60		\$7,650	

Carmel Valley Road Enhancements Project
Design Fee to Prepare Plans, Specifications and Estimates
(design advancement from 35% to final)

Exhibit "A"

	BRW							SUB-
	ASSOCIATE	PROJ. MANG'R	PROJ. ENGIN'R	ASST. ENGIN'R	CADD	WORD	COST	CONSULTANT
					DESIGN'R	PROC'R		COST
Hourly Rate :	\$130	\$115	\$90	\$80	\$60	\$55		
Task Description :								
Hydraulic Design of Underground Drainage		4	32		30		\$5,140	
Structural Plans								
Underground Drainage Structure Design		4	16	24			\$3,820	
Traffic Control Plans		1	12	32	54		\$6,995	
Submittal Plots					20		\$1,200	
Earthwork Calculations		2	8	16			\$2,230	
Technical Specifications		4	24			16	\$3,500	
Opinion of Probable Construction Costs	1	4	16				\$2,030	
Total Task 9.0	19	57	292	218	600	16	\$89,625	
Task 10.0 - Ninety Five (95%) Percent Complete PS&E								
Drawings - front end								
Title Sheet	1			3	2		\$490	
Legends & Notes	1		1	2	4		\$620	
Typical Sections	1		1	2	8		\$860	
Street Improvements								
Plan & Profile	1	4	8	18	32		\$4,670	
Construction Details	1	2	2	4	8		\$1,340	
Driveway Conform Plans & Details	2	4	8	18	32		\$4,800	
Signing & Striping Plans	1	2	8	10	16		\$2,840	
Drainage Plans								
Drainage Plan	1	2	8	4	16		\$2,360	
Drainage Profiles	1	2		4	8		\$1,160	
Drainage Details	1	2	4		8		\$1,200	
Hydraulic Design of Underground Drainage		2	8				\$950	
Structural Plans								
Underground Drainage Structure Design		2	6	10			\$1,570	
Traffic Control Plans	1	1	4	10	16		\$2,365	
Submittal Plots				4	8		\$800	
Earthwork Calcs.			4	16			\$1,640	
Opinion of Probable Construction Costs	2	4	16				\$2,160	
Technical Specifications	4	8	32			8	\$4,760	
Total Task 10.0	18	35	110	105	158	8	\$34,585	
Task 11.0 - Final (100%) PS&E								
Drawings - front end								
Title Sheet				1	1		\$140	
Legends & Notes				2	2		\$280	
Typical Sections			1	1	4		\$410	

49,000

Carmel Valley Road Enhancements Project
Design Fee to Prepare Plans, Specifications and Estimates
(design advancement from 35% to final)

Exhibit "A"

000161

Task Description :	BRW							SUB-CONSULTANT
	ASSOCIATE	PROJ. MANG'R	PROJ. ENGIN'R	ASST. ENGIN'R	CADD DESIGN'R	WORD PROC'R	COST	
	\$130	\$115	\$90	\$80	\$60	\$55	COST	
Street Improvements								
Plan & Profile	1	1	4	6	12		\$1,805	
Construction Details		1	1	2	4		\$605	
Driveway Conform Plans & Details	1	1	2	8	8		\$1,545	
Signing & Striping Plans	1		4	4	8		\$1,290	
Drainage Plans								
Drainage Plan	1	1	4	2	8		\$1,245	
Drainage Profiles		1		2	4		\$515	
Drainage Details		1	2		4		\$535	
Hydraulic Design of Underground Drainage		1	3				\$385	
Structural Plans								
Underground Drainage Structure Design		1	2	4			\$615	
Traffic Control Plans	1		2	6	8		\$1,270	
Submittal Plots				2	8		\$640	
Opinion of Probable Construction Costs	1	2	4	4		1	\$1,095	
Technical Specifications	1	4	8			2	\$1,420	
Total Task 11.0	7	14	37	44	71	3	\$13,795	
Task 12.0 - Street Dedication Package								
Prepare plats, legal descriptions, traverse and supporting documents							\$13,850	
Total Task 12.0								
Task 13.0 - Assist City During Bidding Period								
Attend Pre-Bid Conference			2				\$180	
Total Task 13.0	0	0	2	0	0	0	\$180	
Task 14.0 - Assist City During Construction Period								
Review Shop Drawings				12			\$960	
Periodic Site Visits to insure Design Compliance			20				\$1,800	
Attend Punch List Walkthrough			4				\$360	
Total Task 14.0	0	0	24	12	0	0	\$3,120	
Task 15.0 - Post Construction Services (Deleted)								
Prepare As-Built Drawings							\$0	
Total Task 15.0	0	0	0	0	0	0	\$0	
Total Hours (all BRW tasks)	86	182	1,040	479	1,017	47		

Carmel Valley Road Enhancements Project
Design Fee to Prepare Plans, Specifications and Estimates
(design advancement from 35% to final)

Exhibit "A"

001.000

	BRW						SUB-
	ASSOCIATE	PROJ. MANG'R	PROJ. ENGIN'R	ASST. ENGIN'R	CADD DESIGN'R	WORD PROC'R	CONSULTANT
Hourly Rate :	\$130	\$115	\$90	\$80	\$60	\$55	COST
Task Description :							COST
							BRW SUBCONS'LTNT COST
							BUDGET SUMMARY
							TOTAL TASK 1.0 \$27,720
							TOTAL TASK 2.0 \$8,460
							TOTAL TASK 3.0 \$0 \$32,040
							TOTAL TASK 4.0 \$23,650
							TOTAL TASK 5.0 \$1,080
							TOTAL TASK 6.0 \$25,420
							TOTAL TASK 7.0 \$8,232
							TOTAL TASK 8.0 \$16,443
							TOTAL TASK 9.0 \$89,625
							TOTAL TASK 10.0 \$34,585
							TOTAL TASK 11.0 \$13,795
							TOTAL TASK 12.0 \$13,850
							TOTAL TASK 13.0 \$180
							TOTAL TASK 14.0 \$3,120
							TOTAL TASK 15.0 \$0
							TOTAL DIRECT COST \$1,800
							(mileage, reproduction, fax, blueprinting, plotting)
							BRW + SUBCONSULTANTS \$229,435 \$70,565
							TOTAL BASE BID \$300,000
ADDITIONAL SERVICES							
Existing Utility Potholing							
Sublet (Time & Materials)							Estimated Allowance \$25,000
							TOTAL (with Additional Services Allowance) \$325,000

RESOLUTION NUMBER R- 296199ADOPTED ON MAR 18 2002

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, a Third Amendment to Agreement RR-288869 with BRW, Inc., Division of URS Corporation, for the final design, right of way documents and required permits, under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR- 296199

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$425,000 from Fund 30300, CIP 52-517.0, Carmel Valley Road, is hereby authorized, solely and exclusively for the purpose of providing funds for the above project.

APPROVED: CASEY GWINN, City Attorney

By


Jacqueline Lindsay
Deputy City Attorney

JL:sa:pev
3/5/02
Aud.Cert: 2200885
Or.Dept: E&CP
R-2002-1168
Form=auagr.frm

FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment to Agreement for Consulting Services for the Carmel Valley Road Enhancements Project [Agreement] is by and between the City of San Diego, a municipal corporation, and URS Corporation (formerly known as BRW, 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. R-288869, to provide professional engineering services for the preliminary design and environmental assessment for the Carmel Valley Road Enhancements Project [Project].

B. The Parties entered into a First Amendment to the Agreement, which is on file in the Office of the City Clerk as Document No. R-290645, to provide additional preliminary design and environmental document preparation.

C. The Parties entered into a Second Amendment to the Agreement, which is on file in the Office of the City Clerk as Document No. R-293830, to provide additional design and environmental document preparation.

D. The Parties entered into a Third Amendment to the Agreement, which is on file in the Office of the City Clerk as Document No. R-296199, to provide final design services.

E. The City desires to execute a Fourth Amendment to the Agreement with Consultant to add to the scope of work for the Project to revise traffic control plans and provide construction support services in an amount not to exceed \$111,360.

F. Consultant desires to provide the services required under this Fourth 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 City and

Consultant agree to modify the Agreement, a copy of which is attached hereto and incorporated herein by reference, as follows:

1. Section 1.1 is amended to read as follows:

ADD "The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibit A-4] at the direction of the City for a fixed fee specifically enumerated in the Fee & Compensation Schedule [Exhibit B-4], for an additional amount not to exceed ONE HUNDRED ELEVEN THOUSAND THREE HUNDRED SIXTY (\$111,360) for a Total Compensation not to exceed ONE MILLION TWO HUNDRED EIGHTY SIX THOUSAND THREE HUNDRED SIXTY (\$1,286,360)."

2. Section 3.1 is amended to read as follows:

ADD "The City shall pay the Consultant for all Professional Services and all expenses related to performance under this Fourth Amendment to the Agreement, in a fixed fee amount not to exceed ONE HUNDRED ELEVEN THOUSAND THREE HUNDRED SIXTY dollars (\$111,360), as set forth in Fee & Compensation Schedule [Exhibit B-4]. The Consultant shall be entitled to compensation for Professional Services under this Fourth Amendment to the Agreement, whether within the Scope of Services or as Additional Services, based on the Fee & Compensation Schedule [Exhibit B-4]. For the duration of this Fourth Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Fee & Compensation Schedule.

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

Exhibits A-4 Scope of Services, B-4 Fee & Compensation Schedule

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

000172

Fourth

JT

IN WITNESS WHEREOF, this ~~Third~~ Amendment to the Agreement is executed by the City, acting by and through its City Manager pursuant to San Diego Municipal Code section 22.3036 or City Council, and by Consultant.

Dated this _____ day of _____, 2005.

THE CITY OF SAN DIEGO

By

Patti Boekamp

Print Name: _____

Title: Director

Date: _____

URS Corporation

By Steve Brinigar

Steve Brinigar, P.E.

Vice President

Date: July 14, 2005

I HEREBY APPROVE the form and legality of the foregoing Amendment on this _____ day of _____, 2005.

MICHAEL J. AGUIRRE, City Attorney

By

Jeremy Jung

Deputy City Attorney

000173

July 12, 2005

Ms. Nitsuh Aberra
City of San Diego, CIP
1010 Second Avenue, Suite 1200
San Diego, CA 92101-4907

Subject: Additional Services For Carmel Valley Road Improvement Project
City Work Order No. 525170
URS Project No. 27682030.00014

Dear Nitsuh:

Thank you for providing us the opportunity to continue to provide the City with engineering services for the above project. Per your request, we are providing you with the scope and fee to revise certain portions of the above project, as described below:

1.0 TYPICAL SECTIONS & INCORPORATE ADDENDUMS A THROUGH F

Reduction in limits of AC overlay will impact typical section sheet 3 and plan and profile sheets 11, 12 and 13. Deletion of AC overlay and incorporation of slurry seal will impact profile grade elevations. Profile elevations will be revised to incorporate this change. Plans will show the revised limits of AC overlay and slurry seal. Addenda A through F will be incorporated into the revised set of plans.

2.0 STAGE CONSTRUCTION

A total of 9 sheets are estimated to be required to adequately and clearly depict the stages of construction. Typical sections and general notes will be provided. Construction staging will be broken down to 6 stages total. Stages one and six will be noted on the first sheet. To the extent possible, drawings that have already been developed will be utilized.

3.0 CONSTRUCTION AREA SIGNS

Construction area signs will show construction areas signs on the approach to the construction area. It will encompass freeway signing as well as Camino Del Mar. One Construction Area Sign drawings will be required per impacted agency. We anticipate signage on the freeway (Caltrans), Del Mar Heights Road and Camino Del Mar (City of Del Mar) and various streets within City of San Diego (two sheets). Hence, an estimated total of 4 drawings will be required to show all the construction area signs. Separation of signs per jurisdictional agency is important in securing the temporary encroachment permits from each agency. In that manner, changes required by one agency does not impact plans for other agencies. In obtaining temporary construction permits from

009174



Ms. Nitsuh Aberra
City of San Diego, CIP
July 12, 2005
Page 2

the agencies, we have allowed for two meetings with Caltrans and one meeting with City of Del Mar. Encroachment permit applications will be submitted to City of Del Mar and Caltrans. Permit fees are not included as part of this amendment. Any base mapping required for this task will be provided by City of San Diego.

4.0 TRAFFIC HANDING

We estimate that up to 15 drawings are required to show all the traffic handling details. These included 3 sheets for stage 2, and one sheet each for stages 3 to 5. In addition, a general notes sheet and up to 8 intersection detail sheets will be required.

5.0 QUANTITY REVISIONS

We will provide you with revised quantity take off. The revisions are required for reduction in AC pavement (see item 1.0 above), increase in AC pavement for temporary widening. Quantities revisions as part of traffic handling will be estimated and Engineer's estimate will show a Lump Sum pay item for traffic handling and construction area signs. No tabulation of traffic handling items will be provided on plans. We will also provide you with a revised engineer's estimate using latest bids received by the City for this project.

6.0 SPECIAL PROVISIONS

We will review the special provisions to ensure that it is compatible with revisions to the plans and that all items are covered. Should any items not be covered we will revise the special provisions and resubmit for your approval.

7.0 CONSTRUCTION SUPPORT

We believe providing construction support is an important part of a successful project. However, it is always difficult to estimate the level of involvement required. We propose that this portion of our scope of work be on a cost plus basis. Attached estimate shows the anticipated number of hours required for meetings, RFI's and submittals. We will provide minutes of meeting of items related to construction plans. Construction support above and beyond the number of hours allocated for each task will be brought to the attention of City and additional fee will be negotiated.

8.0 PREVIOUS DESIGN SUPPORT

Previously, City had authorized design support expenditures of up to \$10,000. As noted to you in my previous emails, this amount was not sufficient to complete all the tasks and it was agreed that any additional expenditure would be captured in this amendment to the contract. In particular, I had noted that review of construction cost savings would be a difficult task and that the reduced budget did not allow for it. Presently we have exceeded our original budget note above by \$3700. We will invoice \$2,700 under Purchase order number 5033946 and \$1,000 under this amendment.

000175



Ms. Nitsuh Aberra
City of San Diego, CIP
July 12, 2005
Page 3

9.0 PROJECT MANAGEMENT

Adequate project management time needs to ensure proper documentation, review and coordination as well as accurate invoicing. We estimate that all work would be complete in 12 months.

10.0 OVERHEAD DIRECT COSTS

Due to production requirements, we have estimated these to be \$3,000. We will invoice these to City at Cost.

11.0 ADDITIONAL SERVICES

Any construction project will inevitably include some unknowns. In anticipation of these unknowns, we have allocated \$5,000 for additional services.

Attached please find our spreadsheet with hours and budget for each task note above. The total fee for design is estimated at \$111,360. This includes design and construction support. Once you have had an opportunity to review the above, please call me to discuss. Once again, many thanks for allowing us the opportunity to serve our community.

Sincerely,

URS CORPORATION

A handwritten signature in black ink that reads "Hadi Samii".

Hadi Samii
Senior Transportation Project Manager

HS:rlg

Carmel Valley Road - FEE SCHEDULE JN. 27682030.00014
Revision To Traffic Handling Plans

Task No.	TASK DESCRIPTION	Principal	Senior	TECH/GIS/	ADMIN	TOTAL	LABOR
		Engineer	ENG.	CADD	CLERICAL	HOURS	
RATE PER HOUR		\$ 175	\$ 105	\$ 70	\$ 50		
1	Typical Sections and Amend A Thru F						
	Incorporate Amendment A Thru F	1.0		2.0		3.0	
	Revise Typical Section Sheet 3	-	1.0	1.0		2.0	
	Revise Plans, sheets 11,12 & 13	-	1.0	2.0		3.0	
	Revise Profile, Sheets 11, 12 & 13	1.0	4.0	5.0		10.0	
	Subtotal Task 1	2.0	6.0	10.0		18.0	\$1,680.00
2	Stage Construction						
	General Notes, Typical Sections, Stages 1 and 6 (One Sht)	8.0	12.0	8.0		28.0	
	Stage 2 (3 sheets)	8.0	24.0	24.0		56.0	
	Stage 3 (one Sheet)	4.0	8.0	12.0		24.0	
	Stage 4 (One Sheet)	4.0	8.0	12.0		24.0	
	Stage 5 (One Sheet)	4.0	8.0	12.0		24.0	
	Staging at Intersections (two sheets)	-	-	-		-	
	Subtotal Task 2	28.0	60.0	68.0		156.0	\$15,960.00
3	Construction Area Signs						
	Construction Area Signs, Caltrans (1 sheet)	4.0	12.0			16.0	
	Constructin Area Signs, Del Mar (1 Sheet)	2.0	12.0			14.0	
	Construction Area Signs, San Deigo (2 Sheets)	4.0	20.0			24.0	
	Encroachment Permit Application (Caltrans)	4.0	4.0			8.0	
	Encroachment Permit Application (Del Mar)	4.0	4.0			8.0	
	Subtotal Task 3	18.0	52.0	-	-	70.0	\$8,610.00
4	Traffic Handling Plans (8 sheets)						
	General Notes	2.0	4.0			6.0	
	Stage 2 (3 sheets)	8.0	20.0	12.0		40.0	
	Stage 3 (one Sheet)	8.0	20.0	12.0		40.0	
	Stage 4 (one Sheet)	8.0	20.0	12.0		40.0	
	Stage 5 (one Sheet)	8.0	20.0	12.0		40.0	
	Intersection Detail Sheets (8 Sheets)	16.0	32.0	64.0		112.0	
	Subtotal Task 4	50.0	116.0	112.0		278.0	\$28,770.00
5	Quantity Revisions						
	AC Quantities	1.0	2.0			3.0	
	Construction Area Signs	1.0	4.0	-		5.0	
	Traffic Handling Signs	2.0	8.0	-		10.0	
	Traffic Handling Striping	2.0	4.0	-		6.0	
	Engineer's Estimate	8.0	12.0			20.0	
	Subtotal Task 5	14.0	30.0	-		44.0	\$5,600.00
6	Special Provisions	20.0	20.0			40.0	\$5,600.00
7	Construction Support						
	RFI's	34.0	14.0			48.0	
	Shop Drawings	16.0	44.0			60.0	
	12 weekly meetings at 4 hours each	48.0				48.0	
	6 site meetings at 4 hours each	24.0				24.0	
	Subtotal Task 7	122.0	58.0	-		180.0	\$27,440.00
8	Previous Design Support						\$1,000.00
9	Project Management						
	Invoices and Progress Reports (Estimate at 12 Invoices)	12.0			48.0		
	Coordination With Subconsultants	12.0					
	Coordination With City PM	12.0					
	Subtotal Task 9	36.0	-	-	48.0	84.0	\$8,700.00
10	ODC's						\$3,000.00
11	Additional Services						\$5,000.00
	Total	290.0	342.0	190.0	48.0	870.0	111,360.0

000179

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

AC 2600061

ORIGINATING

DEPT. NO.:

547

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: \$400,000.00

Purpose: To authorize the appropriation and expenditure of funds for the purpose of completing the Carmel Valley Road Enhancements Project.

Date: July 26, 2005

By: 
Caryn McGriff
AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA											
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENFI	EQUIP	FACILITY	AMOUNT
1	0	79527			9544						\$400,000.00
TOTAL AMOUNT											

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

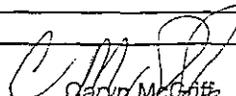
I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the 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: \$111,360.00

Vendor: URS Corporation

Purpose: To authorize the expenditure of funds for the purpose of executing the fourth amendment to the agreement for the Carmel Valley Road Enhancements Project.

Date: July 26, 2005

By: 
Caryn McGriff
AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA											
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENFI	EQUIP	FACILITY	AMOUNT
2	0	30244	30244	107	4279	525170		30300			\$111,360.00

FUND OVERRIDE

Kris S.

612

000181

(R-2006-95)

RESOLUTION NUMBER R- 300824

ADOPTED ON SEP 13 2005

A RESOLUTION AUTHORIZING INCREASE IN FY-06 CIP BUDGET FOR CIP 52-517.0, CARMEL VALLEY ROAD ENHANCEMENTS PROJECT, APPROPRIATION AND EXPENDITURE OF FUNDS THEREFOR; RE-ADVERTISEMENT OF BIDS; AND AWARD OF CONTRACT

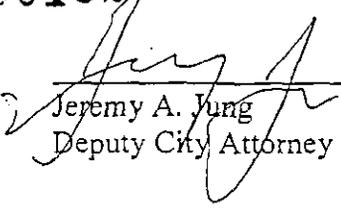
BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the City Auditor and Comptroller is authorized to increase the Fiscal Year 2006 Capital Improvements Program Budget by \$400,000 in CIP 52-517.0, Carmel Valley Road Enhancements Project, Fund 79527, Torrey Pines Development Impact Fee.
2. That the City Auditor and Comptroller is authorized to appropriate and expend \$400,000 from CIP 52-517.0, Carmel Valley Road Enhancements Project, Fund 79527, Torrey Pines Development Impact Fee for the purpose of project construction, contingent upon the Auditor and Comptroller certifying that the necessary funds are on deposit in the City Treasury.
3. That the City Manager is authorized to re-advertise for bids, and award the construction contract to the lowest responsible bidder for the construction of the Carmel Valley Road Enhancements Project, contingent upon the Auditor and Comptroller certifying that the necessary funds are on deposit in the City Treasury.
4. That the City Auditor and Comptroller is authorized, upon advice from the administering department, to transfer excess budgeted funds, if any, to the appropriate reserves.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

000182

By



Jeremy A. Jung
Deputy City Attorney

JAJ:smf

07/27/2006

Aud.Cert: 2600061

Or.Dept: E&C

R-2006-05

000183

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

1. CERTIFICATE NUMBER:

2600061

TO: CITY ATTORNEY

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

3. DATE
July 19, 2005

4. SUBJECT: Construction of Carmel Valley Road Enhancements Project

5. FOR INFORMATION, CONTACT: (NAME & MAIL STA.)
Dave Zoumaras/Kris Shackelford MS 612

6. TELEPHONE NO.
533-3138/3781

7. CHECK HERE IF BOX 1472A, "DOCKET SUPPORTING INFORMATION," HAS BEEN COMPLETED ON PAGE 2:

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	79527	30300		
DEPT.		30244		
ORG.		107		
O/A	9544	4279		
JO		525170		
C.I.P. NO.		52-517.0		
AMOUNT	\$400,000	\$111,360		

9. ADDITIONAL INFORMATION / ESTIMATED COST:

Current Appropriations	\$ 5,966,833
Total this request	\$ 400,000
Total	\$ 6,366,833
Original Agreement	\$ 250,000
Total Previous Amendments	\$ 925,000
Total Consultant Agreement	\$ 1,286,360
Total this request	\$ 111,360

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	DEPARTMENT DIRECTOR	[Signature]	7/20/05	6	CITY MANAGER	[Signature]	7/19/05
2	EAS	[Signature]	7/20/05	7	AUDITOR	[Signature]	7/26/05
3	EOCP	[Signature]	7/20/05	8	CITY ATTORNEY	[Signature]	7/26/05
4	FF	[Signature]	7/20/05	9	ORIGINATING DEPARTMENT	[Signature]	7/26/05
5	CIP/FM	[Signature]	7/22/05				
					MGR. DOCKET COORD.	COUNCIL REP.	
					<input type="checkbox"/> RULES COMMITTEE	<input type="checkbox"/> CONSENT	<input type="checkbox"/> ADOPTION
					Refer to:	Date	

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

1. Authorizing the appropriation of \$400,000 from Fund 79527, Torrey Pines Development Impact Fee, to CIP 52-517.0, Carmel Valley Road Enhancements Project; and
2. Authorizing the expenditure of \$400,000 from Fund 79527, Torrey Pines Development Impact Fee, CIP 52-517.0, Carmel Valley Road Enhancements Project, for the construction of Carmel Valley Road Enhancements Project, provided that the City Auditor and Comptroller first furnishes a certificate demonstrating funds are available; and

(Continued)

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

COUNCIL DISTRICT(S): 1 (Scott Peters)

COMMUNITY AREA(S): Torrey Pines

ENVIRONMENTAL IMPACT:

This activity is covered under LDR No. 98-0718, Carmel Valley Road Enhancement. The activity is adequately addressed in the environmental document and there is no change in circumstance, addition information, or project changes to warrant additional environmental review. Because the prior environmental documents adequately covered this activity as part of the previously approved project, the activity is not a separate project for purposes of CEQA review per CEQA Guidelines Sections § 15060 (c)(3) and 15378 (c).

ATTACHMENTS:

Location Map, Cost Estimate, Original Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment.

000184

3. Authorizing the Fourth Amendment to the Agreement with URS Corporation in the amount of \$111,360, to revise staging & traffic control plans and provide support during construction; and
4. Authorizing the expenditure of \$111,360 from Fund 30300, TransNet, CIP 52-517.0, Carmel Valley Road Enhancements Project, for the purpose of funding the Fourth Amendment with URS Corporation, provided that the City Auditor and Comptroller first furnishes a certificate demonstrating funds are available; and
5. Authorizing the City Manager to re-advertise for bids, and award the construction contract to the lowest responsible bidder for the construction of Carmel Valley Road Enhancements Project contingent upon the City Auditor and Comptroller first certifying the funds are on deposit with the treasurer; and
6. Authorizing the City Auditor and Comptroller, upon advice from the administering department, to transfer excess funds, if any, to the appropriate reserves; and

- [Faint, illegible text]*
7. Authorizing a \$400,000 increase in the FY06 Capital Improvements Program budget in CIP 52-517.0, Carmel Valley Road Enhancements Project, in Fund 79527, Torrey Pines Development Impact Fee

DOCKET SUPPORTING INFORMATION

Carmel Valley Road is a two lane collector that runs in an east-west direction, parallel to the Los Penasquitos Lagoon. This area is heavily used by local residents, commuters as well as visitors to the lagoon and the Torrey Pines Beach. This project will enhance the .9 mile stretch between Via Mar Valle and Portofino Drive. Improvements consist of added bike lanes, sidewalk on the north side, 4 foot pedestrian walkway on the south side, parking lanes, asphalt pavement repair, undergrounding of utilities, new street lights, and installation of curbs, gutters, pop-outs, storm drains and landscaping.

On September 27, 2004, the City Council approved the plans, specifications, advertising, and funding for construction of Carmel Valley Road Enhancements Project. The bids were opened on 10/07/04, with three bids submitted. All bids were in excess of the engineer's estimate of \$3,165,359, mainly due to the increase in construction cost (both materials & labor) and the difficulty with traffic control and environmental restrictions. In order for this project to move forward, staff obtained community approval to revise traffic control plans to allow for contractors to be more efficient. In addition, staff also received an approval from the Torrey Pines Community Planning Board to utilize \$400,000 in Development Impact Fee towards the construction of this project.

In 1997, the City entered into an Agreement with URS Corporation to provide preliminary design and environmental assessment for this project (R-288869). Subsequently in 1998 and 2000, the City executed the First and Second Amendment to the Agreement for the preliminary design and environmental document preparation (R-290645 & R-293830). The Third Amendment to the Agreement was executed in 2002 to provide final design services and is on file in the Office of the City Clerk as Document No. R-296199. This Fourth Amendment to the Agreement is needed to revise the traffic control plans and provide support during construction.

FISCAL IMPACT: The current appropriation for this project is \$5,966,833, previously authorized by Resolutions R-288869, R-290645, R-293830, R-296199, & R-296681. The additional funding required for this project is \$400,000, available in Fund 79527, Torrey Pines Development Impact Fee.

The total fee for providing services under this amendment is \$111,360. The base fee is \$106,360 and \$5,000 is available for additional services, if required. Total consultant agreement will be \$1,286,360. Funds are available in Fund 30300, TransNet, CIP 52-517.0, Carmel Valley Road Enhancements.

SUBJECT:
Construction of Carmel Valley Road Enhancements Project

BY LINE: (CITY MANAGER / DEPT. HEAD / AUTHOR INITIALS)
Mendes/Boekamp/DZ

SIGNATURES:
ORIGINATING DEPT. HEAD 


CITY MANAGER
(FOR MANAGERIAL DEPARTMENTS ONLY)

000187

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:

July 26, 2005

SUBJECT: Construction of Carmel Valley Road Enhancements Project

GENERAL CONTRACT INFORMATION

Recommended Consultant: URS Corporation
 Amount of this Action: \$ 111,360
 Original Contract Amount: \$ 250,000
 Cumulative Amount: \$1,286,360
 Funding Source: City of San Diego
 Goal: 15% Voluntary Subconsultant Participation

SUBCONTRACTOR PARTICIPATION

	<u>This Action</u>	<u>Cumulative</u>
KTU+A (Other)	\$ 5,000 - 4.50%	\$ 51,433 - 4.00%
Kanrad Engineering (Other)	\$ 1,000 - .90%	\$ 14,232 - 1.11%
Dames & Moore (Other)		\$ 31,800 - 2.47%
Merkel & Associates (Other)		\$ 22,268 - 1.73%
Simon Wong Engineering (Asian Pac Male/DBE)		\$ 5,925 - .46%
Rick Alexander (Other)		\$ 95,589 - 7.43%
Project Design Consultants (Other)		\$ 16,650 - 1.29%
Saf-R-Dig (Other)		\$ 11,811 - .92%
Total Certified Subcontracting	\$ 0	\$ 5,925 - .46%
Total Other Subcontracting	\$ 6,000 - 5.39%	\$243,783 - 18.95%
Total Subcontracting	\$ 6,000 - 5.39%	\$249,708 - 19.41%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity Required

URS Corporation submitted a Work Force Report for their San Diego employees dated January 17, 2005 with a total of 176 employees. The current Work Force Analysis reflects under representations as follows:

Blacks in Technical
 Hispanics in Professional, Admin Support
 Asians in Professional, A&E, Science, Computer, Technical
 Filipinos in Professional, A&E, Technical, Admin Support
 Females in Mgmt & Financial, Professional, Technical, Admin Support

EO Plan approved July 2005.

ADDITIONAL COMMENTS

The *Work Force Analysis* is attached.

Stacey Stevenson
 EOC Deputy Director by ABQ

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: URS Corporation

000108

TOTAL WORK FORCE:

	Black		Hispanic		Asian		American Indian		Filipino		White		Other	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt & Financial Professional	0	0	1	0	0	0	0	0	0	0	9	0	0	0
A&E, Science, Computer Technical	2	1	3	0	1	2	4	1	0	0	36	22	3	3
Sales	0	0	5	3	5	2	0	0	3	0	15	7	0	0
Administrative Support Services	0	0	0	0	0	0	0	0	0	0	18	8	4	0
Crafts	0	0	0	0	0	0	0	0	0	0	1	5	3	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation Laborers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	2	3	10	4	8	5	4	1	4	0	79	43	10	3

HOW TO READ TOTAL WORK FORCE SECTION:

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

- Mgmt & Financial Professional
- A&E, Science, Computer Technical
- Sales
- Administrative Support Services
- Crafts
- Operative Workers
- Transportation Laborers

TOTAL EMPLOYEES			Female Goals
ALL	M	F	
10	10	0	39.8%
78	49	29	59.5%
28	18	8	14.7%
48	35	13	49.0%
1	0	1	49.4%
13	5	8	73.2%
0	0	0	82.3%
0	0	0	8.6%
0	0	0	38.7%
0	0	0	15.2%
0	0	0	11.1%
TOTAL	176	117	59

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

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

II. EMPLOYMENT ANALYSIS

	Black			Hispanic			Asian			American Indian			Filipino			Female		
	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy
Mgmt & Financial Professional	0.33	0	N/A	1.10	1	N/A	0.82	0	N/A	0.04	0	N/A	0.62	0	N/A	3.98	0	(3.98)
A&E, Science, Computer Technical	3.12	3	N/A	9.83	3	(6.83)	5.07	3	(2.07)	0.39	5	4.61	5.07	0	(5.07)	46.41	29	(17.41)
Sales	0.73	0	N/A	1.90	1	N/A	4.21	2	(2.21)	0.09	0	N/A	4.21	1	(3.21)	3.82	8	4.18
Administrative Support Services	3.17	0	(3.17)	7.10	8	N/A	8.26	7	(1.26)	0.19	0	N/A	8.26	3	(5.26)	23.52	13	(10.52)
Crafts	0.04	0	N/A	0.20	0	N/A	0.07	0	N/A	0.01	0	N/A	0.07	0	N/A	0.49	1	N/A
Operative Workers	0.91	2	1.09	2.70	1	(1.70)	1.14	1	N/A	0.08	0	N/A	1.14	0	(1.14)	9.52	8	(1.52)
Transportation Laborers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

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.

000189

PROJECT COST ESTIMATE

PROJECT: Carmel Valley Road Enhancements
 ADVERTISING: _____
 AWARD: _____

PREPARED BY: David Li
 DATE: 7/19/2005
 W.O. NO. 525170

CIP NO. OR OTHER SOURCE OF FUNDS

ACTIVITY:	% OF B (subtotal)	Gen Fund 52-517.0	UG Fund 37-028.0	Subtotal	TOTAL	% OF B & Const.
A. ENGINEERING						
4114 ¹ - Pre. Engr. (In-House Design & Contr. Proc.)	10.7%	\$678,872	\$0	\$678,872		
4116 - Const. Engr. (In House Engr. & Const. Admin.)	3.5%	\$220,000	\$0	\$220,000		
4118 ² - Engr. Serv.	20.5%	\$1,302,840	\$0	\$1,302,840		
Other City Dept. ³	2.0%	\$127,550	\$0	\$127,550		
Various Admin. ⁴	0.1%	\$4,443	\$0	\$4,443		
TOTAL ENGINEERING		\$2,333,705	\$0	\$2,333,705	\$2,333,705	36.7%
B. CONSTRUCTION						
4220 - Prime Const. Contract	56.5%	\$3,552,221	\$47,192	\$3,599,413		
4221 - Mitig. & Monitor	1.8%	\$113,715	\$0	\$113,715		
TOTAL CONSTRUCTION		\$3,665,936	\$47,192	\$3,713,128	\$3,713,128	58.3%
C. EQUIPMENT & FURNISHINGS						
4922-Const. Related	0.0%	\$0	\$0	\$0	\$0	0.0%
TOTAL EQUIP. & FURN.		\$0	\$0	\$0	\$0	0.0%
D. CONTINGENCIES						
4905 - Contingen.	5.0%	\$320,000	\$0	\$320,000		
Total Contingencies	5.0%	\$320,000	\$0	\$320,000	\$320,000	5.0%
E. SUB-TOTAL		\$6,319,641	\$47,192	\$6,366,833	\$6,366,833	100.0%
F. EQUIPMENT & FURNISHINGS						
4922 - By Benefiting Dept.		\$0	\$0	\$0	\$0	
G. LAND ACQUISITION						
4638 - Land Acquisition		\$0	\$0	\$0	\$0	
TOTAL PROJECT COST		\$6,319,641	\$47,192	\$6,366,833	\$6,366,833	

(WHEN APPLICABLE)	
SAVINGS BY USE OF CITY FORCES	
	Contract
Labor	
Material	
Equipment	
Profit	
TOTAL	0

Pre.Auth.Res.	#R-288869	\$250,000.00
Pre.Auth.Res.	#R-290645	\$300,000.00
Pre.Auth.Res.	#R-293830	\$200,000.00
Pre.Auth.Res.	#R-296199	\$425,000.00
Pre.Auth.Res.	#R-299681	\$4,291,833.00
Pre.Auth.Res.	Ordinance	\$500,000.00
Total Previously Authorized		\$5,966,833.00

ADDITIONAL AUTH. REQUIRED \$400,000

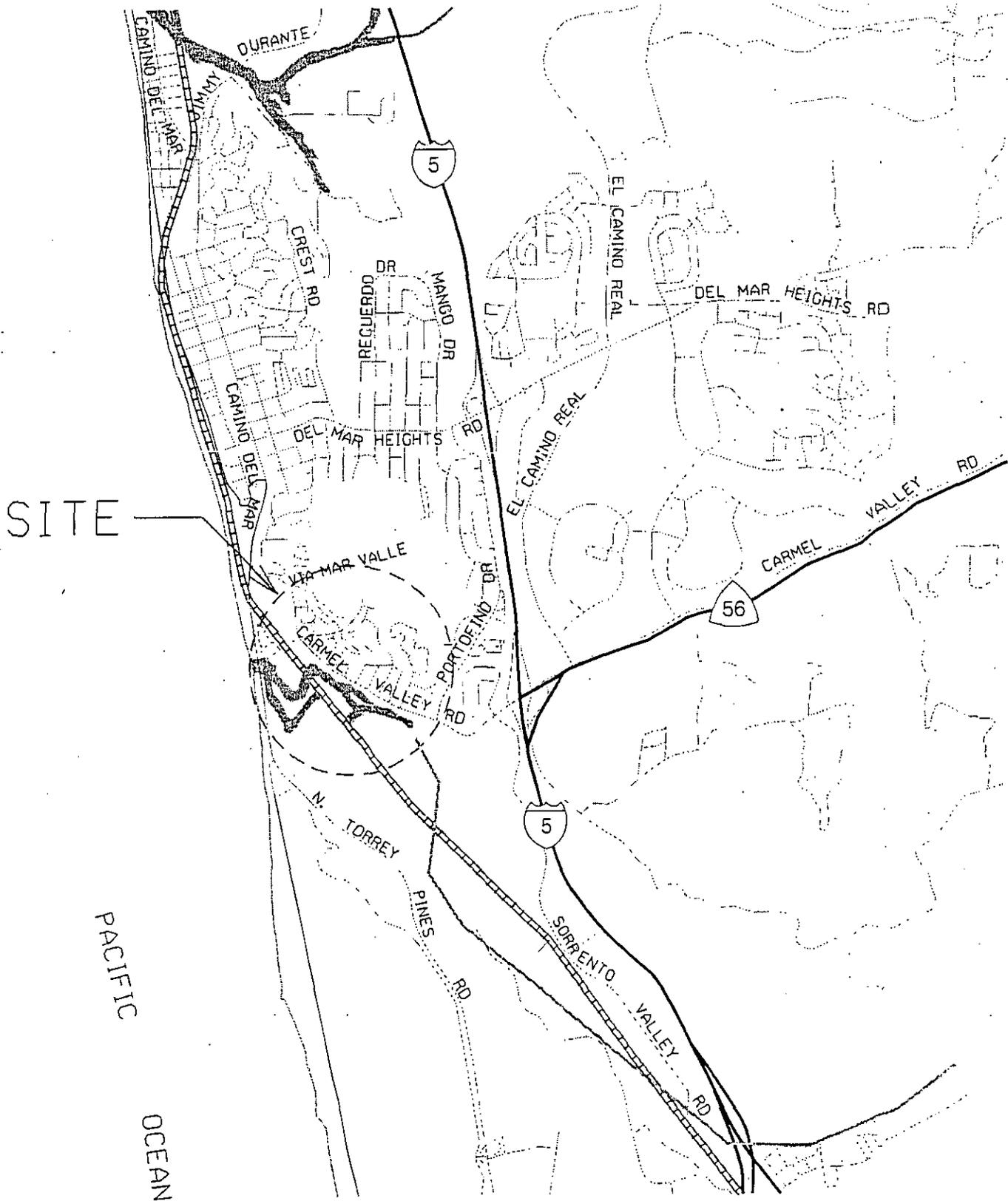
FUNDING:	30300	30303	30306	30101	79527	
Prev Auth	\$1,564,457	\$3,137	\$3,690,047	\$47,192	\$162,000	
Total Need	\$1,564,457	\$3,137	\$3,690,047	\$47,192	\$562,000	Total Req =
THIS REQUEST	\$0	\$0	\$0	\$0	\$400,000	\$400,000

COMMENTS:

- ¹4114 includes 4226, 4274; ²4118 includes 41181, 41182, 41183
- ³Other City Dept. includes 4639, 4918, 4926, 49266, 49267, 4935, 4945, 4948, 4962, 4967
- ⁴Various Admin. includes 3102, 3522, 4146, 4314, 4317, 4322, 4325

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CARMEL VALLEY ROAD ENHANCEMENTS



LOCATION MAP

FIFTH AMENDMENT TO AGREEMENT

This Fifth Amendment to the Agreement for Carmel Valley Road Enhancements Project dated June 19, 1997 [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and URS Corporation (formerly known as BRW, 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 R-288869, to provide professional services for the preliminary design and environmental assessment for the Carmel Valley Road Enhancements Project [Project].

B. The parties entered into a First Amendment to the Agreement, which is on file in the Office of the City Clerk as Document No. R-290645, to provide additional preliminary design and environmental document preparation.

C. The parties entered into a Second Amendment to the Agreement, which is on file in the Office of the City Clerk as Document No. R-293830, to provide additional design and environmental document preparation.

D. The parties entered into a Third Amendment to the Agreement, which is on file in the Office of the City Clerk as Document No. R-296199, to provide final design services.

E. The parties entered into a Fourth Amendment to the Agreement, which is on file in the Office of the City Clerk as Document No. O-19414, to provide construction support services and to revise traffic control plans.

F. The City desires to execute a Fifth Amendment to the Agreement for the Consultant to provide additional construction support, as indicated in the expanded Scope of Services [Exhibit A-5], for a compensation amount not to exceed \$84,000.00, with total compensation for services provided under the Agreement not to exceed \$84,000.00.

G. Consultant desires to provide the services required under this Fifth Amendment.

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

1. Section 1.1 is amended to read as follows:

ADD: "The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibit A-5] at the direction of the City on a fixed fee basis as specifically enumerated in the Compensation and Fee Schedule [Exhibit B-5], and in accordance to the Time Schedule [Exhibit C-5]."

2. Section 3.1 is amended to read as follows:

ADD: "The City shall pay the Consultant for all Professional Services and all expenses related to performance under this Fifth Amendment to the Agreement, in an amount not to exceed \$84,000.00, as set forth in the Compensation and Fee Schedule [Exhibit B-5]. The Consultant shall be entitled to compensation for Professional Services under this Fifth 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 Fifth 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 \$84,000.00.

3. DELETE Article VI in its entirety and REPLACE with the following:

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

6.2 Design Professional Services Indemnification and Defense.

6.2.1 Design Professional Services Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), with respect to the performance of design professional services, Design Professional shall indemnify and hold harmless the City, its officers, or employees, from all claims, demands

or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

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

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

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

4. Article VIII is amended to read as follows:

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

5. The following attachments are incorporated herein by reference as follows: Exhibits A-5 (Scope of Services), B-5 (Compensation and Fee Schedule), and C-5 (Time Schedule).

000197

7. The Parties agree that this Fifth 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.

IN WITNESS WHEREOF, this Fifth Amendment to the Agreement for Carmel Valley Road Enhancements Project is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Ordinance No. O-_____ authorizing such execution, and by the Consultant.

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

Date: _____

URS CORPORATION

By: Robert K. Scott

Name: Robert K. Scott

Title: Vice President

Date: February 18, 2008

I HEREBY APPROVE the form and legality of the foregoing Amendment on this

_____ day of _____, 2008.

MICHAEL AGUIRRE, City Attorney

By: _____

Name: _____

Deputy City Attorney



000199

February 18, 2008

Exhibit A-5

Ms. Nitsuh Aberra
Engineering & Capital Projects
City of San Diego
1010 Second Avenue, Ste. 1200
San Diego, CA 92101

Subject: Carmel Valley Road Enhancement Project, JN 27682030
Request for Contract Amendment No. 5

Dear Nitsuh:

During the last year and a half, URS Corporation (URS) has been involved in construction support for the above project. During this time, URS has provided additional design support services beyond the originally anticipated required effort. These issues were discussed in our letters of November 6, 2006; March 23, 2007 and August 1, 2007. Your email of August 7, 2007 acknowledged some of our out-of-scope work and at our meeting of December 14, 2007, an agreement was reached for all remaining outstanding services performed. Due to the unknown nature of on-call construction support required, the total effort required to complete the project could not be estimated prior to completion of construction.

Below please find an explanation of tasks completed for out-of-scope services:

1. Environmental Support

URS provided construction support in physical delineation of wetland boundary for the above project. The limits of wetland boundary was originally depicted on the environmental document. However, due to scale of those maps and passage of time between the date of environmental document and beginning of construction, it was thought that field clarification would be of mutual benefit to all parties. Our effort included field visits, review of previous documents and development of technical memorandums.

2. Utility Pothole Information

Excavation during construction phase of the project revealed unknown utilities at several locations along the alignment. URS was tasked to locate the newly exposed underground utilities on revised drawings. Unknown utilities included a sewer force main belonging to the City of Del Mar, telephone duct banks belonging to AT&T and electric and gas lines belonging to SDG&E. Our effort included field visits and transfer of field measurements to our CAD files.

URS Corporation
1615 Murray Canyon Road
Suite 1000
San Diego, CA 92108
Tel: 619.294.9400
Fax: 619.293.7920



Ms. Nitsuh Aberra
Engineering & Capital Projects
City of San Diego
February 18, 2008
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3. Franchise Utility Relocation

Undergrounding of certain utilities occurred after the completion of design plans and before the start of construction. As-built plans for this relocation effort were not available at the start of construction. URS was tasked to determine the approximate location of these utilities based on discussions with franchise utility owners. Our effort included discussions with franchise utility owners and determination of impacts to proposed improvements.

4. Plan Revisions

Discovery of unknown utilities through pothole information, revision to size and location of Stormceptors and other construction-related changes required redesign of certain facilities and revision to our plans. Our effort included design of the following facilities:

- Revisions to cross gutter at Del Mar Scenic Drive.
- Relocation of curb inlet at Del Mar Scenic Drive.
- Relocation of various curb inlets due to unknown utility conflicts.
- Revisions to Stormceptors due to unknown utility conflicts.
- Design of slotted drains due to unknown utility conflicts.
- Revision to drainage design at Via Aprilia.
- Storm drain protection at Via Cortina to avoid waterline relocation.
- Design of various driveway profiles.
- Identification of AT&T utility locations and redesign of storm drains at State Park Entrance.
- Revision to size of cellular concrete mat.
- Special design of grates along Class II bike lanes.
- Revisions to superelevation at Via Aprilia.
- Additional field meetings on an as-needed basis.

5. Project Management

Our budget anticipated design support for a 12-week construction window. As the construction phase increased beyond the original anticipated duration, we have incurred additional project management effort. Our work included review of additional shop drawings and providing on-call support as required by the contractor and field personnel.

6. Develop As-Built Plans

Per your direction (voicemail of January 29, 2008), URS will not be involved in drafting, production or development of any as-built plans. At this time, we have eliminated any and all effort related to this task.



Ms. Nitsuh Aberra
Engineering & Capital Projects
City of San Diego
February 18, 2008
Page 3

000201

Attached please find our fee estimate for out-of-scope work performed to date. The total cost of work performed to date is in conformance with the total amount of \$84,000 agreed upon during our meeting of December 14, 2007.

Should you have any questions regarding this amendment, please call me at (619) 243-2899, and please let us know the expected date of approval of this amendment.

Sincerely,

URS CORPORATION

Hadi Samii, P.E.
Project Manager

HS:ml

Enclosures: Fee Estimate



EXHIBIT B-5

000203

Carmel Valley Road - FEE SCHEDULE JN. 27682030
Fee Estimate for Out of Scope Construction Design Support
Amendment No. 5
February 15, 2008

		Principal Engineer	Senior ENG.	TECH/GIS/ CADD	ADMIN CLERICAL	TOTAL HOURS	LABOR
Task	RATE PER HOUR	\$ 175	\$ 105	\$ 70	\$ 50		
No.	TASK DESCRIPTION						
1	Environmental Construction Support	6.0			-	6.0	\$1,050.00
2	Utility Pothole Information	4.0	8.0	40.0		52.0	\$4,340.00
3	Review 70% Plans	2.0		8.0		10.0	\$910.00
4	Drainage Plan Revisions	150.0	374.0	100.0		624.0	\$72,520.00
5	Project Management	20.0		19.0	7.0	46.0	\$5,180.00
	Subtotal	182.0	382.0	167.0	7.0	738.0	\$ 84,000.00
6	Develop As-Built Plans	-		-			\$0.00
	ODC (Plotting Mylars)						\$0.00
	Total	182.0	382.0	167.0	7.0	738.0	\$84,000.00

000204

Exhibit C-5

TIME SCHEDULE

All tasks as detailed in Exhibit A-5 were completed during construction of the Carmel Valley Road Enhancements project.