000517

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE: August 14, 2008

54
11/18

SUBJECT: Genesee Avenue/Interstate-5 Overcrossing - Consultant Contract Amendment #2 with Kimley Horn

GENERAL CONTRACT INFORMATION

Recommended Consultant: Kimley-Horn and Associates, Inc.
Amount of this Action: $1,590,900.00
Original Contract: $3,194,899.00
Cumulative Amount: $6,195,150.00

Funding Source: City of San Diego

SUBCONSULTANT PARTICIPATION	This Action		Cumulative	
Helix Environmental (Other)	$142,300.00	8.94%	$435,008.00	7.02%
MacDonald Architects (Other)	$ 0.00	0.00%	$ 70,165.00	1.13%
Ninyo & Moore (Hispanic Male/MBE)	$ 96,100.00	6.04%	$193,427.00	3.12%
Simon Wong Engineering (Asian Male/DBE)	$ 58,000.00	3.65%	$136,320.00	2.20%
Aguirre and Associates (Hispanic Male/DBE)	$ 50,000.00	3.14%	$ 50,000.00	0.81%
Total Certified Participation	**$108,000.00**	**6.79%**	**$186,320.00**	**3.01%**
Total Other Participation	**$238,400.00**	**14.99%**	**$698,600.00**	**11.28%**
Total Subconsultant Participation	**$346,400.00**	**21.77%**	**$884,920.00**	**14.28%**

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity Required

Kimley-Horn and Associates, Inc. submitted a Work Force Report for their San Diego County employees dated July 23, 2008 with a total of 52 employees. The consultant's Work Force Analysis reflects under representations in the following:

Blacks in Professional
Asians in Professional
Filipinos in Professional and Technical
Females in Professional and Technical

An Equal Opportunity Plan dated May 2007 was submitted and approved after review. Periodic analyses of Work Force Reports previously submitted reflect a decrease on the work force, resulting in generally increased deficiencies, although acceptable employment practices were followed during the staff reduction process. Staff will continue to monitor the firm's efforts to implement their plans.

ADDITIONAL COMMENTS

The *Work Force Analysis* is attached.

JLR

City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue • Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

C00519

WORK FORCE REPORT

ADMINISTRATIVE

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor ☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Kimley-Horn and Associates, Inc.

AKA/DBA:

Address (Corporate Headquarters, where applicable): 3001 Weston Parkway

City Cary County Wake State NC Zip 27636

Telephone Number: (919) 677-2000 FAX Number: (919) 277-2050 Name of Company CEO: Don Bartlett

Address (es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 517 Fourth Avenue, Suite 301

City San Diego County San Diego State CA Zip 92101

Telephone Number: (619) 234-9411 FAX Number: (619) 234-9433

Type of Business: Engineering Consultants Type of License: Secretary of State License # 16161788

The Company has appointed: Barry Barber

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 3001 Weston Parkway, Cary, NC 27513-2301

Telephone Number: (919) 677-2182 FAX Number: (919) 818-3213

☒ One San Diego County (or Most Local County) Work Force - Mandatory
☐ Branch Work Force *
☐ Managing Office Work Force

Check the box above that applies to this WFR.
**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Kimley-Horn and Associates, Inc. *(Firm Name)*

San Diego *(County)*, CA *(State)* hereby certify that information, provided herein, is true and correct. This document was executed on this 23rd day of July 20 08.

(Authorized Signature) Dennis Landaal, P.E. **(Print Authorized Signature)**

WORK FORCE REPORT – NAME OF FIRM: Kimley-Horn and Associates, Inc. DATE: 7/23/2008

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OFFICE(S) or BRANCH (ES): San Diego, CA COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black, African-American
(2) Hispanic, Latino, Mexican-American, Puerto Rican
(3) Asian, Pacific Islander
(4) American Indian, Eskimo
(5) Filipino
(6) White, Caucasian
(7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											1	1		
Professional	1		5		1	1			1		27	4		
A&E, Science, Computer														
Technical				1	1				1		3	1		
Sales														
Administrative Support										1	1	1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1		5	1	2	1			2	1	32	7		

Grand Total All Employees	52

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

File: Admin WOFO 2000

Date WOFO Submitted: 7/23/2008

Input by: Lad

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

City of San Diego/Equal Opportunity Contracting

WORK FORCE ANALYSIS REPORT

FOR

Company: *Kimley-Horn and Associates, Inc.*

I. TOTAL WORK FORCE:

	CLFA Goals	Black M	Black F	CLFA Goals	Hispanic M	Hispanic F	CLFA Goals	Asian M	Asian F	CLFA Goals	American Indian M	American Indian F	CLFA Goals	Filipino M	Filipino F	White M	White F	Other M	Other F
Mgmt & Financial	3.3%	0	0	11.9%	0	0	6.2%	0	0	0.4%	0	0	6.2%	0	0	1	0	0	0
Professional	4.0%	0	0	12.6%	3	0	6.5%	0	0	0.5%	0	0	6.5%	0	0	26	0	1	0
A&E, Science, Computer	2.8%	1	0	7.3%	0	0	16.2%	3	1	0.3%	0	0	16.2%	1	0	0	5	0	0
Technical	6.6%	0	0	14.8%	1	0	17.2%	1	0	0.4%	0	0	17.2%	0	0	3	2	0	0
Sales	3.9%	0	0	19.5%	0	0	6.8%	0	0	0.6%	0	0	6.8%	0	0	0	0	0	0
Administrative Support	7.0%	0	0	20.8%	0	0	8.8%	0	0	0.6%	0	0	8.8%	0	0	1	2	0	0
Services	5.5%	0	0	36.9%	0	0	9.7%	0	0	0.6%	0	0	9.7%	0	0	0	0	0	0
Crafts	4.5%	0	0	25.8%	0	0	9.1%	0	0	0.7%	0	0	9.1%	0	0	0	0	0	0
Operative Workers	4.3%	0	0	38.8%	0	0	20.8%	0	0	0.3%	0	0	20.8%	0	0	0	0	0	0
Transportation	8.1%	0	0	32.1%	0	0	4.5%	0	0	0.5%	0	0	4.5%	0	0	0	0	0	0
Laborers	4.4%	0	0	54.0%	0	0	4.1%	0	0	0.5%	0	0	4.1%	0	0	0	0	0	0
TOTAL		1	0		4	0		4	1		0	0		1	0	31	9	1	0

HOW TO READ TOTAL WORK FORCE SECTION:

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

	TOTAL EMPLOYEES ALL	M	F	Female Goals
Mgmt & Financial	1	1	0	39.8%
Professional	30	30	0	59.5%
A&E, Science, Computer	11	5	6	22.3%
Technical	7	5	2	49.0%
Sales	0	0	0	49.4%
Administrative Support	3	1	2	73.2%
Services	0	0	0	62.3%
Crafts	0	0	0	8.6%
Operative Workers	0	0	0	36.7%
Transportation	0	0	0	15.2%
Laborers	0	0	0	11.1%
TOTAL	52	42	10	

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 Goals	Black Actual	Black Discrepanc	Hispanic Goals	Hispanic Actual	Hispanic Discrepanc	Asian Goals	Asian Actual	Asian Discrepanc	American Indian Goals	American Indian Actual	American Indian Discrepanc	Filipino Goals	Filipino Actual	Filipino Discrepan	Female Goals	Female Actual	Female Discrepancy
Mgmt & Financial	0.03	0	N/A	0.12	0	N/A	0.06	0	N/A	0.00	0	N/A	0.06	0	N/A	0.40	0	N/A
Professional	1.20	0	(1.20)	3.78	3	N/A	1.95	0	(1.95)	0.15	0	N/A	1.95	0	(1.95)	17.85	0	(17.85)
A&E, Science, Computer	0.31	1	N/A	0.80	0	N/A	1.78	4	2.22	0.03	0	N/A	1.78	1	N/A	2.45	6	3.55
Technical	0.46	0	N/A	1.04	1	N/A	1.20	1	N/A	0.03	0	N/A	1.20	0	(1.20)	3.43	2	(1.43)
Sales	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Administrative Support	0.21	0	N/A	0.62	0	N/A	0.26	0	N/A	0.02	0	N/A	0.26	0	N/A	2.20	2	N/A
Services	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Crafts	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Operative Workers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Transportation	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Laborers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

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

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SUBCONSULTANTS LIST

INFORMATION REGARDING SUBCONSULTANTS PARTICIPATION:

1. Subconsultants List shall include name and complete address of all Subconsultants who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.
2. Proposer shall also submit subconsultant commitment letters on subconsultant's letterhead, no more than one page each, from subconsultants listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
3. Subconsultants shall be used for scope of work listed. No changes to this Subconsultants List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONSULTANTS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	**MBE/ WBE/DBE/ DVBE/OBE	**WHERE CERTIFIED
Helix Environmental 8100 La Mesa Blvd. Suite 150 La Mesa, CA 91941-6476	Environmental Documentation	7.64%	$435,008	OBE	
MacDonald Architects 1516 Folson Street Suite B San Francisco, CA 94103	Bridge Architect	1.23%	$70,165	OBE	
Ninyo & Moore 5710 Ruffin Rd San Diego, CA 92123	Geotechnical/ Environmental Studies	3.40%	$193,427	MBE	Caltrans
Simon Wong Engineering 9968 Hibert Street Suite 202 San Diego, CA 92131	Structural	2.39%	$136,320	MBE/DBE	Caltrans
Aguirre and Associates 8265 Commercial Street, Suite 1 La Mesa, CA 91942	Surveying & Mapping	0.88%	$50,000	DBE	Caltrans
Utility Potholing (TBD)	Utility Locating/Potholing	0.88%	$50,000	OBE	

* *For information only.* As appropriate, Proposer shall identify Subconsultants as:

Certified Minority Business Enterprise	MBE
Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE
Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE

** *For information only.* As appropriate, Proposer shall indicate if Subconsultant is certified by:

City of San Diego	CITY
State of California Department of Transportation	CALTRANS

PSC Tracking # 1296

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11/18

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

000525

1. CERTIFICATE NUMBE (FOR AUDITOR'S USE 2900204

TO:	2. FROM (ORIGINATING DEPARTMENT):	3. DATE:
CITY ATTORNEY	ENGINEERING & CAPITAL PROJECTS	July 9, 2008

4. SUBJECT:
GENESEE AVENUE/INTERSTATE-5 OVERCROSSING - CONSULTANT CONTRACT AMENDMENT #2 WITH KIMLEY-HORN, INC.

5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.)	6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.)	7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED
Frank Gaines 533-4607	Brad Johnson 533-5120	

8.COMPLETE FOR ACCOUNTING PURPOSES

FUND	79001				
DEPT.	30244				
ORGANIZATION	107				
OBJECT ACCOUNT	4279				
JOB ORDER	119595				
C.I.P. NUMBER	52-372.0				
AMOUNT	$1,590,900				

9. ADDITIONAL INFORMATION / ESTIMATED COST:

Contract	$ 3,194,899
Amendment #1	$ 1,409,351
Amendment #2	$ 1,590,900
Total Contract	$ 6,195,150

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIG. DEPT		7/30/08	8	DEPUTY CHIEF		9/11/08
2	FAC FINANCING		7/31/08	9	COO		9/11/08
3	EAS		8/4/08	10	PURCHASING AND CONTRACTING	Hildred Pepper	9/17/08
4	EOCP		8/13/08	11	CITY ATTORNEY		10/15/2008
5	LIAISON OFFICE		8/29/08	12	ORIG. DEPT		10/17/08
6	CIP/FM		9/8/08		DOCKET COORD:	COUNCIL LIAISON	10/28/08
7	AUDITOR		9/10/08	✓	COUNCIL PRESIDENT	☐ SPOB ☒ CONSENT ☐ ADOPTION	
						☐ REFER TO:	COUNCIL DATE: 11/18/08

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

1. Authorizing the Mayor or his designee to execute Amendment #2, in the amount of $1,590,900, to the existing consulting services contract with Kimley-Horn, Inc. for preliminary engineering for the Genesee Avenue /Interstate-5 Overcrossing, CIP 52-372.0; and
2. Authorizing the expenditure of $1,590,900, Fund 79001, North University City FBA, CIP 52-372.0, Genesee Avenue/Interstate-5 Overcrossing, for the purpose of Amendment #2 to the consultant contract.

11A. STAFF RECOMMENDATIONS: Adopt the Ordinance

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

COUNCIL DISTRICT(S): 1

COMMUNITY AREA(S): University City

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

HOUSING IMPACT: None

OTHER ISSUES:

ATTACHMENTS: Consultant Contract Amendment #2

000527

EXECUTIVE SUMMARY SHEET

DATE REPORT ISSUED: July 9, 2008
ATTENTION: Council President and City Council
ORIGINATING DEPARTMENT: Engineering and Capital Projects
SUBJECT: GENESEE AVENUE/INTERSTATE-5 OVERCROSSING, CIP 52-373.0; CONSULTANT CONTRACT AMENDMENT #2.
COUNCIL DISTRICT: 1
STAFF CONTACT: Frank Gaines/Marnell Gibson, 533-4607/533-5213

REQUESTED ACTION:
Introducing an Ordinance and authorizing the Mayor or his designee to execute Consultant Contract Amendment #2 with Kimley-Horn, Inc., for the preliminary engineering services for the Genesee Avenue/Interstate-5 Over crossing project

STAFF RECOMMENDATION:
Staff recommends Council approval of the Ordinance

EXECUTIVE SUMMARY:
The existing contract includes preliminary engineering services for the Genesee Avenue Interstate-5 Overcrossing project, as originally described in the Project Study Report (PSR) completed in 2004. This includes the completion of the Project Report and Environmental Document in accordance with terms of the co-operative agreement with Caltrans and the Federal Highways Administration (FHWA). During the preparation of the environmental document and project report, based on geotechnical investigation/ studies, additional preliminary engineering design work was required to address necessary remedial earthwork and any potential environmental impacts of that work. This amendment provides for the additional preliminary engineering design and environmental services required to include the work as part of the project report and environmental document. Additional elements have been included in the scope at the request of Caltrans, including an additional on-ramp lane from Sorrento Valley and an auxiliary lane on the freeway to Genesee to alleviate congestion. Because this action extends the agreement beyond the five year duration, Council approval by Ordinance is required.

FISCAL CONSIDERATIONS:
Funding for this action $1,590,900 is currently available within the existing CIP budget. $24.3 million has been programmed from the North University City Facilities Benefit Assessment fund to the CIP and grant funds in the amount of $2.5 Million have been programmed by the State.

PREVIOUS COUNCIL ACTIONS: The original contract with Kimley-Horn was executed in February 2004 (RR-298854-1). Amendment #1 was executed by Council in January 2007 (RR-302321) for additional preliminary engineering studies requested by Caltrans.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:
Outreach was conducted as part of the Project Study Report in 2004. Monthly project design team meetings have been held including UCSD and Scripps Hospital, Caltrans and SANDAG representatives. Milestone updates have been provided with the North University City Planning Group.

STAKEHOLDERS: University of California, San Diego; Scripps Hospital La Jolla; North University Planning Group

EQUAL OPPORTUNITY CONTRACTING:

Funding Agency:	City of San Diego – NUC FBA
Goals:	15% Voluntary (MBE/WBE/DBE/DVBE/OBE)
Subconsultant Participation:	$379,747 Certified Firms (6.67%)
	$575,173 Other Firms (10.1%)

Other: Workforce Report Submitted – Equal Opportunity Plan required. Staff will monitor plan and adherence to Nondiscrimination Ordinance.

Patti Boekamp, Director
Engineering and Capital Projects

David Jarrell
Deputy Chief/ Public Works

000529

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

AC 2900204
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: $1,590,900.00

Vendor: Kimley-Horn, Inc.

Purpose: Authorize the execution of Amendment # 2 to the existing consulting services contract for preliminary engineering for the Genesee Avenue/Interstate-5 Overcrossing. CIP 52-372.0

Date: September 10, 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	30244	107	4279	523720		79001		$1,590,900.00
									TOTAL AMOUNT	$1,590,900.00

AC-361 (REV 2-92)

FUND OVERRIDE ☐

AC 2900204

ORDINANCE NUMBER O-_____ (NEW SERIES)

DATE OF FINAL PASSAGE _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING A SECOND AMENDMENT TO AN AGREEMENT WITH KIMLEY-HORN, INC. FOR THE GENESEE AVENUE/INTERSTATE-5 OVERCROSSING PROJECT IN THE UNIVERISTY CITY COMMUNITY 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 (Amendment #2) with Kimley-Horn, Inc, for preliminary engineering services for the Genesee Avenue/Interstate-5 Overcrossing Project under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. OO _____, together with any reasonably necessary modifications or amendments thereto which do not increase project scope or cost and which the Mayor shall deem necessary from time to time in order to carry out the purposes and intent of this project and agreement.

Section 2. That the expenditure of an amount not to exceed $1,590,900 from Fund 79001, North University City FBA, CIP 52-372.00, Genesee Avenue/Interstate -5 Overcrossing, is authorized for the purpose of providing funds for the above referenced Project.

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

Section 4. That a full reading of this ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 5. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

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

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By _____
Ryan Kohut
Deputy City Attorney

RK:cfq
10/24/08
AC:2900204
Or.Dept:E&CP
O-2009-63

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

000533

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to the ***I-5/Genesee Avenue Interchange Improvements Agreement*** dated –***February 23, 2004*** [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and ***Kimley-Horn and Associates, Inc.*** [Consultant].

RECITALS

A. The City and Consultant [collectively referenced herein as the "Parties"] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. RR-**298854-1**, to provide ***Environmental and General Civil Engineering Services*** for ***I-5/Genesee Avenue Interchange Improvements Agreement*** [Project].

B. The City desires to execute a Second Amendment to the Agreement for the Consultant to provide additional Professional Services, as indicated in the expanded Scope of Services [Exhibit A-2], for a compensation amount not to exceed ***$1,590,900.00***, with total compensation for services provided under the Agreement not to exceed ***$6,195,150.00***.

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

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

1. Section 1.1 is amended to read as follows:

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

2. Section 3.1 is amended to read as follows:

ADD: "The City shall pay the Consultant for all Professional Services and all expenses related to performance under this Second Amendment to the Agreement, in an amount not to exceed ***$1,590,900.00*** as set forth in the Compensation and Fee Schedule [Exhibit B-2]. The Consultant shall be entitled to compensation for Professional Services under this Second Amendment to the Agreement, whether within the Scope of Services or as Additional Services, based on the Compensation and Fee Schedule. For the duration of this Second Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Compensation and Fee Schedule. The Total Compensation to Consultant under this Agreement shall not exceed ***$6,195,150.00***."

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

ADD: "If the City requires additional Professional Services [Additional Services] beyond the Scope of Services performed pursuant to this Second Amendment to the Agreement, except for additional costs as described in Section 3 of this Agreement, the City shall pay Consultant an additional fee not to exceed ***$300,000.00***. The City and the Consultant must agree in writing upon such fee for a specific task based on the Fee Schedule prior to the Consultant beginning the Additional Services."

4. Delete Sections 6.1, 6.2, and 6.3 and substitute the following:

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

6.2 Design Professional Services Indemnification and Defense.

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

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

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

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

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

5. Article VIII is amended to read as follows:

ADD: "**8.50 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-2 (Scope of Services), B-2 (Compensation and Fee Schedule), and C-2 (Time Schedule).

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

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IN WITNESS WHEREOF, this Second Amendment to the ***I-5/Genesee Avenue Interchange Improvement Agreement*** is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Resolution No._____ authorizing such execution, and by Consultant.

THE CITY OF SAN DIEGO
Mayor or Designee

By_____

Date: _____

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Name: David K. Sorenson
Title: Senior Associate

Date: 7-3-08

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

MICHAEL AGUIRRE, City Attorney

By: _____

Deputy City Attorney

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EXHIBIT A-2

SCOPE OF SERVICES

Task 1.0 Ancient Landslide Mitigation (Genesee SB Off-Ramp & I-5 Mainlines)

An ancient landslide has been identified under the southbound off-ramp to Genesee Avenue and the I-5 mainlines. The location and configuration of the landslide material may preclude the use of a retaining wall along the Genesee Avenue southbound off-ramp. The alternative to retaining walls at this location would be embankment fill and an earthen buttress. Construction of an embankment and buttress would result in impacts to wetlands and upland habitat. The original Contract Scope of Services (prepared before the landslide was known to the City) assumed that a retaining wall could be used at this location specifically to avoid impacts to the wetlands and upland habitat.

In light of the landslide data provided by Caltrans, the City has requested that the Consultant conduct additional analyses to determine whether or not a feasible retaining wall alternative can be identified. For the embankment fill/ buttress design alternative, the Consultant will: determine a footprint for a proposed embankment/buttress design; identify impacts to wetland and upland habitats; identify mitigation requirements and alternatives for achieving them; and update all affected technical studies, engineering studies, plans, cost projections, Draft Environmental Document, and Draft Project Report. This task includes Subconsultant services to be provided by Simon Wong Engineering (structural evaluation), Helix Environmental (wetland impacts/mitigation) and Ninyo and Moore (geotechnical analysis).

Task 1.1 Engineering Design/Investigation:
The Consultant will obtain landslide data to the extent available from Caltrans. Using the landslide data available from Caltrans, the Consultant will evaluate the feasibility of constructing alternative types of retaining walls (tie-back, type 1, soldier pile, and soldier pile with lagging and tie backs) to stabilize the landslide, support the proposed interchange improvements, and avoid impacts to the wetlands and upland habitat areas. Each alternative wall type will be evaluated for feasibility by the Consultant's geotechnical and structural engineers and will include an order of magnitude cost projection.

The Consultant will also coordinate (includes up to 4 additional meetings) with the Caltrans D11 geotechnical engineers to develop an embankment/buttress landslide stabilization alternative. This coordination will include preliminary investigation of up to three alternative buttress concepts. Each buttress concept will be evaluated for its expected effectiveness in stabilizing the landslide while minimizing impacts to the wetland and upland habitats. The one alternative providing the lowest level impacts and an acceptable factor of safety in stabilizing the landslide will be developed into a preliminary design (by Caltrans) that will be used to establish the project footprint and earthwork cross sections and quantities.

This task will also include entering the hand drawn and calculated landslide data provided by Caltrans into Microstation and the Caice model.

No new field data collection will be conducted as part of this scope of services.

Task 1.2 Environmental Evaluation and Coordination:
Using the embankment/buttress project footprint data generated in Task 1.1, the Consultant will identify size, type, and location of the expected impacts to the wetland and upland (or other) habitats. This task will include additional coordination (up to 8 additional meetings) with Caltrans and the City to determine how the expected impacts should be handled in the various studies and documents, how coordination with the Coastal Commission will be handled, and to identify mitigation requirements and develop a strategy for implementing the mitigation.

Task 1.3 Cultural Resources Report Update:
Minor revisions to the Archaeological Survey Report will be made to incorporate the project description/footprint changes resulting from the embankment/buttress identified in Task 1.1. The APE will be revised to reflect the new project footprint. It is assumed that the cultural resources assessment and conclusions of the analysis will not change.

Task 1.4 Natural Environment Study Preparation and Agency Coordination:
The revised project description/footprint reflecting the embankment/buttress will require substantial changes to the NES, which previously concluded that there would be no impacts to these biological resources. Construction of the embankment/buttress would result in new biological resource impacts to wetland habitat and modify impacts to various other vegetation communities. Revisions addressing these new impacts will be tracked throughout the NES. Figures and text will be revised accordingly. Impacts to biological resources will be assessed, and resultant mitigation requirements will be addressed, and potential mitigation sites will be identified (as described below). The NES has already been submitted to the City and Caltrans a second time, incorporating changes based on Caltrans comments. Caltrans review of the second version of the NES was placed on hold pending revisions to address embankment/buttress impacts. This will result in an extra round of review that will require an additional, previously unaccounted for, submittal of the NES. Additional coordination, word processing, reproduction, and printing costs will be incurred. This work will be part of the Subconsultant services provided by Helix Environmental.

Task 1.5 Visual Impact Assessment (VIA) Update:
Revisions to the VIA will be made to incorporate the project description and footprint changes resulting from the embankment/buttress identified in Task 1.1. Potential impacts resulting from installation of an embankment/buttress will be analyzed. Applicable figures will be revised. In addition, the Consultant's landscape architects will attend additional meetings requested by Caltrans staff to discuss the Draft VIA. As requested by Caltrans staff, additional simulations (not included in the original scope) will be prepared showing the Voigt Drive Bridge replacement. This work will be part of the Subconsultant services provided by Helix Environmental.

Task 1.6 Biological Assessment Update:
The Biological Assessment will need to be revised to address wetland impacts from change in project description and footprint changes resulting from construction of the embankment/buttress identified in Task 1.1. This work will be part of the Subconsultant services provided by Helix Environmental.

Task 1.7 Jurisdictional Delineation Update:
The Jurisdictional Delineation will need to be revised to address wetland impacts from change in project description and footprint changes resulting from construction of the embankment/buttress identified in Task 1.1. This work will be part of the Subconsultant services provided by Helix Environmental.

Task 1.8 California Coastal Commission Permit Support:
The proposed interchange improvement will require a permit from the California Coastal Commission. The original scope of services assumed that the permitting effort would not include any wetland impacts. Mitigation of the ancient landslide will result in wetland impacts which will require a significantly greater level of effort for permitting. The proposed embankment/buttress construction will impact more than 1 acre of wetlands in the Coastal Zone. Coastal Commission policies greatly discourage impacts to coastal wetlands. The Consultant will work with Caltrans (assumed to be the lead in preparing and processing the permit) to assist in the preparation of a Coastal Permit package for submittal to the California Coastal Commission. This task consists of providing project information to Caltrans as needed to put together and submit the Coastal Permit package. This work will include Subconsultant services provided by Helix Environmental.

It is anticipated that the embankment/buttress impacts to the wetlands will make processing a coastal development permit more difficult and will require additional services beyond those identified in this task. These additional services beyond initial submittal of the permit package, assumed to be covered under a separate contract amendment, will include: attendance at meetings, additional coordination with Caltrans and the City, and responses to Coastal Commission "Conditions and Findings."

Task 1.9 Additional Agency Permitting Services:
The original scope of services for this task assumed that the Clean Water Act Section 404 Permit would consist of a Nationwide Permit to address minor anticipated impacts to wetlands. The wetland impacts (expected to be greater than 1 acre) generated by construction the proposed embankment/buttress identified in Task 1.1 are beyond what was anticipated in the original scope of services and is assumed to require an Individual Permit from the Corps of Engineers. In addition to the additional services required to prepare an individual permit, the following changes in permit processing requirements have been enacted by the agencies since the original scope of services was prepared: 1) CDFG now requires counting and mapping all trees at breast height (detailed arborist survey); 2) Army Corp of Engineer's interpretation of delineations (Arid southwest and Rapanos) is now more complex and requires additional Consultant time to prepare the applications and process:

and 3) the Regional Water Quality Control Board (RWQCB) is now scrutinizing delineations more stringently and requiring additional information. This work will include Subconsultant services provided by Helix Environmental.

Task 1.10 Mitigation Site Search and Habitat Restoration Plan:
The impact to wetlands is expected to require wetland mitigation of greater than 3 acres. Under this task, the Consultant will assist City staff (in cooperation with Caltrans) in selecting suitable mitigation sites, preferably within the Coastal Zone, to compensate for the loss of wetlands resulting from construction of the proposed embankment/buttress identified in Task 1.1. This work will include Subconsultant services provided by Helix Environmental.

This task will also include preparation of a habitat restoration plan as required for wetland permitting. This scope includes one round of review and comment by the City and Caltrans.

Task 2.0 Additional Design Elements Requested by Caltrans

Caltrans recently opened the NB and SB local bypass lanes on I-5 through the merge with I-805. Traffic counts and field observations by Caltrans indicated the need for some additional improvements to improve weaving and traffic flows on I-5 south of the merge. The original scope of services for this Contract was completed while the local bypass lanes were still under construction and the actual impact of their opening on operations at the Genesee Avenue and Sorrento Valley Road interchanges was not known.

The long term solution to these weaving issues is to construct the braided ramps proposed in the I-5 North Coast project. In the interim, Caltrans has requested that the City include improvements to the on and off ramps at Sorrento Valley Road in the environmental approval for the Genesee Avenue interchange improvements. These improvements will not solve the weaving issues but, they will help Genesee traffic getting on and off the freeway. The consultant will prepare horizontal and vertical geometrics and revise the project footprint to incorporate the requested ramp improvements. These ramps improvements include: widen the southbound on-ramp to three lanes with ramp metering and an HOV bypass and widen the northbound off-ramp by one additional lane for the length of the ramp.

This task will also include modification of the existing project base mapping to incorporate recently completed as-built survey data provided by Caltrans for the I-805 merge construction.

Task 3.0 Coordination with Scripps Hospital

Scripps Hospital is currently in the process of redeveloping their campus in the southeast corner of the I-5/Genesee Avenue interchange. A new parking garage along I-5 is already under construction and additional buildings, parking, and a perimeter road are also proposed

along I-5. Each one of these facilities has the potential to impact the I-5/Genesee Avenue interchange improvements. The original scope of services for this Contract was completed before Scripps Hospital began processing plans for these improvements and so their actual and potential impacts to the I-5/Genesee project were not known.

The City has requested that the Consultant provide additional services to coordinate with Scripps Hospital to try and minimize duplicate efforts and mitigate possible negative impacts to the I-5/Genesee project. This task will consist of additional meetings, plan review, and analyses. This task is intended to cover coordination with Scripps Hospital through approval of the Draft Project Report and Draft Environmental Document.

Task 3.1 Additional Coordination Services:
The Consultant will coordinate with Scripps Hospital and its representatives as necessary to support this task. This task includes obtaining site plans and other electronic site data prepared by Scripps and incorporating it into the base mapping for this project. The Consultant will attend up to 10 meetings with Scripps Hospital representatives as part of this task.

Task 3.2 Additional Plan Review Services:
When requested by the City, the Consultant will review plans and other engineering documents prepared by Scripps Hospital and its representatives for compatibility or conflicts with the improvements being proposed for the I-5/Genesee interchange. The Consultant will provide the City with a written summary of any conflicts or concerns identified. This task will not include development of new wall designs or layout for Scripps.

Task 3.3 Development of Alternative Wall Layouts:
Using proposed site plan data currently available from Scripps Hospital, the Consultant will prepare alternative concepts/layouts for Retaining Wall #4. The purpose of developing these alternatives will be to try and minimize throw away work between the hospital, City (Genesee interchange improvements), and Caltrans (I-5 North Coast improvements) projects. Layout alternatives will include plan, elevation, and cross section views of the proposed retaining wall(s). These alternatives will be presented to Scripps for proposed incorporation into their site planning.

This task will also include obtaining and incorporating footprint and foundation data from the parking garage that Scripps is currently constructing. Proposed retaining walls will also be evaluated for compatibility with the parking garage foundation that has already been constructed.

Task 4.0 Air Quality Analysis Report Update

Subsequent to the preparation of the original Contract scope of services, Caltrans revised the Annotated Outline for the Preparation of IS/EA documents and added a requirement to

include an analysis of climate change in association with global warming (required by the California Environmental Quality Act [CEQA]. The Consultant will provide an analysis of climate change as it relates to the proposed project. This work will be part of the Subconsultant services provided by Helix Environmental.

Minor revisions to the Air Quality Report will also be made to incorporate the project description/footprint changes related to the embankment/buttress identified in Task 1.1. It is assumed that the air quality assessment and conclusions of the analysis will not change.

Task 5.0 Aerially Deposited Lead (ADL) Report Update

Subsequent to the preparation of the original Contract scope of services, Caltrans revised the procedures and requirements for conducting an ADL assessment. This work will be part of the Subconsultant services provided by Ninyo and Moore. To comply with these revised Caltrans requirements the Consultant will perform the following additional services:

- Prepare a work plan and site safety plan for sampling and testing, and coordinate with Caltrans. Up to 30 soil borings are proposed within the project area.
- As required by Caltrans, prepare a Caltrans Encroachment Permit application, Water Pollution Control Program, and Traffic Control Plan and submit these documents with the applicable fees to Caltrans.
- Perform a limited assessment of the site for ACM, and LBP that may require special handling and disposal during the renovation of the bridge. This proposal anticipates up to 15 samples for asbestos by phased light microscopy, up to 20 paint chip samples for semi-volatile organic compounds (SVOCs) by United States Environmental Protection Agency (USEPA) Method 8270C.
- Locate 30 borings in areas representative of proposed soil excavation for the improvement project. Boring locations will be chosen and clearly marked during a preliminary reconnaissance of the project area with Caltrans personnel in an effort to avoid subsurface utilities (e.g., irrigation lines and electrical conduits).
- Collect one soil sample from a randomly selected depth, or refusal, at each of the 30 soil boring locations. We assume that target soil sample depths will not exceed three feet below ground surface. Soil samples will be collected using manual techniques, such as a hand auger. Sampling equipment will be decontaminated prior to sampling using a three-step wash and rinse using non-phosphate detergent, and potable and de-ionized (DI) water. Soil borings will be backfilled with cuttings. Water generated from decontamination of field equipment will be placed on exposed soil or pavement, away from storm water drains, such that the water will not drain into the storm drains.
- Analyze 30 soil samples for total lead using USEPA test method 6010B and for soluble lead using the waste extraction test (WET) with citric acid extraction. Soil samples containing total lead at or above 50 milligrams per kilogram (mglkg) will be analyzed for soluble lead using the WET with a deionized water extraction. It is estimated 12 of the samples will require analysis by this method. Soil samples

containing total lead at or above 100 mglkg will be analyzed for soluble lead using the Toxicity Characteristic Leaching Procedure (TCLP). It is estimated eight of the samples will be require analysis by this method. Ten of the samples will be analyzed for pH.

- Calculate confidence intervals for both 80% and 95% upper confidence level and correlate total and soluble lead. Divide the analytical results into separate data sets and perform statistical analyses, as applicable.
- Update and finalize the existing Draft Aerially-Deposited Lead Assessment report previously prepared for this area, dated April 26, 2005. The report will also include the results of the limited hazardous materials assessment. The report will present documentation of our soil sampling methodology, findings, data analysis, (including supporting documentation such as laboratory reports), conclusions, and recommendations.

Task 6.0 Prepare a Noise Abatement Decision Report (NADR)

The noise study prepared for this project identified the need for one noise wall along the UCSD athletic fields west of Gilman Drive. For each noise wall identified in the noise study, Caltrans requires that a NADR be prepared to determine if the proposed noise wall is reasonable and feasible. Preparation of a NADR was not included in the original Contract scope of services. The Consultant will prepare a NADR to Caltrans standards and submit to Caltrans for review, comment, and approval.

Task 7.0 Additional Coordination with Caltrans NPDES

Caltrans has not yet determined the locations and sizes of their proposed bioswales for the I-5 North Coast Corridor project. The Consultant prepared water quality treatment bioswale designs as required by the Contract that treated significantly more than 100 percent of the new impervious area. Caltrans reviewed these initial bioswale designs and requested that they be revised to maximize compatibility with the North Coast Project. The original Contract did not include revisions and coordination of bioswale designs with the requirements of the North Coast Corridor project.

The Consultant will revise the bioswale designs to treat no more than the equivalent of 100 percent of the new impervious area. The Consultant will also relocate the bioswales to minimize conflicts with the North Coast Project. The Consultant will also perform a preliminary evaluation to determine whether or not proposed project limits and retaining wall locations will allow the North Coast Project to attain the same treatment levels as the Genesee project.

Task 8.0 Retaining Wall Design and Aesthetic Coordination

As required by the Contract, the consultant prepared retaining wall layouts, elevations, sections, and cost projections. The sizes of the retaining walls are expected to be very large

and will significantly increase the overall cost of the project. The City requested that the consultant conduct additional investigations into the possibility of using cut slopes greater than 2:1 in order to reduce wall sizes and costs. The original Contract did not include the evaluation of grading slope greater than 2:1. The Consultant will coordinate with Caltrans geotechnical engineers to determine whether or not any locations within the project area appear to be capable of accepting a 1.5:1 cut slope. For any areas identified as being capable of handling a 1.5:1 slope the consultant will revise the grading sections to reduce the size or eliminate the need for retaining walls.

This task will include coordination with Caltrans landscape architects to adjust retaining wall locations, layouts and top of wall profiles to be compatible with the visual aesthetic theme that was recently developed for the I-5 North Coast project. This task will also include the development of a 3D CADD model of the project area to assist in coordinating wall layouts with Caltrans and for use in preparing simulation for the Visual Impact Analysis. This task includes Subconsultant services to be provided by Simon Wong Engineering (structural evaluation) and Helix Environmental (visual impacts and modeling).

Task 9.0 Traffic Operations Report Update

Caltrans completed draft documents for the I-5 North Coast Traffic Operational Analyses in November of 2007. These documents were made available subsequent to the Consultant's completion of the first draft of the Traffic Operational Analysis for the I-5/Genesee project. The Caltrans November 2007 documents contained 2030 volumes different than those previously provided to the Consultant and used in the first draft of the Genesee Traffic Operational Analysis. The I-5 North Coast traffic reports also included a specially modified version of the Highway Design Manual's LOS D weaving analysis.

In order to obtain Caltrans approval of the Traffic Operational Analysis, the Consultant will required to revise the previously submitted document to incorporate the final 2030 model volumes published in the I-5 North Coast traffic reports. The revised operational analysis will also need to be updated to incorporate: the revised Sorrento Valley Road ramp geometry; the specially modified version of the LOS D analysis; revised ramp metering analyses; and an executive summary (as required by the City).

Task 10.0 Draft Initial Study/Mitigated Negative Declaration and Environmental Assessment Update

This work will be part of the Subconsultant services provided by Helix Environmental.

Task 10.1 Revise Project Description for Embankment/Buttress:
The project description and footprint changes that address the proposed buttress will necessitate further revisions throughout the environmental documents. The project description in the Summary and Project Description sections of the IS/EA will be revised to address the new project design, as will applicable environmental issue areas that would be

affected including: Visual Aesthetics, Cultural Resources, Hydrology and Floodplain, Water Quality and Storm-water Runoff, Geology/Soils/Seismic/Topography, Biological Environment, and Cumulative Impacts. Although it is anticipated that some sections will not be affected by the new project description (Land Use, Traffic and Transportation/ Pedestrian and Bicycle Facilities, etc.), those sections will be reviewed to ensure that all references to the new project description are incorporated into the document. All figures throughout the environmental document that include the project footprint or walls will be revised to reflect the proposed buttress. The IS Checklist project description will be revised, as will the MND.

Task 10.2 Other Project Description Changes:
During the preparation of the IS/MND/EA, the project description/footprint changed several times to address various additional design elements requested by Caltrans. Although changes to the area of impact were relatively minor, the changes necessitated revisions to the text that were tracked through the environmental documents (Summary; Project Description; environmental issue areas, as applicable; IS Checklist; and MND) each time a project revision was made. Twenty figures that included the project boundary were revised one or more times to reflect the project footprint changes.

Task 10.3 Additional Rounds of Review:
Caltrans review of most sections of the IS/EA was placed on hold pending revisions addressing the new embankment/buttress design. This will result in an extra round of review that will require an additional, previously unaccounted for, submittal of the environmental documents. Additional coordination, word processing, reproduction, and printing costs will be incurred.

Task 11.0 Update Draft Project Report and Engineering Studies

Task 11.1 Update Draft Project Report and Plans
The project description, footprint changes, and other project revisions described elsewhere herein will necessitate revisions to the Draft Project Report (DPR) and plans. Revisions addressing these project changes will be tracked throughout the DPR and plans. Figures and text will be revised accordingly.

Task 11.2 Transportation Management Plan (TMP) Update:
The TMP and stage construction plans will need to be revised to address the various project changes described herein. The revised report will then be submitted to Caltrans for final review and approval.

Task 11.3 Drainage Report Update:
The drainage report will need to be revised to address the various project changes described herein. The revised report will then be submitted to Caltrans for final review and approval.

Task 11.4 Design Exception Fact Sheets Update:
The design exception fact sheets will need to be revised to address the various project changes described herein. The revised report will then be submitted to Caltrans for final review and approval.

Task 11.5 Right-of-Way Data Sheets Update:
The right-of-way data sheets will need to be revised to address the various project changes described herein. The revised report will then be submitted to Caltrans for final review and approval.

Task 11.6 Engineer's Cost Projection Update:
The engineer's projection of construction cost will need to be revised to address the various project changes described herein. This task will include the preparation of up to 4 separate 11-page estimates to evaluate alternative construction phasing strategies (to take advantage of available funding). The revised cost projections will then be submitted to Caltrans for final review and approval.

Task 12.0 Genesee Avenue Interim Improvements Construction Support

As requested by the City, the Consultant will provide additional support services during the construction phase of the Genesee Avenue interim improvements. Construction phase services will consist of responses to RFIs, landscape architecture coordination with the Contractor, occasional site visits, occasional attendance at weekly coordination meetings, and preparation of contract change orders.

Task 13.0 Prepare Geometric Approval Drawings

The Consultant will prepare Geometric Approval Drawings (GAD) in Metric using the major project features geometric plans prepared for the Project Report as requested by Caltrans. The purpose of the GADs will be to obtain initial approval for the horizontal and vertical geometrics prior to initiation of the PS&E work. This process is expected to result in some minor changes to the preliminary geometrics shown in the Project Report. These changes are not expected to result in any new Advisory or **Mandatory** design exceptions.

Caltrans is requiring that the final design for this project be done in English. The Metric project geometrics approved by Caltrans in the GADs will be used as the basis for developing new geometrics in English. Caltrans will not required updated English GADs but, will review and approve the revised geometrics as part of the 30 percent complete project plans submittal.

EXHIBIT A-2

BEGIN FINAL DESIGN SERVICES (30% COMPLETE)

Task 14.0 Perform Design Surveys and Photogrammetric Mapping

The Consultant will prepare new mapping and survey control in English, as required for the final design work. This survey data will replace the Metric mapping data prepared for the PA/ED Phase. Additional more precise survey data is required to perform PS&E-level designs. The surveys and mapping will provide pavement surface and edge location and elevation data of sufficient accuracy to allow for the design ties to existing. The survey will also provide updated topographic data for recent I-5 and Genesee Avenue construction work. The design level surveys will consist of:

- Pavement edge and surface locations/elevations and breaklines along I-5 and Genesee Avenue.
- Surface topography, features, and breaklines along I-5 north of Genesee and along Genesee Avenue east of I-5.
- Flow line/invert elevations for existing ditches and storm drain pipes.
- Field verification of existing storm drain and utility feature locations.

This task will includes merging the new survey data with any useful existing survey data and creating a new Digital Terrain Model (DTM) surface for the project area. This task also includes preparation of new project base maps for use in preparation of the PS&E documents.

Task 15.0 Review Geotechnical Design Report (Prepared by Caltrans)

It is anticipated (based on discussions between the City and Caltrans) that the Geotechnical Design Report for this project will be prepared by Caltrans as part of the I-5 North Coast Corridor project. This task will include one coordination meeting with Caltrans. The Geotechnical Design Report will be provided to the Consultant by Caltrans and is anticipated to include the following information:

- Recommendations for construction of cut slopes and embankments along I-5.
- Horizontal and vertical mapping of the limits of the landslide material in the vicinity of the Genesee Avenue SB off-ramp.
- Recommendations for retaining wall type selection and design along I-5.
- Recommendations for mitigation of seismic hazards.

Task 16.0 Review Materials Report (Prepared by Caltrans)

It is anticipated (based on discussions between the City and Caltrans) that the Materials Report for this project will be prepared by Caltrans as part of the I-5 North Coast Corridor project. The Materials Report will be provided to the Consultant by Caltrans and is anticipated to include the following information:

- Recommendations for pavement structural design.

Task 17.0 Prepare Bridge Structure Foundation Report

The Consultant will prepare a preliminary structures foundation report (PFR) as identified in the Office of Specially Funded Projects (OSFP) Information and Procedures Guide. The PFR shall include a proposed plan for geotechnical borings and will be included as part of the structure type selection report.

Task 18.0 Preliminary Utility Engineering

Task 18.1 Utility Potholing:
The Consultant will pothole and survey the location of existing utilities within the project limits as required by the Caltrans high and low risk utility policy. This task will include coordination with Caltrans, the City, Scripps Hospital, UCSD, and the utility owners prior to initiation of pothole activities. Coordination will consist of a written notice that pothole locating will be undertaken and up to two related coordination meetings with the City, Caltrans, and the various affected utility and property owners. Caltrans and property owner coordination will also include encroachment permits, rights of entry, and approvals needed to conduct the potholing. This task will also include the transfer of all horizontal and vertical (including inverts for wet utility conflicts) pothole information to the project base mapping. Utilities to be potholed, that are covered under this Contract amendment, will be those identified in the Project Report.

Task 18.2 Utility Conflict Maps Update:
Using the revised project limits and utility potholing, the Consultant shall update the utility conflict maps. This update will include the identification of any additional right-of-way required to accommodate relocation of the utilities in conflict with the proposed work. The updated utility conflict maps will be submitted as part of the 60 percent complete PS&E submittal package.

Assumptions:

- Utility relocation plan preparation and utility owner coordination are covered under subsequent tasks in this scope.
- Preliminary final design project features have been finalized.
- Up to two rounds of review and comment by Caltrans are included in this scope of services.
- Necessary approvals can be obtained in a timely manner.
- Locations where potholing is required are accessible.
- Utility owners can provide location data sufficient to allow their utilities to be located by potholing.

Deliverables:

- Potholed Utility Locations Depicted on the Base Mapping

- Updated Utility Conflict Maps

Task 19.0 Obtain Permits and Agreements

Task 19.1 Caltrans Encroachment Permit:
The Consultant will obtain Caltrans Encroachment Permit for all field investigations. Prime Consultant will apply for a "parent" encroachment permit for the project. Prime Consultant will then apply for "child" encroachment permits for other subconsultants. These encroachment permits are being obtained on behalf of the City and it is assumed that permit fees will not be required. If permit fees are required by Caltrans, they will be paid directly by the City.

Task 19.2 Resource Agency Coordination/Permits:
The Consultant will coordinate with Resource Agencies to assist in obtaining permits as described below:
The original scope of work for this task assumed that the Clean Water Act Section 404 Permit would consist of a Nationwide Permit to address minor anticipated impacts to wetlands. Based on the latest preliminary design for the area northwest of I-5/Genesee Avenue interchange, the required buttress would extend into approx. 1.13 acre wetland area. This impact is assumed to require an Individual Permit from the Corps, for which $7,350 was budgeted in 2003 as an optional task, if necessary. This amount of money is now not enough to convert the wetland permitting from impacts to a small sliver of area adjacent to a drainage (previous project footprint) to an impact now anticipated to be greater than one acre (new project footprint incorporating the buttress). The costs of any permit fees are not know at this time and are not included in this amendment. If permit fees are required by any of the resource agencies, they will be paid directly by the City.

Since Consultant's original scope and cost for agency permitting was prepared, the following changes in permit processing requirements have been enacted by the agencies:

1) California Department of Fish & Game (CDFG) now requires counting and mapping all trees at breast height (detailed arborist survey),
2) Army Corp of Engineers' (ACOE) interpretation of delineations (Arid Southwest and Rapanos) is now more complex and requires additional consultant time to prepare the applications and process,
3) Regional Water Quality Control Board (RWQCB) is now scrutinizing delineations

The Consultant will assist in obtaining permits, attend meetings, and assist in the resolution of permitting issues, including:

- Preparation of the permit and attachments such as exhibits, maps, etc.
- Submit permit application.

Task 20.0 Preliminary Final Design – 30% Complete

The Consultant will prepare preliminary final design plans (~30% Complete) using the project feature plans contained in the Project Report as a base and incorporating the updated

GADs geometrics. Data from the Geotechnical Design Report, Materials Report, and updated utility location survey will also be incorporated into the 30% design. The purpose of the 30% plans submittal will be to finalize the project features (including English units horizontal and vertical road geometrics) prior to initiation of the PS&E work. This process is expected to result in some changes to the preliminary project features shown in the Project Report. These changes are not expected to result in any new Advisory or Mandatory design exceptions. This task will include a reevaluation/redesign of the project grading limits and retaining walls to incorporate steeper (1.5:1) slopes if such a recommendation is made in the Geotechnical Design Report prepared by Caltrans. The 30% complete plans package is expected to consist of the following data:

Sheet Name	Assumed Sheets
Title Sheet	1
Typical Cross Sections (X)	10
Key Map and Line Index (K)	1
Layouts (L)	11
Profile and Superelevation Diagrams (P)	18
Drainage Plans (D) (Layout only)	11
Utility Plans (U) (Layout only)	20
Staging and Detour Plans (SC)	25
Pavement Delineation Plans (PD)	11
Retaining Wall Plans (R) (Layout only)	18

Task 21.0 Update Hydrology and Hydraulic Report

The Consultant shall update the preliminary drainage report contained in the Project Report as necessary to accommodate the revised 30 percent preliminary design project features identified above. All report information will also be converted to reflect English units as required by Caltrans.

Task 22.0 Structures Type Selection Packages

Task 22.1 Structure Site Plans:

The Consultant shall prepare a Bridge Site Data Submittal (BSDS) package as identified in the Office of Specially Funded Projects (OSFP) Information and Procedures Guide. The BSDS package will be based on the Genesee Avenue overcrossing advanced planning study contained in the Project Report updated to reflect the revised horizontal and vertical geometrics shown on the 30 percent complete final design. The SDS package will consist of completed BSDS forms and associated attachments.

The attachments submitted with the BSDS form will consist of: strip map, aerial photo of the site, bridge site plan, profile grade, superelevations, typical sections, detour or stage construction plans, utility map & utility information sheets, and lane closure charts.

Assumptions:

- Preliminary final design project features have been identified.
- The BSDS packages will be submitted to Caltrans separately from the GAD and preliminary final design plan packages.
- Up to two rounds of review and comment by Caltrans are included in this scope of services.

Task 22.2 Site Plans for Retaining Walls:

The Consultant shall prepare a Bridge Site Data Submittal (BSDS) for retaining walls package (for all non-standard retaining walls) as identified in the Office of Specially Funded Projects (OSFP) Information and Procedures Guide. This BSDS package will be based on the retaining wall plan and elevation plans contained in the Project Report updated to reflect the revised project features shown on the 30 percent preliminary final design plans. The BSDS for retaining walls package will consist of completed BSDS forms and associated attachments. The attachments submitted with the BSDS form will consist of: strip map; aerial photo of the site; retaining wall site plan; wall elevation/profile plan; detour or stage construction plans; and utility map & utility information sheets.

Assumptions:

- Preliminary final design project features have been identified.
- The BSDS packages will be submitted to Caltrans separately from the GAD and preliminary final design plan packages.
- Up to two rounds of review and comment by Caltrans are included in this scope of services.

Task 22.3 Type Selection Package

The Consultant shall perform the steps to gain Caltrans approval for the bridge type selection. The Consultant shall a type selection document in accordance with Caltrans MTD 1-29 and attend a type selection meeting in Sacramento, which includes:

- Coordinate with the project geotechnical engineer for foundation type and sizing.
- Evaluate bridge superstructure alternatives and prepare a single general plan and preliminary cost estimate for the Genesee Avenue overcrossing.
- Coordinate with the project civil designer for traffic staging requirements on Genesee Avenue overcrossing.
- Prepare a type selection memo with our recommendation for design alternative, existing bridge removal and stability, abutment and bent layout, utility issues, maintenance issues, and construction methods.
- Attend one type selection meeting in Sacramento.
- Review and respond to type selection comments. A revised memo, general plan, and estimate will be provided to Caltrans for final review and acceptance.
- Attend up to two (2) team meetings in San Diego during the type selection phase.

EXHIBIT A-2

Task 23.0 Perform PS&E Project Management

Task 23.1 PS&E Project Management:
This task includes overall project management, Project Development Team (PDT) leadership, progress monitoring and maintenance of project files. The Consultant shall provide continuous coordination, monitoring, and review of project progress for conformance with Caltrans and City of San Diego standards, policies and procedures. The Consultant shall organize and attend monthly PDT meetings to discuss project scope, schedule, and cost, and other issues. The Consultant shall provide agendas and discussion materials for each meeting. After each meeting the Consultant shall prepare meeting minutes that shall include an action item matrix and documentation for all project decisions. The meeting summaries shall be distributed to all meeting attendees for review and comment prior to the following meeting.

The Consultant shall prepare a project schedule that follows the WBS breakdown shown in the scope of services. The schedule shall include project milestones. The draft schedule shall be submitted to the City of San Diego and Caltrans for review, comment, and approval at the beginning of the project. The schedule shall be prepared using Primavera (P3 or SureTrack).

The Consultant shall also perform the following project management tasks associated with this project:

- Project management of the progress of all project task and subtask work.
- Preparation of monthly project schedule updates.
- Preparation of quarterly progress reports to SANDAG, if necessary.
- Develop and update the project risk management plan.
- Develop and maintain project technical records.

Assumptions:

- PS&E component duration covered by this amendment will be 6 months from the date of approval of this contract amendment. Project Management for the remainder of the duration of the PS&E phase will be covered by a subsequent amendment

Task 23.2 PS&E Contract Administration:
The Consultant shall develop and maintain a complete accounting of all project financial records. The Consultant shall also perform the following contract administration tasks associated with this project:

- Preparation of monthly invoices and progress reports.
- Administration/management of subconsultant contracts and activities.

Date Prepared: v01 05-May-2008

City CIP No.: 52-372-0
Document No.: RR-298854-1
Amendment No.: 02

EXHIBIT B-2

COMPENSATION AND FEE SCHEDULE

Task No.	Task Name	Total
LABOR		
1.0	Ancient Landslide Mitigation (Genesee SB Off-Ramp & I-5 Mainlines)	$47,300
2.0	Additional Design Elements Requested by Caltrans	$15,700
3.0	Coordination With Scripps Hospital	$23,100
4.0	Air Quality Analysis Report Update	$600
5.0	Aerially Deposited Lead (ADL) Report Update	$600
6.0	Prepare a Noise Abatement Decision Report (NADR)	$10,000
7.0	Additional Coordination with Caltrans NPDES	$9,900
8.0	Retaining Wall Design and Aesthetic Coordination	$18,000
9.0	Traffic Operations Report Update	$25,000
10.0	Draft Initial Study/MND and Environmental Assessment Update	$8,400
11.0	Update Draft Project Report and Engineering Studies	$58,900
12.0	Genesee Avenue Interim Improvements Construction Support	$36,900
13.0	Prepare Geometric Approval Drawings (GADs)	$14,400
14.0	Perform Design Surveys and Photogrammetric Mapping	$12,300
15.0	Review Geotechnical Design Report (Prepared by Caltrans)	$2,800
16.0	Review Materials Report (Prepared by Caltrans)	$2,500
17.0	Prepare Bridge Structure Foundation Report	$5,000
18.0	Preliminary Utility Engineering	$51,400
19.0	Obtain Permits and Agreements	$23,300
20.0	Preliminary Final Design – 30% Complete	$206,000
21.0	Update Hydrology and Hydraulic Report	$48,600
22.0	Structures Type Selection Packages	$24,500
23.0	Perform PS&E Project Management	$79,400
Subtotal Labor		$725,500
EXPENSES		
Direct Expenses		$39,000
Reproduction		$18,000
Subconsultant - Survey/Mapping (Aguirre & Associates)		$162,000
Subconsultant - Environmental (Helix Environmental)		$142,300
Subconsultant - Geotechnical (Ninyo & Moore)		$96,100
Subconsultant - Structural (Simon Wong)		$58,000
Subconsultant - Potholing (TBD)		$50,000
Subtotal Expenses		$565,400
Additional Cost, As Authorized by City (Section 3.3)		$300,000
Total Amendment No. 2		**$1,590,900**

EXHIBIT C-2

TIME SCHEDULE

All services defined in this Second Amendment to the Agreement are anticipated to be completed within 6 months of the date of its approval by the City.

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