

000011

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

PAC Tracking #1292

1. CERTIFICATE NUMBER (FOR AUDITOR'S USE ONLY)
290018L

TO: CITY ATTORNEY

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

3. DATE: 50
July 17, 2008 01/20

4. SUBJECT:
SECOND AMENDMENT TO AGREEMENT FOR LA JOLLA VILLAGE DRIVE - TORREY PINES ROAD TO VILLA LA JOLLA

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 908A

7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	79001 RR		
DEPT.	30244		
ORGANIZATION	107		
OBJECT ACCOUNT	4279		
JOB ORDER	524520		
C.I.P. NUMBER	52-452.0		
AMOUNT	\$1,500		

9. ADDITIONAL INFORMATION / ESTIMATED COST:	
Original Agreement	\$ 507,500
First Amendment	\$ 150,000
This Request (2 nd)	\$ 1,500
TOTAL	\$ 659,000

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIG. DEPT	<i>[Signature]</i>	7/31/08	9	COO	Not required	
2	FACILITIES FINANCING	<i>[Signature]</i>	8/4/08	10	P&C	<i>[Signature]</i>	9/17/08
3	EAS	<i>[Signature]</i>	8/5/08	11	CITY ATTORNEY	<i>[Signature]</i>	11/18/2008
4	EOCP	<i>[Signature]</i>	8/18/08	12	ORIG. DEPT	<i>[Signature]</i>	9/1/24/08
5	COUNCIL LIAISON	<i>[Signature]</i>	8/22/08	DOCKET COORD: _____ COUNCIL LIAISON SC 11/25/08			
6	CIP/FM	<i>[Signature]</i>	8/21/08	<input type="checkbox"/> SPOB <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION <input type="checkbox"/> REFER TO: _____ COUNCIL DATE: 12/9/08			
7	AUDITOR	<i>[Signature]</i>	9/3/08				
8	DEPUTY CHIEF	<i>[Signature]</i>	8/5/08				

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

1. Authorizing the Mayor or his deisgne to execute a Second Amendment to the agreement with Cornerstone Engineering Corporation for professional engineering services for CIP 52-452.0, La Jolla Village Dr. - Torrey Pines Road to Villa La Jolla Drive Project in the amount of \$1,500; and

(Continued)

11A. STAFF RECOMMENDATIONS: Adopt the Resolutions and Ordinance

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

COUNCIL DISTRICT(S): Peters (1) Activity was covered under certified MND, LDR No. 42-0823, PTS No. 5264 by Resolution No. 238807 dated Jan. 26, 2004
COMMUNITY AREA(S): University City RK

ENVIRONMENTAL IMPACT: This activity (expenditure of funds for design and entering into a second amendment to the agreement with Cornerstone Engineering for the design of La Jolla Village Drive - Torrey Pines Road to La Jolla Village Drive) is not a "project" and is therefore not subject to CEQA pursuant to State CEQA Guidelines §15060(c)(3). This determination is predicated on Section 15004 of the Guidelines, which provides direction to lead agencies on the appropriate timing for environmental review. Construction activities related to this action will be subject to review under the provisions of CEQA

HOUSING IMPACT: None with this action

OTHER ISSUES: Attachments: Original, First and Proposed Second Amendment and Location Map

This item is subject to Charter Section 99: 6 votes required for approval

000012

2. Authorizing the expenditure of \$1,500.00 from Fund 79001, North University City Facilities Benefit Assessment, CIP 52-452.0, La Jolla Village Drive - Torrey Pines Road to Villa La Jolla for the purpose of executing this Second Amendment to the Agreement; and
3. Authorizing the City Auditor and Comptroller, upon advice from the administering department, to return excess funds, if any, to the appropriate reserves.

CITY ATTORNEY
08 SEP 17 PM 3:53
CIVIL DIVISION

EXECUTIVE SUMMARY SHEET

000013

DATE REPORT ISSUED: July 17, 2008
ATTENTION: Council President and City Council
ORIGINATING DEPT.: Engineering and Capital Projects
SUBJECT: Second Amendment to Agreement for La Jolla Village Drive –
Torrey Pines Road to Villa La Jolla
COUNCIL DISTRICTS: 1, Scott Peters
STAFF CONTACT: Marnell Gibson / Abi Palaseyed 619-533-5213/533-4654

REQUESTED ACTION: Council authorization to execute Second Amendment to Agreement with Cornerstone Engineering and authorize expenditure of funds for this purpose

STAFF RECOMMENDATION: Adopt the Resolutions and Ordinance

EXECUTIVE SUMMARY: The La Jolla Village Drive – Torrey Pines Road to Villa La Jolla Drive project provides for a six (6) traffic-lane prime arterial with sidewalks and Class 2 bike lanes between North Torrey Pines Road and Gilman Drive and an eight (8) traffic-lane prime arterial from Gilman Drive to Villa La Jolla Drive. It also includes bridge widening and interchange improvements at the La Jolla Village Drive/Gilman Drive overcrossing. This project is consistent with both the La Jolla Shores and University City Community Plans.

This Second Amendment to the consultant Agreement is for the purpose of drafting nine additional plan sheets due to changes made during construction, which need to be reflected into the record drawings (as-builts).

FISCAL CONSIDERATIONS: City of San Diego Council previously authorized the transfer of funds within the North University Facilities Benefit Assessment Fund 79001, from CIP 52-362.0, Nobel Drive Extension into CIP 52-452.0, La Jolla Village Dr. – Torrey Pines Road To Villa La Jolla. Funding for the second amendment to the agreement in the amount of \$1,500 is available in Fund 79001, North University City Facilities Benefit Assessment Fund, CIP 52-452.0, La Jolla Village Drive – Torrey Pines Road To Villa La Jolla.

PREVIOUS COUNCIL COMMITTEE ACTION:

On March 29, 1993, per RR-281698 the City Council approved the Consultant Agreement with Fraser Engineering (Cornerstone Engineering), to provide professional engineering services for the design of the subject project which included the widening of La Jolla Village Drive from North Torrey Pines Road to Gilman Drive and the widening of the Gilman / La Jolla Village Drive bridge overcrossing.

On June 10, 2003, per RR-298063, the City Council approved a First Amendment to the agreement with Cornerstone Engineering to provide updated plans and specifications and also to provide engineering support services during construction.

On May 10, 2004 per RR-299189, the City Council approved the transfer of funds into the CIP 52-452.0, La Jolla Village Drive Widening – Torrey pines Road to Villa La Jolla, for the purpose of funding the final construction change order and related costs.

EXECUTIVE SUMMARY SHEET

000014

EQUAL OPPORTUNITY CONTRACTING

Funding Agency: City of San Diego

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

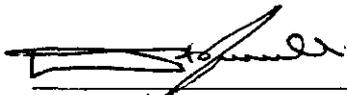
Sub-consultant Participation: Previously Approved Agreement \$16,900 DBE (2.57%) and
\$35,800 OBE (5.45%)
For this amendment of \$1,500 the subconsultant participation is 0%

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

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: The University City Planning Group and La Jolla Community Planning Association were previously provided status updates and informational meetings of the project by the design team.

KEY STAKEHOLDERS: City of San Diego, Cornerstone Engineering Corporation, University City Planning Group, La Jolla Shores Community Planning Association


Patti Boekamp
Director, Engineering and Capital Projects


David Jarrell
Deputy Chief, Public Works

000015

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE: 50
01/20

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

August 18, 2008

SUBJECT: Second Amendment to Agreement For La Jolla Village Drive – Torrey Pines Road To Villa La Jolla

GENERAL CONTRACT INFORMATION

Recommended Consultant: Cornerstone Engineering Corporation
Amount of this Action: \$ 1,500
Original Contract: \$ 507,500
All Other Actions: \$ 150,000
Cumulative: \$ 659,000
Funding Source: City

SUBCONTRACTOR PARTICIPATION

This Action

Cumulative

Fraser Engineering, Inc. (DVBE)	\$ 0	0%	\$ 256,800	38.8%
Ninyo & Moore (Other)	\$ 0	0%	\$ 16,000	2.42%
Alpha Engineering (Other)	\$ 0	0%	\$ 18,000	2.73%
Flores & Associates (Other)	\$ 0	0%	\$ 10,000	1.51%
Total Certified Participation	\$ 0	0%	\$ 256,800	38.8%
Total Other Participation	\$ 0	0%	\$ 44,000	6.67%
Total Participation	\$ 0	0%	\$ 300,800	45.64%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Cornerstone Engineering Corporation submitted a Work Force Report for their San Diego office dated July 3, 2008. The firm's workforce consists of less than 15 employees and is therefore, exempt from employment categories goals.

ADDITIONAL COMMENTS

The *Work Force Analysis* is attached.



Beryl Rayford

EOC Program Manager by:AMJ

000016

File: Admin WOFO 2000

Date WOFO Submitted: 7/3/2008

input by: amj

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: Cornerstone Engineering Corporation

I. TOTAL WORK FORCE:

	Black		Hispanic		Asian		American Indian		Filipino		White		Other					
	Goals	M	F	Goals	M	F	Goals	M	F	Goals	M	F	Goals	M	F			
Mgmt & Financial	3.3%	0	0	11.9%	0	0	6.2%	0	0	6.2%	0	0	6.2%	1	1	0	0	
Professional	4.0%	0	0	12.6%	0	0	6.5%	0	0	6.5%	0	0	6.5%	4	0	0	0	
A&E, Science, Computer	2.8%	0	0	7.3%	0	0	16.2%	0	0	16.2%	0	0	16.2%	0	0	0	0	
Technical	6.6%	0	0	14.6%	0	0	17.2%	0	0	17.2%	0	0	17.2%	5	0	0	0	
Sales	3.9%	0	0	19.5%	0	0	6.8%	0	0	6.8%	0	0	6.8%	0	0	0	0	
Administrative Support	7.0%	0	0	20.6%	0	0	8.8%	0	0	8.8%	0	0	8.8%	0	1	0	0	
Services	5.5%	0	0	36.9%	0	0	9.7%	0	0	9.7%	0	0	9.7%	0	0	0	0	
Crafts	4.5%	0	0	25.8%	0	0	9.1%	0	0	9.1%	0	0	9.1%	0	0	0	0	
Operative Workers	4.3%	0	0	38.8%	0	0	20.8%	0	0	20.8%	0	0	20.8%	0	0	0	0	
Transportation	8.1%	0	0	32.1%	0	0	4.5%	0	0	4.5%	0	0	4.5%	0	0	0	0	
Laborers	4.4%	0	0	54.0%	0	0	4.1%	0	0	4.1%	0	0	4.1%	0	0	0	0	
TOTAL		0	0		0	0		0	0		0	0		10	2		0	0

HOW TO READ TOTAL WORK FORCE SECTION:

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

	ALL	M	F
Mgmt & Financial	2	1	1
Professional	4	4	0
A&E, Science, Computer	0	0	0
Technical	5	5	0
Sales	0	0	0
Administrative Support	1	0	1
Services	0	0	0
Crafts	0	0	0
Operative Workers	0	0	0
Transportation	0	0	0
Laborers	0	0	0
TOTAL	12	10	2

TOTAL EMPLOYEES			Female Goals
ALL	M	F	
2	1	1	39.8%
4	4	0	59.5%
0	0	0	22.3%
5	5	0	49.0%
0	0	0	49.4%
1	0	1	73.2%
0	0	0	62.3%
0	0	0	8.6%
0	0	0	36.7%
0	0	0	15.2%
0	0	0	11.1%

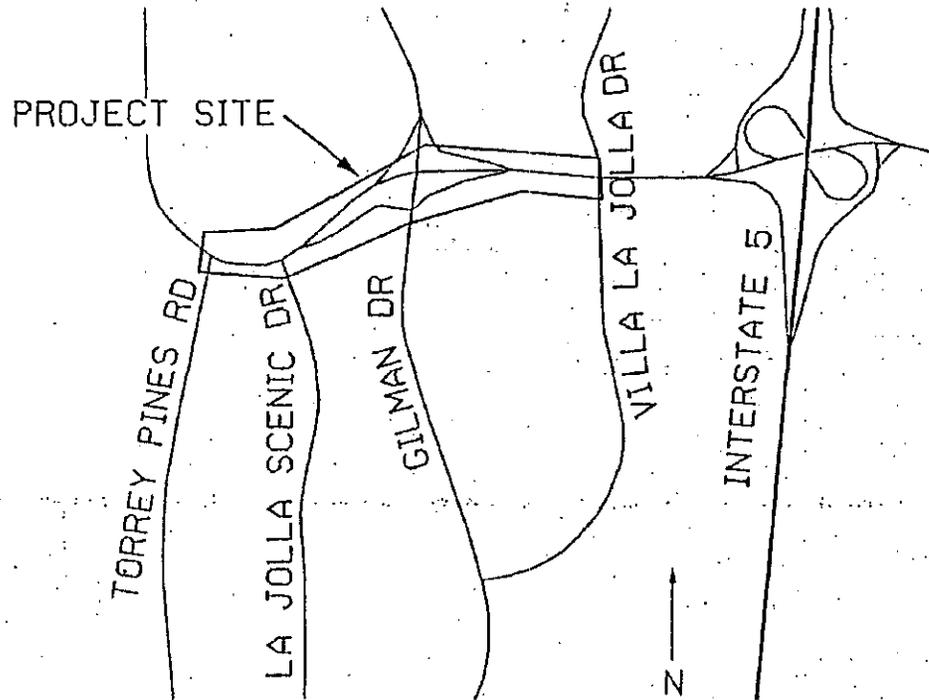
HOW TO READ EMPLOYMENT ANALYSIS SECTION:

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.

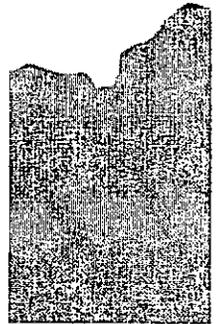
II. EMPLOYMENT ANALYSIS

This firm has fewer than 15 employees and is, therefore, exempt from the employment category goals.

LA JOLLA VILLAGE DRIVE
TORREY PINES ROAD TO VILLA LA JOLLA DRIVE
CIP NO. 52-452.0



PROJECT LOCATION MAP
NOT TO SCALE



000021

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 CORNERSTONE ENGINEERING CORPORATION FOR THE LA JOLLA VILLAGE DRIVE-TORREY PINES ROAD TO VILLA LA JOLLA IN THE UNIVERSITY COMMUNITY AREA.

WHEREAS, On March 29, 1993 the City Council approved the Consultant Agreement with Fraser Engineering to provide professional engineering services; and

WHEREAS, Fraser Engineering was succeeded in interest by Cornerstone Engineering; and

WHEREAS, On June 10, 2003 the City Council approved a First Amendment to the agreement with Fraser Engineering (Cornerstone Engineering) to provide additional engineering support services during construction; NOW, THEREFORE,

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 Cornerstone Engineering Corporation, for professional engineering services 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.

000022

Section 2. That the expenditure of an amount not to exceed \$1,500 from Fund 79001, North University City Facilities Benefit Assessment [FBA], CIP 52-452.0, La Jolla village Drive – Torrey Pines Road to Villa La Jolla, 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. Pursuant to San Diego City Charter section 99, this ordinance requires six votes for passage.

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

000023

BE IT FURTHER RESOLVED, that this activity was covered under a previously certified Mitigated Negative Declaration, LDR No. 42-0823, PTS No. 5264 by Resolution No. 298807 dated January 26, 2004.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By 
Ryan Kohut
Deputy City Attorney

RK:cfq
09/18/08
AC#:2900186
Or.Dept:E&CP
O-2009-44

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

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to the La Jolla Village Drive Widening from North Torrey Pines Road to Interstate 5 dated March 29, 1993 [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and Cornerstone Engineering 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-281698, to provide Professional Engineering Services for the La Jolla Village Drive Widening from North Torrey Pines Road to Interstate 5 [Project].

B. The Parties entered into a First Amendment to the Agreement, dated June 10, 2003, which is on file in the Office of the City Clerk as Document No. RR-298063 for the purpose of updating the design to the current state and local standards and specifications.

C. 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 *[\$1,500]*.

D. Cornerstone Engineering, Inc. is the successor in interest of Fraser Engineering. Cornerstone Engineering, Inc. and remains responsible for all rights, obligations and liabilities of Fraser Engineering.

E. 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:

000026

1. Section 1, "CONSULTANT'S RESPONSIBILITIES", is amended by adding the following paragraphs:

1-1.1.1.1 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]."

1-1.6 This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or **March 29th, 2010** whichever is the earliest but not to exceed five years unless approved by City ordinance.

1-1.7 **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."

2. Section 4, "CONSULTANT'S COMPENSATION", is amended by adding the following paragraph:

4-2.3 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 [~~*\$1500.00~~], as set forth in the Compensation and Fee Schedule [Exhibit B-2]. The Consultant shall be entitled to compensation for Professional Services

000027

under this First Amendment to the Agreement, whether within the Scope of Services or as Additional Services, based on the Compensation and Fee Schedule. For the duration of this First Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Compensation and Fee Schedule. The Total Compensation to Consultant under this Agreement shall not exceed [~~*\$1500.00~~].”

3. Section 6-11 is amended to read as follows:

DELETE in its entirety and INSERT:

6-11 Indemnification. Other than in the performance of design professional services which shall be solely as addressed in Section 6-11.1 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.

000028

6-11.1 Design Professional Services Indemnification and Defense.

6-11.1.1 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.

6-11.1.2 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.

6-11.1.3 Insurance. The provisions of this Article are not limited by the requirements of Section 6-12 related to insurance.

6-11.1.4 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. The following attachments are incorporated herein by reference as follows:
Exhibits A-2 (Scope of Services), B-2 (Compensation and Fee Schedule).

5. 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.

000029

IN WITNESS WHEREOF, this Second Amendment to the La Jolla Village Drive Widening from North Torrey Pines Road to Interstate 5 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 Consultant.

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

Date: _____

Cornerstone Engineering, Inc.

By: *Derrill G. Whitten*
Name: Derrill G. Whitten
Title: President
Date: 6/02/08

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

MICHAEL AGUIRRE, City Attorney

By: _____
Ryan Kohut
Deputy City Attorney

000031

City of San Diego/Cornerstone Engineering, Inc.

La Jolla Village Drive Widening Project

Contract Amendment 2

Exhibit A-2 – Scope of Services

May 2, 2008

SCOPE OF WORK

1. Additional As-built Services

Additional Plan Sheets were added during construction by the contractor for the construction of the retaining wall. These sheets were then required to be added to the as-built mylars. Cornerstone Engineering will make the necessary adjustments to the cover sheet as well as add the new mylar sheets.

000032

Exhibit B-2 - Compensation and Fee Schedule

La Jolla Village Drive Widening Project - Contract Amendment 2

TASK DESCRIPTION			Agreed Lump Sum Cost
1)	Additional As-built Sheets	During construction there were additional plan sheets added to the project by the contractor. Additional design work was required during the as-built phase	\$1,500.00

000033

CLERK'S FILE COPY

107
(R-2003-1391)

RESOLUTION NUMBER R- 298063

ADOPTED ON JUN 10 2003

WHEREAS, on March 29, 1993, by Resolution RR-281698, the City Council approved the Consultant Agreement with Fraser Engineering for the preparation of plans, specifications and estimates of the La Jolla Village Drive Widening From North Torrey Pines Road to Interstate 5 [Project]; and

WHEREAS, the Project will provide a six traffic lane arterial with sidewalks and bike lanes between North Torrey Pines Road and Gilman Drive and an eight traffic lane prime arterial from Gilman Drive to Villa La Jolla Drive; and

WHEREAS, the City of San Diego now wishes to amend the Agreement with Fraser Engineering; NOW THEREFORE,

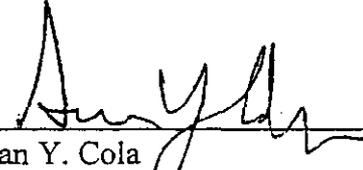
BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized and empowered to execute, for and on behalf of said City, a First Amendment Agreement with Fraser Engineering, in an amount not to exceed \$150,000 for professional engineering services for CIP No. 52-452.0 for La Jolla Village Drive Widening, contingent upon the Auditor and Comptroller first certifying that funds are available, and under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR- 298063, 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.

000034

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$150,000 from Fund 79001, Facilities Benefit Assessment Fund, is hereby authorized, solely and exclusively for the purpose of providing funds for the above project.

APPROVED: CASEY GWINN, City Attorney

By



Susan Y. Cola
Deputy City Attorney

SYC:sc
05/27/03
Aud.Cert: 2301191
Or.Dept:E&CP
R-2003-1391

FIRST AMENDMENT TO AGREEMENT

This document is the First Amendment to the Agreement between the City of San Diego [City] and Fraser Engineering [Consultant] for Professional Services pertaining to the widening of La Jolla Village Drive between Aquarium Access Road to I-5 and the La Jolla Village Drive/Gilman Drive interchange overpass and ramps [Project]. The Agreement is on file in the Office of the City Clerk as Document No. RR-281698.

RECITALS

A. On March 29, 1993, the City entered into the Agreement with Consultant wherein the Consultant agreed to provide Professional Services for the Project, including a requirement that the Consultant design the Project in conformance with then current state and local standards and specifications.

B. The City now desires to modify the Agreement by requiring the Consultant to design the Project in conformance with updated current state and local standards and specifications and to increase the total compensation to Consultant for Professional Services in an amount not to exceed ONE FIFTY AND THOUSAND DOLLARS (\$150,000).

C. Consultant desires to provide the Professional Services required under this First Amendment.

NOW, THEREFORE, in consideration of the Recitals stated above and incorporated herein by this reference and the mutual obligations of the parties expressed herein, the 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, "CONSULTANT'S RESPONSIBILITIES," is amended by adding the following paragraphs:

1-1.1.1 Consultant, under the general supervision of the City Manager or his designated representative, shall update the plans, specifications, and estimates for the Project to meet current design requirements, including, but not limited to, the 1999 Caltrans Standard Plans and Specifications, the 2000 City of San Diego Standard Plans and Specifications, and other applicable current standards.

1-2.2.16.1 Consultant shall update existing permits to meet the standards referenced in Section 1-1.1.1 of this First Amendment to the

Agreement.

2. SECTION 4, "CONSULTANT'S COMPENSATION," of the Agreement is amended by adding the following paragraphs:

- 4-1.1.1 For Consultant's basic services performed pursuant to this First Amendment to the Agreement, the City shall pay Consultant a base fee not to exceed ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000), for a Total Compensation under the AGREEMENT not to exceed FIVE HUNDRED FORTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$547,500).
- 4-1.3.1 If the City requires additional Professional Services [Additional Services] not included as part of the basic services for this First Amendment to the Agreement, payment for such services shall be based upon hourly rates, as indicated in the Fee Schedule (Exhibit B-1), which is attached to this First Amendment and made a part hereof. The Additional Services shall include all direct costs, salaries, fringe benefits, overhead and profit. If required, payment for Additional Services shall not exceed TWENTY THOUSAND DOLLARS (\$20,000), for a Total Compensation for Additional Services under the Agreement not to exceed ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000). The City and the Consultant must agree in writing upon such fee for a specific task based on the Fee Schedule prior to the Consultant beginning the Additional Services.
- 4-2.1.1 For Item Number 3 listed under Section 4-2.1 of the Agreement, the City shall add a Consultant fee not to exceed NINETY THOUSAND DOLLARS (\$90,000), for a Total Compensation under the Agreement not to exceed THREE HUNDRED NINETY FOUR THOUSAND NINE HUNDRED DOLLARS (\$394,900).
- 4-2.1.2 For Item Number 5 listed under Section 4-2.1 of the Agreement, the City shall add a Consultant fee not to exceed THIRTY EIGHT THOUSAND DOLLARS (\$38,000), for a Total Compensation under the Agreement not to exceed FIFTY FIVE THOUSAND DOLLARS (\$55,000).
- 4-2.1.3 For Item Number 6 listed under Section 4-2.1 of the Agreement, the City shall add a Consultant fee not to exceed TWO THOUSAND DOLLARS (\$2,000) for a Total Compensation under the Agreement not to exceed FIVE THOUSAND DOLLARS (\$5,000).

000037

- 3. The parties agree that this First Amendment to the Agreement represents the entire understanding of the Consultant and the City and affects only those paragraphs referred to, and all other terms and conditions of the Agreement remain in full force and effect.
- 4. The following attachments are incorporated into the Agreement by reference: Exhibit B-1.

IN WITNESS WHEREOF, this FIRST AMENDMENT to AGREEMENT is executed by the City, acting by and through its City Council, and by Consultant.

Dated this 16th day of Jan, 2002.

THE CITY OF SAN DIEGO

By [Signature]
 City Manager
 Print Name: FRANK BECKETT
 Title: Director
 Date: 6-11-02

FRASER ENGINEERING

By [Signature]
 Print Name: CRAIG T. FRASER
 Title: President
 Date: 4/14/03

I HEREBY APPROVE the form and legality of the foregoing Amendment on this 2nd day of July, 2003.

CASEY GWINN, City Attorney

By [Signature]
 Susan Y. Gola
 Deputy City Attorney

000039

FRASER ENGINEERING, INC.

Standard Compensation Rate Schedule
 City of San Diego La Jolla Village Drive Widening Project
 Effective January 1, 2003

ENGINEERING & PLANNING SERVICES:

COST/HOUR

Chief Engineer/Company Principal	\$140.00
Principal Engineer	120.00
Senior Engineer	114.00
Engineer	94.00
Associate Engineer	83.00
Assistant Engineer	70.00
Engineering Technician IV	83.00
Engineering Technician III	78.00
Engineering Technician II	63.00
Engineering Technician I	57.00

SURVEYING SERVICES:

Principal Surveyor	120.00
Senior Surveyor	114.00
Surveyor	94.00
Survey Technician IV	83.00
Survey Technician III	69.00
Survey Technician II	63.00
Survey Technician I	57.00
4-Man Field Survey Crew	*250.00
3-Man Field Survey Crew	*208.00
2-Man Field Survey Crew	*156.00
1-Field Crew	*99.00

INSPECTION SERVICES:

Principal Inspector	*120.00
Senior Inspector	*94.00
Inspector III	*78.00
Inspector II	*63.00
Inspector I	57.00

OFFICE SUPPORT SERVICES:

Office Engineer/Project Coordinator	70.00
Office Technician II	40.00
Office Technician I	32.00

MISCELLANEOUS SERVICES AND EXPENSES

Expert Testimony/Court Appearance	*225.00
Forensic Engineering	*135.00
CADD Equipment Usage	**25.00
Computer Usage	**10.00
Microfiche Services	**10.00
Mileage	0.35/mi
Subsistence	Cost
Outside Services	Cost + 15%
Material and Other Expenses	Cost + 20%

NOTES: Hourly billing rates include overhead, profit, employee fringe benefits, including sick pay, vacation, holidays, social security, medical benefits, pension, Workman's Compensation, and State and Federal Unemployment Tax, etc. All rates are subject to change without notice. Rates indicated above are for Prevailing Wage projects. Overtime is defined as the excess above 8 hours on weekdays and all Saturdays, Sundays and holidays. Hourly rates indicated shall apply to all travel time. Rates are subject to annual adjustments on January 1 of each year.

- * 4 Hour Minimum
- ** 1 Hour Minimum

000041

(R-93-1474)

RESOLUTION NUMBER R- 281698

ADOPTED ON MAR 29 1993

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 Fraser Engineering, Inc., to provide construction documents for the street improvements to La Jolla Village Drive - Torrey Pines Road to Villa La Jolla Drive, under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR- 281698.

BE IT FURTHER RESOLVED, that the Council hereby authorizes the consolidation of CIP 52-453.0, La Jolla Village Drive - Gilman Drive Bridge and CIP 52-452.0, La Jolla Village Drive - Torrey Pines Road to Villa La Jolla Drive by transferring expenditures and available funds from CIP 52-453.0 to CIP 52-452.0.

BE IT FURTHER RESOLVED, that the Council hereby authorizes the closing of CIP 52-453.0, La Jolla Village Drive - Gilman Drive Bridge.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$507,500 from 52-452.0, La Jolla Village Drive -

000042

Torrey Pines Road to Villa La Jolla Drive, is hereby authorized, solely and exclusively for the purpose of providing funds for the above project.

APPROVED: JOHN W. WITT, City Attorney

By



John K. Riess
Deputy City Attorney

JKR:pev
03/16/93
Aud.Cert:9300837
Or.Dept:E&D
R-93-1474
Form=r.auagr

000043

Passed and adopted by the Council of The City of San Diego on MAR 29 1993 by the following vote:

YEAS: WOLFSHEIMER, ROBERTS, HARTLEY, BEHR, STALLINGS, MCCARTY, VARGAS,
MAYOR GOLDING.

NAYS: STEVENS.

NOT PRESENT: NONE.

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: MARY CEPEDA, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION
NO. R- 281698, passed and adopted by the Council of The City of San Diego, California
on MAR 29 1993

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: *Mary Cepeda*, Deputy

000045

AGREEMENT

THIS AGREEMENT is made by the CITY OF SAN DIEGO, a municipal corporation herein called "City," and FRASER ENGINEERING herein called "Consultant."

R E C I T A L S

A. City desires Consultant to provide the design and construction documents for the widening of La Jolla Village Drive between Aquarium Access Road to I-5 and the widening of the La Jolla Village Drive/Gilman Drive interchange overpass and ramps, herein referred to as "Project," in accordance with the terms and conditions of this Agreement.

B. La Jolla Village Drive will be designed and constructed as a six (6) traffic-lane prime arterial with sidewalks and bike lanes between North Torrey Pines Road and Gilman Drive and eight (8) traffic-lane prime arterial from Gilman Drive to Villa La Jolla Drive. The La Jolla Village Drive/Gilman Drive interchange will be designed and constructed as a major street with the bridge improvements consisting of six (6) traffic lanes and sidewalk; ramp improvements will consist of traffic lanes, sidewalks and bike lanes as necessary. Additional improvements will be to extend the free right-turn lane from Villa La Jolla Drive to I-5 on La Jolla Village Drive westbound and a free right-turn lane to Torrey Pines Road on La Jolla Village Drive eastbound.

C. City requires Consultant's professional services for the Project.

D. Consultant is ready, willing and able to provide such

000046

professional services.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties hereto as herein expressed, City and Consultant agree as follows:

SECTION 1 - CONSULTANT'S RESPONSIBILITIES

1-1 GENERAL:

1-1.1 Consultant, under the general supervision of the City Manager or his designated representative, shall provide engineering design services for completion of the Project in conformance with the engineering standards (see appendix "A") established for road by the City of San Diego and Bridge Projects by the State of California, Department of Transportation (CALTRANS).

1-1.2 Consultant is responsible for the design and services during construction of the Project in accordance with all applicable laws, regulations and codes.

1-1.3 Consultant's services shall include one (1) formal presentation; to provide information about the Project. Consultants shall be responsible for preparation of project graphics for presentations and general use. Graphics for the three (3) alternatives will be prepared in schematic form and the graphic for the final alternative chosen will be prepared in a more detailed manner. Additional presentations requested by the City will be paid under Section

4-1.3.

1-1.4 Consultant shall obtain all necessary geotechnical investigation required for design of the Project. The Consultant's

000047

Geotechnical subconsultant shall prepare a statement that will be included in the Construction Documents as to the nature of soils, ground water conditions and any other information concerning the existing conditions of the site.

1-1.5 The Consultant shall research existing and proposed records of bridge, street, freeway, bike facility, drainage, water transmission lines, utilities and grading improvements which are pertinent to the design and construction of this Project.

1-2 PROJECT PHASES:

1-2.1 Preliminary Phase.

1-2.1.1 Draft Project Study. Consultant shall conduct a complete inspection of the site and consult with the City to ascertain programmatic requirements of the Project including operational needs analysis in coordination with the City's Engineering and Development Department. The draft project report shall include three alternative alignments in graphic form.

1-2.1.1.1 Each alternative considered shall include site plan, with diagrammatic indications showing relationships of existing and proposed Project components, slopes, cross-street profiles, ramp cross-sections, retaining walls, landscaping, drainage channels, traffic signals, structures, utilities, and right-of-way needs. Geologic needs based on record information only should be taken into consideration for each alternative.

1-2.1.2 Final Project study. Consultant shall, after City review of the preliminary project report, incorporate City comments and recommendations into the final Project report. Bridge report shall

000048

be included along with discussion of seismic retrofit.

1-2.1.3 Geotechnical Report including foundation study and boring as necessary. Include discussion of all alluvium or other loose soil and recommend if further testing is necessary for all alluvium quantity determination.

1-2.1.4 Project construction, right-of-way, easement, order of work, cost estimate and construction schedule for each alternative.

1-2.1.5 Evaluation of permits required to construct this Project. Evaluation may be made by contacting City departments, Federal, State and local agencies.

1-2.1.6 All Engineering reports shall comply with provisions of California Department of Transportation Local Programs Manual, Volume I, Section 08, Design Standards. The soils report will be in a format acceptable for road and bridge design and need not follow CalTrans format.

1-2.1.7 Upon City approval of the final project report, Consultant shall be directed to proceed with preparation of the Application for Environmental Impact. Should any additional Environmental Documentation be necessary they shall be paid under Section 4-1.3.

1-2.2 Construction Documents Phase. After City selection of the Project's concept and approval of environmental documents, the Consultant shall be directed to proceed with preparation of final construction plan, specifications and estimate.

1-2.2.1 The plan, specifications and estimate shall be prepared in accordance with the requirements contained herein for the design

000049

and construction of the Project which includes bridge, roadway, traffic control, striping, erosion control, grading, retaining walls, drainage, traffic signal modification, street lights utility coordination and relocation.

1-2.2.2 The Consultant shall prepare R/W and easement drawings for this Project which shall include the following:

1-2.2.2.1 Street easement drawings as required by the City. Street dedications shall be described by metes and bounds and must be submitted as a formal legal description. Areas shall be indicated by closure calculations in acres and square feet. The total acreage of each ownership involved in the street dedication shall be shown on the plans.

1-2.2.2.2 Any easement, if needed, shall be shown on street dedication drawings as required by the City. Easements shall be described by metes and bounds and must be submitted as a formal legal description. Areas shall be indicated by closure calculations in acres and square feet. The total acreage of each ownership involved in easements shall be shown on the drawings.

1-2.2.2.3 The Consultant shall provide a preliminary current title report and updated, if necessary, for this Project at the onset of Engineering and Development Department's request for acquisition services.

1-2.2.3 Consultant shall prepare strategy determination for retrofitting the bridge. Upon notice to proceed from the City, the Consultant shall prepare the retrofit design and an independent

000050

Consultant shall check the strategy determination and the retrofit design.

1-2.2.4 Consultant shall make provisions in the final Project design for any other public or private utility company's facilities which must be located or relocated as a result of the Project, such as SDG&E, Cox Cable TV, Pacific Bell, and the City of San Diego.

1-2.2.5 Consultant shall be responsible for coordinating the Project with public and private agencies. This function includes site visits, attending conference, and modifying PS&E as required in order to obtain approval for these agencies.

1-2.2.6 Consultant shall assume full responsibility as to the accuracy, completeness and adherence to the generally accepted engineering practices with respect to the Project. Checking of the plans and specifications by the City, will include both a review as to the functional acceptability of the design and for compliance with the specified requirements. The City's checks do not in any way constitute a professional engineering review.

1-2.2.7 Consultant shall accomplish the following tasks with respect to the Project in accordance with Appendix "A".

1-2.2.8 The roadway plans required for this Project shall include, but are not necessarily limited to, the following:

1-2.2.9 Plans and profiles for the roadway, curbs, drainage improvements, typical cross-sections, retaining walls, right-of-way widths, horizontal and vertical control data, utility coordination and relocation.

1-2.2.10 Reproducible earthwork cross-sections at fifty-foot (50')

000051

centers (maximum) for the Project.

1-2.2.11 The bridge plans shall include, but are not necessarily limited to, site plan, detailed plans and profile, structural typical sections, typical cross-sections, deck grid, foundation plan and details, miscellaneous construction details, structural calculations and specifications and any other necessary plans in accordance with accepted engineering practice.

1-2.2.12 Coordinate the electrical service point locations for the street lights and provide all the completed Electrical Services Orders (E.S.O.'s) prior to start of construction. Utility time slots shall be included in the specification.

1-2.2.13 Comply with City Engineering drafting standards in order to ensure good quality microfilm prints.

1-2.2.14 Potholing of subsurface facilities to ensure design compatibility except for Pacific Bell and SDG&E utilities. Costs for potholing will be paid for under Section 4-1.3. City will provide surveying services as necessary to tie in utilities exposed by potholing.

1-2.2.15 Provide a hydrology study and hydraulic calculations adequate for sizing drainage facilities.

1-2.2.16 Prepare and submit to City for processing, applications for all permits required for this Project. These permits shall be for the life of the Project (3-4 years).

1-2.2.17 The Consultant shall make required changes as a result of City's plan check process and resubmit to Project Manager corrected PS&E as set forth in "Copies of Submittals."

000052

1-2.2.18 At the one hundred percent (100%) submittal stage, the Consultant shall have a complete and independent bridge structural calculation check performed by a City-approved Registered Structural Engineer, who is not an employee of the Consultant. This check shall be in accordance with CALTRANS Checking Procedure Nov. 1986 "Memo to Designers." In addition, work sheets showing breakdowns of bridge quantities and roadway quantities by item and location shall be submitted. The independent quantity check shall be certified by the checking registered engineer.

1-2.3 Bidding Phase. Consultant shall provide the following services during the bidding phase.

1-2.3.1 Assist the City in responding to inquiries from prospective bidders.

1-2.3.2 Prepare change and clarification addenda.

1-2.4. Construction Phase. The construction phase will begin with contract award and will end when the plans are "As-Built" and the Project Notice of Completion is filed.

1-2.4.1 Consultant services provided during construction shall include the following:

1-2.4.1.1 Provide technical advice for the Project.

1-2.4.1.2 Attend the pre-construction meeting.

1-2.4.1.3 Shall make independent periodic visits to the site as deemed necessary by the Consultant or as required by the City to determine if work is proceeding in accordance with the Contract Documents. Consultant's site visits are separate and distinct from the continuous surveillance work by City's Project Inspector.

000053

Consultant shall inform the Project Officer in writing if the construction is not being performed in compliance with his plan and specifications.

1-2.4.1.4 Prepare change and clarification memoranda as required.

1-2.4.1.5 Review and approve: pre-stress drawings and calculations, if required; pre-stress piling drawing and calculations, if required; reinforcing steel shop drawings and schedules; electrical submittals; concrete design mix; all construction material submittals; review of superstructure deflections, if required; review deck camber for deck, if required; review and approval of Contractor's falsework working drawings, design calculations and resubmittals.

Consultant shall aid in the assembling of all written guarantees and warranties, instruction books, diagrams and charts required by Contract Documents.

1-2.4.1.6 Notify City if defects and deficiencies in the work of the Contractor are observed during site visits. The City Manager, or his authorized representative, is the City official charged with the administration of the construction contract and the construction supervision and any order from the Consultant to the Contractor will be issued through the Project Manager.

1-2.5 At the conclusion of the Project construction, City will furnish Consultant with a copy of the Project Drawings showing changes made during construction. Consultant shall correct the original mylar drawings to show "As-Built" changes indicated on the marked prints and submit them to the City Manager for final

acceptance.

1-3 PROJECT DOCUMENTS

1-3.1 Consultant shall furnish City with the Following:

1-3.1.1 Geotechnical Report - ten (10) copies.

1-3.1.2 Draft Project Report - Twelve (12) copies.

1-3.1.3 Final Project Report - Twelve (12) copies.

1-3.2 Environmental Documents: (If required)

1-3.3 Construction Documents for the Project:

1-3.3.1 Thirty percent (30%) and sixty percent (60%) and ninety percent (90%) construction plans, specifications and estimate - four (4) and six (6) complete sets of prints, each.

1-3.3.2 Thirty-two (32) sets of plans and twenty (20) sets of specifications of one hundred percent (100%) complete.

1-3.3.3 After final checking, one (1) set of signed original Mylar plans and two (2) copies of each of the final plans, specifications and estimate.

1-3.4 Right-of-Way Drawings and Legal Descriptions:

1-3.4.1 Two (2) complete sets of prints, title reports, traverse calculations and legal descriptions for each plan check.

1-3.4.2 After checking, four (4) sets of the signed original drawings and four (4) copies of the legal descriptions for checking.

1-3.5 Earthwork Quantity Calculations and Cross-sections:

1-3.5.1 One (1) complete set of reproducible earthwork cross-sections and calculations with final submittals.

1-3.6 Bridge Structural Calculations:

000055

1-3.6.1 Two (2) complete sets of copies of calculations.

1-3.6.2 Two (2) complete sets of design calculations checked and certified as required by CALTRANS Checking Procedure November 1986 "Memo to Designers" in Appendix "A".

1-3.7 Quantity Estimate Worksheets:

1-3.7.1 One (1) complete set of designer's copies of worksheets showing breakdowns of bridge, drainage, earthwork and roadway quantities by item and location certified by the independent quantity check.

1-3.7.2 Two (2) complete sets of independent reviewer's plans and work sheets showing item and location breakdown of quantity take-off for the independent quantity check. The independent review shall take item quantities off the plans, compare the results with the designer's and certify as to the accuracy and completeness of the designer's quantities.

1-3.8 Three (3) sets of hydrology and hydraulic study/calculations

SECTION 2 - CITY'S RESPONSIBILITIES

2-1 GENERAL: City shall provide the following for Consultant's use:

2-1.1 Digitized graphic data files of the topographic mapping for this project will be provided in dxf format for upload to AutoCad/DCA Engineering Design Software. The DXF file(s) will consist of 3D Graphic .DWG file containing all surface improvements located per the Aerial Survey, and a Digital Terrain Model, compiled from the Aerial Survey and Field Survey data. The DXF

files will be provided on DOS 3 1/2" floppy disks.

The City of San Diego cell library, level scheme, has been used for placement of all graphic elements. "Working Units" and seed file "Global Origin" are per the City of San Diego Seed File Specification. Base map level schemes are attached. A diskette containing the most current version of the above seed files and cell libraries will be provided to the aerial contractor, if needed, upon request.

Intergraph Design file working units: 1, 100, 1000 - I.E., Feet, 10th's of a foot, and 1000th's of a foot. Use a ' symbol for foot annotations, and th for tenths annotations in working units tutorial.

A comma delimited ASCII Field Survey Point Data File will also be provided for this project on 3 1/2" HD Floppy.

The ASCII File Structure shall be:

Pt#, Northing, Easting, Elevation, Feature, Description

2-1.2 Mylars for construction drawings.

2-1.3 Soil "R" value for determining roadway structural sections.

2-1.4 Copies of all required reference drawings from City Records provided Consultant researches and lists all drawing numbers.

2-1.5 All necessary soils testing during construction, including but not limited to, compaction tests.

000057

SECTION 3 - PROJECT SCHEDULING

3-1 GENERAL:

3-1.1 Consultant shall commence work within two (2) days of the date City gives written Notice to Proceed (hereafter referred to as the commencement date).

3-1.2 Draft Project Report shall be submitted within forty-five (45) calendar days of notice to proceed from City Project Manager.

3-1.3 Preparation of the Environmental Application discussed in, "Consultant's Responsibilities," of this Agreement. It shall be submitted within ten (10) calendar days of Notice to Proceed from City Project Manager.

3-1.4 Final Construction Plans, Specifications, and Estimate (PS&E).

3-1.4.1 Construction plans, estimates, geotechnical report, preliminary title reports (if necessary) and drainage calculations shall be submitted within forty-five (45) calendar days of City notice to proceed for thirty percent (30%) phase of work.

3-1.4.2 PS&E sixty percent (60%) complete, right-of-way plans, legal descriptions, and corrections from thirty percent (30%) submittals shall be submitted within forty-five (45) calendar days of City's notice to proceed for 60% phase of work.

3-1.4.3 PS&E ninety percent (90%) complete shall be submitted thirty (30) calendar days of City's notice to proceed for ninety percent (90%) phase of work.

3-1.4.4 PS&E one hundred percent (100%) complete, and independent bridge structural calculation check, shall be submitted thirty (30)

000058

calendar days of City's notice to proceed for one hundred percent (100%) phase of work.

3-1.5 Upon completion of the City plan check, the Consultant shall, within thirty (30) calendar days, submit revised plans, specifications and independent quantity check of all construction items.

SECTION 4 - CONSULTANT'S COMPENSATION

4-1 GENERAL: Consultant shall proceed with the work only after the City Council has authorized the expenditure of funds for that work. City will notify Consultant, in writing, when such authorization has been made.

4-1.1 For the Consultant's basic services as set forth in this Agreement, a lump sum of FOUR HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$417,500) shall be paid for this Project.

4-1.2 The above lump sum payment is for satisfactory performance and includes salary, fringe benefits, overhead, profit and all other expenses incurred by the Consultant.

4-1.3 If City requires any additional services not included as part of the basic services from Consultant, payment for such services shall be based on the hourly rates, as indicated in Appendix "B" attached to this Agreement and made a part hereof, which includes all direct costs, salaries, fringe benefits, overhead and profit. Total amount of said payment shall not exceed \$90,000. Compensation for such work shall be granted only on prior authorization by City project manager.

4-1.4 Consultant shall not be paid for work incidental to

000059

changes required by his errors or omissions in Contract Documents and shall be responsible for additional cost of such work.

4-2 Payment to the Consultant:

4-2.1 Payments to Consultant shall be made monthly in proportion to work authorized by the Project Manager accomplished by Consultant and shall not exceed the following dollar amount for basic services:

1.	Upon approval of the Final Project Report	\$ <u>44,000</u>
2.	Upon approval of the Geotechnical Study/ Foundation Report	\$ <u>17,600</u>
3.	Upon completion of construction plans, right-of-way documents, specifications, estimate and certification of structural calculations and engineer's estimate	\$ <u>304,900</u>
4.	Upon completion of strategy determination and retrofit design and corresponding design checks	\$ <u>31,000</u>
5.	Upon acceptance of the Project by the City Manager (notice of completion)	\$ <u>17,000</u>
6.	Upon approval of "As-Built" documents	\$ <u>3,000</u>
	TOTAL	\$ <u>417,500</u>

4-2.2 Payment for additional services and reimbursable expenses as outlined in "Consultant's Compensation," shall be made as they are incurred.

SECTION 5 - PROJECT BUDGET

5-1 GENERAL:

5-1.1 The approved construction budget for the Project is FOUR MILLION THREE HUNDRED THOUSAND DOLLARS (\$4,300,000). This includes provisions for any increases in cost of construction during the planning and design stage as indicated by the schedule provided

000060

herein.

5-1.2 If at any time prior to City's approval of the final Contract Documents, Consultant believes that the total construction cost will exceed the estimated construction budget, Consultant shall so notify the Project Manager, in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which Consultant believes will bring construction within the estimated construction budget. The City Manager shall review the cost estimate and recommend revisions. In consultation with the Consultant, the City Manager shall delineate a Project which Consultant estimates can be construction for the budget. If bids received by City indicate that construction of the Project cannot be done for the stated budget amount, Consultant shall, if requested by the City Manager, and without extra compensation therefor, revise the plans and specifications so that construction may be completed for the amount of the approved construction budget. The above revision will be required only if bids have been received within six (6) months from City approval of the Contract Documents.

SECTION 6 - GENERAL CONDITIONS

6-1 Consultants key personnel to be assigned to this project is Bruce Tait as Project Manager of Fraser Engineering.

In order to maintain Project continuity the Consultant shall not replace key personnel, for the duration of the project, without City's approval.

6-2 **SUBCONSULTANTS.** Subconsultants employed by the Consultant for

000061

the Project shall be subject to prior approval by the City.

6-3 CITY CONSULTANTS. The City reserves the right to employ, at its expense, any or all consultants, estimators, testing laboratories or other personnel it deems necessary to complete the Project.

6-4 CONSULTANT WARRANTY. The Consultant expressly warrants that the work is based upon his expertise and shall be done in accordance with good architectural and engineering practices.

Where approval by the City, the City Manager, or other representatives of the City is indicated, it is understood to be conceptual approval only and does not relieve the Consultant of responsibility for complying with all laws, codes and good architectural and engineering practices.

6-5 INDEPENDENT CONTRACTORS. Consultant and any subconsultants employed by Consultant shall be independent contractors and not agents of the City hereunder. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of doing the work or to exercise a measure of control over the work, mean that Consultant shall follow the direction of the City as to end results of the work only.

6-6 NON-ASSIGNMENT. Consultant shall not assign this contract or any monies due, or to become due, without the City Manager's prior written consent. Any assignment by Consultant without City Manager's approval shall be cause for termination of this Agreement at the sole option of the City. In no event shall any contractual relationship be created between any third party and City.

000062

6-7 ATTORNEYS FEES. In the event suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to a reasonable sum as attorney's fees.

6-8 REMEDIES OF CITY. In the event (a) that Consultant shall default in the performance or fulfillment of any covenant or condition herein contained on his part to be performed or fulfilled and shall fail to cure such default within ten (10) days following the service on him of a written notice from the City specifying the default or defaults complained of and the date on which his rights hereunder will be terminated as hereinafter provided if such default or defaults is or are not cured, or (b) that Consultant shall file a voluntary petition in bankruptcy, or (c) that Consultant shall be adjudicated a bankrupt, or (d) that Consultant shall make a general assignment for the benefit of creditors then and in either or any of said events, City may, at its option, without further notice or demand upon Consultant, immediately cancel and terminate this Agreement and terminate each, every and all of the rights of Consultant and of any and all persons claiming by or through Consultant under this Agreement. The rights and remedies of City as hereinabove set forth are cumulative only and shall in no wise be deemed to limit any of the other provisions of this Agreement or otherwise to deny to City any right or remedy at law or in equity which City may have or assert against Consultant under any law in effect at the date hereof that the rights and remedies of City, as hereinabove set forth, shall supplement or be in addition to or in aid of the other provisions of this Agreement

000063

and of any right or remedy at law or in equity which City may have against said Consultant.

6-9 ADMINISTRATION OF AGREEMENT. Administration of this Agreement is under the jurisdiction of the City Manager of the City as to City's interest herein and any communication to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law to be given or served upon City may be given or served by letter deposited in the United States mail, postage prepaid, and addressed to the City Manager, attention of Engineering and Development Director, 202 "C" Street, M.S. 9A, San Diego, California 92101. Any notice or notices provided for by this Agreement or by law to be given or served upon Consultant may be given or served by depositing in the United States mail, postage prepaid, a letter addressed to said Consultant at his principal place of business or any other address which may hereafter be agreed upon by Consultant and City, or may be personally served upon Consultant or any person hereafter authorized by Consultant to receive such notice. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served.

6-10 PRODUCT ENDORSEMENT. The Consultant shall conform to City Administrative Regulation 95.65, dated July 1, 1977, concerning product endorsement. Any advertisement referring to the City as a user of a product or service will require written approval of the City Manager.

000064

6-11 INDEMNIFICATION HOLD HARMLESS AGREEMENT. Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, costs, suites and damages, including attorneys fees, arising from the negligent acts, errors or omissions of the Consultant associated with the Project.

6-12 INSURANCE:

6-12.1 The Consultant shall obtain and maintain in full force throughout the term of this Agreement a professional liability insurance policy (error and omissions insurance) in the sum of ONE MILLION DOLLARS (\$1,000,000), a true copy of which shall be furnished to the Project Manager prior to the commencement of work on the Project.

6-12.2 Consultant shall provide for his employees such amounts of Workman's Compensation Insurance prior to the commencement of work on the Project.

6-13 EMPLOYMENT OF CITY STAFF. This Agreement may be unilaterally and immediately terminated by the City if the Consultant employs an individual who, within the twelve (12) months immediately preceding such employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with, or otherwise have any influence on, the recommendation made to the City Council in connection with the selection of the Consultant.

6-14 CONFLICT OF INTEREST. Consultant shall establish and make known to its employees appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for

000065

themselves or others, particularly those with whom they have family, business, or other relationship. Project personnel shall not accept gratuities or any other favors from sub-consultants or potential sub-consultants.

6-15 Consultant hereby certifies familiarity with the requirements of the City of San Diego Council Policy 100-17 regarding Drug - Free Work Place and that Fraser Engineering has in place a drug-free work place program that complies with said policy. Consultant further certifies that each Subconsultant agreement for this project contains language which indicates the Subcontractors will abide by the provisions of Section 2.A (1) through (3) of said policy.

SECTION 14 - COMPLIANCE WITH CITY'S EQUAL OPPORTUNITY CONTRACTING PROGRAMS

Consultant shall comply with the City's Equal Opportunity and Minority and Women Business Enterprise Contracting Program, approved by the City Council and filed with the City Clerk as Document RR-262633, for work to be performed in connection with the design and management services portions of the Agreement.

Consultant, and each of its Subconsultants, shall submit a Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereinafter enacted.

Consultant shall submit annual equal opportunity summaries of workforce representation statistics and contracting activities, in

000066

the format specified by the City. The statistical report shall be accompanied by a narrative report which details the status of the program's progress. The report shall be submitted to the City Manager through the Equal Opportunity Contracting Program Manager no later than thirty (30) working days after the date of request.

The following Subconsultant list is a part of this Agreement. No changes or additions to this Subconsultant List will be allowed without prior written approval from the City.

<u>Name of Subcontractor</u>	<u>MBE/WBE</u>	<u>Percent of Contract</u>	<u>Dollar Amount</u>
Fraser Engineering, Inc.	WBE	61.5%	\$256,800
Ninyo & Moore	MBE	3.8%	\$ 16,000
Alpha Engineering	MBE	4.3%	\$ 18,000
Flores and Associates	MBE	2.4%	\$ 10,000
	TOTAL	72.2%	\$307,800

Consultant understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in termination of this Agreement and debarment from the bidding on City contracts for a period of not less than one (1) year.

000067

IN WITNESS WHEREOF, this Agreement is executed by THE CITY OF SAN DIEGO, acting through its City Manager, pursuant to Resolution No. R-281698, authorizing such execution, and by Consultant.

MAR 29 1993

Dated this _____ day of _____, 19____.

THE CITY OF SAN DIEGO
a municipal corporation

By [Signature]
Deputy City Manager

FRASER ENGINEERING, INC.
a California Corporation

By [Signature]
Consultant

I HEREBY APPROVE the form and legality of the foregoing Agreement this 29th day of March, 1993.

JOHN W. WITT, City Attorney

By [Signature]
Deputy City Attorney

Related Standards

All PS&E required for this Project shall adhere to the most recent or amended version of the following documents:

- E&D's DI-33-95.11, "Drafting Standards."
- The City of San Diego's Street Design Manual dated July, 1987.
- "Manual for Preparation of Land Development and Public Improvement Plans", dated 1987.
- Standard Drawings, Document #769798, dated 1992.
- Standard Specifications for Public Works Construction, including the Regional and City of San Diego Supplemental Amendments, Document #769796, dated 1992.
- Recommendations set forth in the project Bridge Foundation Report and Geotechnical Report.
- CalTrans Standard Plans and Specifications, dated 1989.
- AASHTO Standard Specification for Highway Bridges, Thirteenth Edition, dated 1983, and Bridge Specifications.
- Applicable guidelines from CalTrans Bridge Design Aids, Bridge Design Details, and Bridge Specifications.
- CalTrans Project Processing Procedures, Local Programs Manual, Volume I, Section 08, dated 1988.
- Traffic control plans per E&D DI-3900-305 "Traffic Control through Construction Zones."
- Landscape and irrigation plans per Park and Recreation Department's, "Consultant's Guide to Park Design."
- Recommendation and mitigation identified in the project environmental documents.

APPENDIX A

Page 1 of 2

000070

APPENDIX "B"

FRASER ENGINEERING, INC.
Compensation Rate Schedule
Effective July 1, 1992

	COST/HOUR
ENGINEERING SERVICES:	
Chief Engineer/Company Principal	\$125.00
Principal Civil Engineer	105.00
Senior Civil Engineer	88.00
Civil Engineer	83.00
Associate Engineer	72.00
Assistant Engineer	66.00
Engineering Technician IV	83.00
Engineering Technician III	66.00
Engineering Technician II	61.00
Engineering Technician I	55.00
SURVEYING SERVICES:	
Principal Surveyor	94.00
Senior Surveyor	88.00
Surveyor	83.00
Survey Technician III	66.00
Survey Technician II	61.00
Survey Technician I	55.00
4-Man Field Survey Crew	*232.00
3-Man Field Survey Crew	*189.00
2-Man Field Survey Crew	*139.00
1-Field Crew	*88.00
REAL PROPERTY SERVICES:	
Principal Real Property Agent	94.00
Senior Real Property Agent	83.00
Real Property Agent	66.00
Associate Real Property Agent	50.00
Assistant Real Property Agent	38.00
INSPECTION SERVICES:	
Senior Inspector	*71.00
Inspector	*55.00
Associate Inspector	*54.00
OFFICE SUPPORT SERVICES:	
Office Technician IV	74.00
Office Technician III	50.00
Office Technician II	38.00
Office Technician I	28.00
MISCELLANEOUS SERVICES AND EXPENSES	
Expert Testimony/Court Appearance	*190.00
Forensic Engineering	*125.00
CADD Equipment Usage	**25.00
Computer Usage	**10.00
Microfiche Services	**10.00
Mileage	0.35/mi
Subsistence	Cost
Outside Services	Cost + 15%
Material and Other Expenses	Cost + 20%

NOTES: Hourly billing rates include overhead, profit, employee fringe benefits, including sick pay, vacation, holidays, social security, medical benefits, pension, Workman's Compensation, and State and Federal Unemployment Tax, etc. All rates are subject to change without notice. Rates indicated above are for non-Prevailing Wage projects. For projects requiring Prevailing Wage, a revised rate schedule will be issued. Overtime will be billed for all non-exempt employees at the basic rate plus 25%. Overtime for all exempt employees will be billed at straight time. Overtime is defined as the excess above 8 hours on weekdays and all Saturdays, Sundays, and holidays. Hourly rates indicated shall apply to all travel time.

- * 4 Hour Minimum
- ** 1 Hour Minimum