

DUPLICATE ORIGINAL



**AGREEMENT
BETWEEN
THE CITY OF SAN DIEGO
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
CONSTRUCTION AND REIMBURSEMENT
AGREEMENT
FOR REGENTS ROAD WIDENING PROJECT**

H166664

THIS AGREEMENT, entered by and between THE CITY OF SAN DIEGO (City), a municipal corporation, and the REGENTS OF THE UNIVERSITY OF CALIFORNIA (University), a public corporation of the State of California, is made with reference to the following:

RECITALS

- A. WHEREAS, the City has, through the University Community Plan, and the North University City Public Facilities Financing Plan (NUCPFFP) and Facilities Benefit Assessment, identified and planned certain improvements to Regents Road between Executive Drive and Genesee Avenue. These improvements are identified in the NUCPFFP as Project NUC-13 and are generally described as the widening of Regents Road to a modified four-lane major street from Executive Drive to Genesee Avenue, with class II bicycle lanes, and will be referred to herein as "PROJECT"; and
- B. WHEREAS, the University desires to add an additional left turn lane to the PROJECT at Health Sciences Drive, and extend the left turn lane at Athena Way to address mitigation commitments associated with the Moores Cancer Center and Science Research Park ; and
- C. WHEREAS, adding the additional left turn capacity to the PROJECT, as described in Recital B, will require widening the proposed width of Regents Road. The additional width will require, but may not be limited to, the following PROJECT elements: new pavement, additional excavation, additional grading, realignment of the median, the relocation of traffic signs and striping, the relocation of signal poles, new landscaping and irrigation, a modification to the storm water development and implementation, and a modification to the water quality improvements due to an increase in the impermeable area, referred to herein as the "Turn Lane Improvements"; and
- D. WHEREAS, the City has prepared plans and specifications for the design and construction of the PROJECT including the Turn Lane Improvements. The approved plans are identified as City of San Diego drawing number 32643-D; WBS S-00881 ("Construction Documents"); and
- E. WHEREAS, the University has dedicated a portion of its Regents Road property to the City for the additional right-of-way needs associated with the PROJECT. The approved Street Dedication documents are identified as City of San Diego B-Sheet numbers 20332-B & 20333-B; W.O. 526800, as shown in the attached Exhibit "A"; and
- F. WHEREAS, the City has prepared the Environmental Document for the PROJECT, a Categorical Exemption (Section 15301, Existing Facilities) to address the California Environmental Quality Act (CEQA) requirements dated and approved on February 18, 2010; and

- G. WHEREAS, the City and University shall be collectively known within this agreement as the "PARTIES"; and
- H. WHEREAS, the University desires to reimburse the City to the extent provided in this Agreement for those actual construction costs which are directly attributable to the Turn Lane Improvements ("Turn Lane Improvements' Direct Costs") as part of the cost necessary to complete the PROJECT in accordance with the City approved Construction Documents; and
- I. WHEREAS, the University desires to reimburse the City to the extent provided in this Agreement for those actual indirect costs, also known as soft costs, which are directly attributable to the Turn Lane Improvements ("Turn Lane Improvements' Indirect Costs") as part of the cost necessary to complete the PROJECT in accordance with the City approved Construction Documents; and
- J. WHEREAS, the City desires to undertake and complete the PROJECT and, except for the Turn Lane Improvements' Direct Costs and Turn Lane Improvements' Indirect Costs to be reimbursed by the University pursuant to this Agreement, shall be responsible for the construction costs, also known as hard costs, necessary to complete the PROJECT in accordance with the City approved Construction Documents ("Project's Direct Costs"), and the actual indirect costs, also known as soft costs, which are directly attributable to and necessary to complete the PROJECT in accordance with the City approved Construction Documents ("Project's Indirect Costs"). The sum of the Project's Direct Costs and the Project's Indirect Costs shall be referred to herein as the "Total Project Cost"; and
- K. WHEREAS, the Turn Lane Improvements' Direct Costs will be based on the bid list submitted by the contractor who is ultimately awarded the construction contract for the PROJECT. The City will require each bidder to provide a list with its bid, in accordance with a format agreeable to the University, which provides sufficient information to breakdown the bidder's price for the Turn Lane Improvements' Direct Costs; and
- L. WHEREAS, the Turn Lane Improvements' Indirect Costs shall include, but may not be limited to, the costs associated with the design of the Turn Lane Improvements, soils testing, surveying, project advertisement and award, project administration (through design, construction and close out), insurance, premiums, bonds, and other fees and charges (e.g., permit fees, inspection fees, etc.).
- M. WHEREAS, the Turn Lane Improvements' Indirect Costs shall be determined by a formula that divides the Turn Lane Improvements' Direct Costs by the Project's Direct Costs multiplied by the total Project's Indirect Costs, as illustrated by the following:

$$\left(\frac{\text{TURN LANE IMPROVEMENTS' DIRECT COSTS}}{\text{PROJECT'S DIRECT COSTS}} \right) \times \text{PROJECT'S INDIRECT COSTS}$$

; and

- N. WHEREAS, Exhibit "B" contains a table and spreadsheet that provides the current, pre-bid estimated costs for the following: (1) the Project's Direct Costs, in the amount of \$3,886,914 (which includes a 10% contingency); (2) the Project's Indirect Costs (also referred to as soft costs), in the amount of \$2,524,299; (3) the Turn Lane Improvements' Direct Costs in the amount of \$459,676 (which includes a 10% contingency); (4) the Turn Lane Improvements' Indirect Costs (also referred to as soft costs), in the amount of \$294,838; and (4) the Total Project Cost, in the amount of \$6,411,213; and
- O. WHEREAS, the sum of the estimated costs from Exhibit B for the Turn Lane Improvements' Direct Costs (in the amount of \$459,676) and the Turn Lane Improvements' Indirect Costs (in the amount of \$294,838), referred to herein as "Estimated Reimbursable Cost", in the amount of Seven Hundred Fifty Five Thousand Dollars, (\$754,514 rounded to \$755,000), has been calculated based on the estimated direct costs listed on the PROJECT'S engineers estimate and the estimated indirect costs including the actual indirect costs to date and estimated future indirect costs, all as shown in Exhibit B;
- P. WHEREAS, the estimated Total Project Cost, as identified in Exhibit B, is \$6,411,213; and
- Q. WHEREAS, it is acknowledged by the PARTIES hereto that the calculations for the Estimated Reimbursable Cost is based in part upon cost estimates, and is not the result of competitive bids, and is therefore subject to change. However, if at any time prior to receipt of actual bids from construction contractors for the PROJECT, the City becomes aware of any subsequent calculations for the Estimated Reimbursable Cost, or for the Total Project Cost, which increase either by more than 10% of the amounts reflected herein, the City shall notify University of such increases in writing within 2 business days;
- R. NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and University agree as follows:

ARTICLE I

RESPONSIBILITIES

The above-listed recitals are true and correct and are hereby incorporated by reference.

1.1 Solicitation of Bids. The City shall solicit and receive sealed bids for the construction of the PROJECT. The contract for construction of the PROJECT will be awarded to the lowest responsible and responsive bidder as determined by the City. The City shall provide written notice to the University of all unevaluated bid results, within

two business days of bid opening, and shall meet and confer with the University before awarding any construction contract for the PROJECT.

1.2 Changes in the Work. The City shall obtain prior written approval from the University for any and all Change Orders or other changes to the construction contract for the PROJECT ("Changes") before seeking reimbursement from the University under this Agreement for such Changes, when the amount the City would be seeking for such Changes exceeds the Estimated Reimbursable Cost identified above by \$50,000 or more. The University's approval for such Changes shall not be unreasonably withheld.

1.3 Construction. The City shall administer, manage, and inspect construction of the PROJECT. Such duties shall include ensuring compliance with the insurance and bonding requirements set forth in Section 4.2 of this Agreement. All work will be conducted in City right-of-way unless otherwise approved by University. The City will take all action, including issuing change orders, to construct the PROJECT and the Turn Lane Improvements in accordance with the current City standards and as shown on the approved Construction Documents.

1.4 Ownership. All improvements completed by the PROJECT including the Turn Lane Improvements will be the sole property of the City.

ARTICLE II

DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last party to sign the Agreement, and except for the terms contained in Article IV of this Agreement, in no event shall the term of this agreement exceed three years unless authorized by ordinance of the San Diego City Council.

ARTICLE III

MANNER OF PAYMENT

3.1 Payment. The University shall provide payment to the City in the amount of \$755,000 within 30 calendar days after University's receipt of the invoice. The invoice will be mailed to the University by October 1, 2015 or upon the execution of this Agreement (whichever comes later) to ensure that the funds are authorized prior to the PROJECT being advertised. The PROJECT will not be advertised and/or awarded until sufficient funds are available. If the City receives the University's payment of \$755,000, but has not obtained other funding so as to have sufficient funds to advertise and award the PROJECT within 60 calendar days after receipt of the University's payment, the City shall return to the University its payment of \$755,000.

3.2 Additional Funding. If it is determined after bid opening and/or as a result of a change order that additional funds are required to complete construction, the City will

notify the University that additional funds are required and an amendment to this Agreement will be executed to fund the additional PROJECT costs.

3.3 Additional Payments. Subject to the terms contained on Recital Q, the University shall provide payment to the City based on any mutually agreed upon increase in the Estimated Reimbursable Cost within 30 calendar days of receipt of invoice.

3.4 Maintenance of Records. The City shall maintain books, records, logs, documents, and other evidence sufficient to record all actions taken and expenditures made with respect to rendering services under this Agreement throughout the performance of services and construction of the PROJECT. The City further agrees to provide the University with expenditure reports upon request, but not to exceed four (4) per year.

3.5 Final Accounting. Upon completion of the PROJECT a final accounting of the actual direct and indirect cost of the Turn Lane Improvements shall be produced by the City, referred to herein as the "Actual Reimbursable Cost".

The Turn Lane Improvements' Direct Costs will be recalculated at the completion of the Project based on actual bid prices and any substantiated change order costs attributed to the Turn Lane Improvements, which have been approved by the University in accordance with Section 1.2. The Turn Lane Improvements' Indirect Costs will be recalculated by using the formula in Recital M.

- a. If the Actual Reimbursable Cost is less than the Estimated Reimbursable Cost, the City shall reimburse the University the difference between the Actual Reimbursable Cost and the Estimated Reimbursable Cost.
- b. Except to the extent provided otherwise in this Agreement, if the Actual Reimbursable Cost is more than the Estimated Reimbursable Cost, the University shall contribute the difference between the Actual Reimbursable Cost and the Estimated Reimbursable Cost to the City.

Except to the extent caused by the University or its separate construction projects, in no event shall the University be responsible for reimbursement of damages due to delays, constructive acceleration, lost productivity, any other type of construction impact claims sought by, or paid to contractors performing work on the PROJECT, nor shall the University be responsible for reimbursement of costs incurred for the repair of defective or incorrect work performed by contractors performing work on the PROJECT, or any costs that were not reasonably expended for Turn Lane Improvements, including direct, actual construction contract bid items, or indirect construction costs limited to those expressly identified in Recital L.

ARTICLE IV

INDEMNIFICATION AND INSURANCE

4.1 Indemnification of University. Neither the University nor its agents, officers, and employees thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority, or jurisdiction conferred upon by the City or arising under this Agreement or the PROJECT.

It is understood and agreed that the City will fully defend, indemnify, and save harmless the University and its agents, officers, and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the City under this Agreement.

4.2 Insurance Requirements. All contactors and their subcontractors performing work or services related to the PROJECT ("Contractors") shall name both the City and the University as the certificate holders. Any costs associated with this requirement shall be considered a project cost. The maintenance of this insurance coverage shall remain in full force and effect during the term of this Agreement and all amendments to this Agreement, and shall include the following:

4.2.1 Commercial Automobile Liability. All Contractors performing services related to this Agreement shall maintain automobile insurance covering damages for all bodily injury or property damage incurred during the performance of this Agreement, with a minimum combined single limit of \$1,000,000. Such automobile insurance shall include hired and non-owned vehicles.

4.2.2 Commercial General Liability. All Contractors performing services or work related to this Agreement shall maintain comprehensive general liability insurance, with minimum limits of \$2,000,000 per occurrence and an annual aggregate of \$4,000,000, covering all personal injury, bodily injury and property damage arising out of their services or work on the PROJECT or related to this Agreement. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. Contractual liability limitation endorsement is not acceptable.

4.2.3 Worker's Compensation. All Contractors performing services related to this Agreement shall keep in full force and effect for all of the Contractor's employees who are performing services or work on the PROJECT or related to this Agreement and to the extent required by the State of California, a worker's compensation policy. That policy shall provide a minimum of \$1,000,000 of employer's liability coverage, and the Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and University

and their respective elected officials, officers, employees, agents and representatives.

- 4.2.4 Rating Requirements.** All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have been given at least an "A" & "V" rating in the current AM BEST, and are licensed to do business in the State of California.
- 4.2.5 Deductibles.** All Contractors performing services related to this Agreement shall maintain all insurance policies such that all deductibles on any policy shall be the responsibility of the Contractor.
- 4.2.6 Specific Provisions Required.** Each policy required under this section shall expressly provide, and an endorsement shall be submitted to the City and the University, that:
- 4.2.6.1** Except as to Workers Compensation, the City and the University and their respective officials, officers, employees, agents, and representatives shall be named as Additional Insured. The City's and University's Additional Insured status must be reflected on the Additional Insured Endorsement form CG 20 10, or equivalent.
- 4.2.6.2** The policies cannot be canceled, nor renewed or materially changed except by written consent after a thirty (30) day written notice from the Contractor is sent to the City and the University by certified mail, as reflected in an endorsement which shall be submitted to the City and the University except for non-payment of premium, in which case ten (10) days' notice shall be provided.
- 4.2.6.3** All Contractors performing services related to this Agreement may obtain additional insurance not required by this Agreement.
- If any required insurance coverage is provided on a "claims made" rather than an "occurrence" form, the Contractor shall maintain such insurance coverage for three (3) years after expiration of the term (and any extensions) of this Agreement.
- If the Contractor does not keep all of such insurance policies in full force and effect at all times during the term of this Agreement, the University may elect to treat the failure to maintain the requisite insurance as a breach of the contract and terminate the Agreement as provided herein.
- 4.2.6.4** All Contractors performing services related to this Agreement shall furnish bonds covering the faithful performance of their work, services and construction on the PROJECT (Performance Bond) and payment of obligations arising thereunder (Payment Bond) in the full amount of their respective contract sums. The City and University shall be named as co-obligee on all such bonds.

ARTICLE V

MISCELLANEOUS

5.1 Environmental Compliance. The PARTIES shall comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each parties responsibilities in this agreement.

5.2 Compliance with Laws. All Contractors performing services related to the Agreement shall comply with all applicable local, state and federal laws and regulations in performing their respective agreements and services or work on the PROJECT.

5.3 Non-Assignment. No part of this Agreement or the services required hereunder may be assigned or subcontracted to any other person or entity without the prior written approval of the PARTIES.

5.4 Right to Enter and Inspect. The University and its agents and employees shall have the right of entry and free access to the PROJECT site, and have the right to inspect all work done, labor performed, and materials furnished in and about the PROJECT. The University and its agents and employees shall also have the right to inspect and audit, upon reasonable notice, cost records and construction records for the PROJECT, as maintained by the City and contractors performing services related to this Agreement.

5.5 Jurisdiction and Venue. The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California.

5.6 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

5.7 Notices. In all cases where written notice is required under this Agreement, service shall be by overnight mail with confirmation of receipt by providers such as Federal Express, United Postal Service, or the United States Postal Service, postage paid. Proper notice shall be effective on the date the notice is received, unless provided otherwise in this Agreement.

For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to:

Abi Palaseyed
Assistant Deputy Director, Engineering & Capital Projects Department
525 "B" Street, Suite 750, MS 908A
San Diego, CA 92101

Notice to the University shall be addressed to:

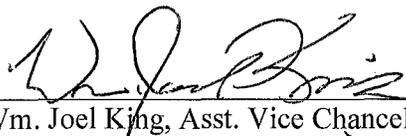
Eric Wolff
Director/Engineering Svcs
Facilities Design & Construction
9500 Gilman Dr., #0916
La Jolla, CA 92093-0916

with a copy to:
UC San Diego Real Estate
9500 Gilman Dr., #0982
La Jolla, CA 92093-0982

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to San Diego City Charter section 265 and San Diego Municipal Code section 22.3222, and by Contractor.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

I HEREBY CERTIFY that I can legally bind The Regents of the University of California, and that I have read all of this Agreement and have executed it on behalf of The Regents of the University of California on this 3rd day of November, 2015.

By: 
Wm. Joel King, Asst. Vice Chancellor/Campus Architect
UC San Diego Facilities Design & Construction

DATE: 11/03/15

CITY OF SAN DIEGO

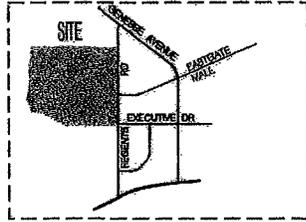
By: 
Frank A. Romero
Senior Contract Specialist
Public Works Department

DATE: 12/31/2015

I HEREBY APPROVE the form of the foregoing Agreement this 5th day of JANUARY, 2016.

By: 
Ryan Gentry, Deputy City Attorney

EXHIBIT A



VICINITY MAP
NO SCALE

OWNER

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CORPORATION
APN 345-071-01

NOTE

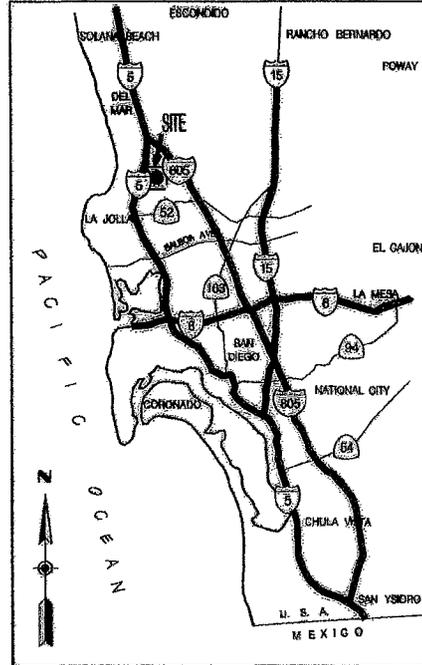
PRELIMINARY TITLE REPORT PREPARED BY
FIRST AMERICAN TITLE INSURANCE COMPANY ORDER No. I200532-15,
DATED 11/6/1998.

REFERENCES

- CITY OF SAN DIEGO SURVEY FIELD NOTES
BY: RUSSELL, 5/16/96, W.O. 173511,
L.C. 254-1695
- CITY OF SAN DIEGO DRAWING No. 11292-1B-D
- R OF S 14492
- MISC MAP 36 & 146
- MISCELLANEOUS SURVEY No. 784

BASIS OF BEARINGS

FOR THIS DRAWING IS FROM GPS STATION 0671 TO GPS STATION 0675
AS SHOWN ON RECORD OF SURVEY MAP No. 14492,
FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY,
BOTH GPS STATIONS BEING NAD 83 FEET, ZONE 6, (EPOCH 9135)
Bearing 555° 11'08"E



VICINITY MAP
NO SCALE

PREPARED BY:

THE CITY OF SAN DIEGO ENGINEERING & CAPITAL
PROJECTS DEPT., FIELD DIV, LAND SURVEY
SECTION, UNDER THE DIRECTION OF
RONALD J. DODDS, SENIOR LAND SURVEYOR.

Ronald J. Dodds
RONALD J. DODDS P.L.S. 5771 DATE



RESOLUTION No.: _____

ADOPTED: _____

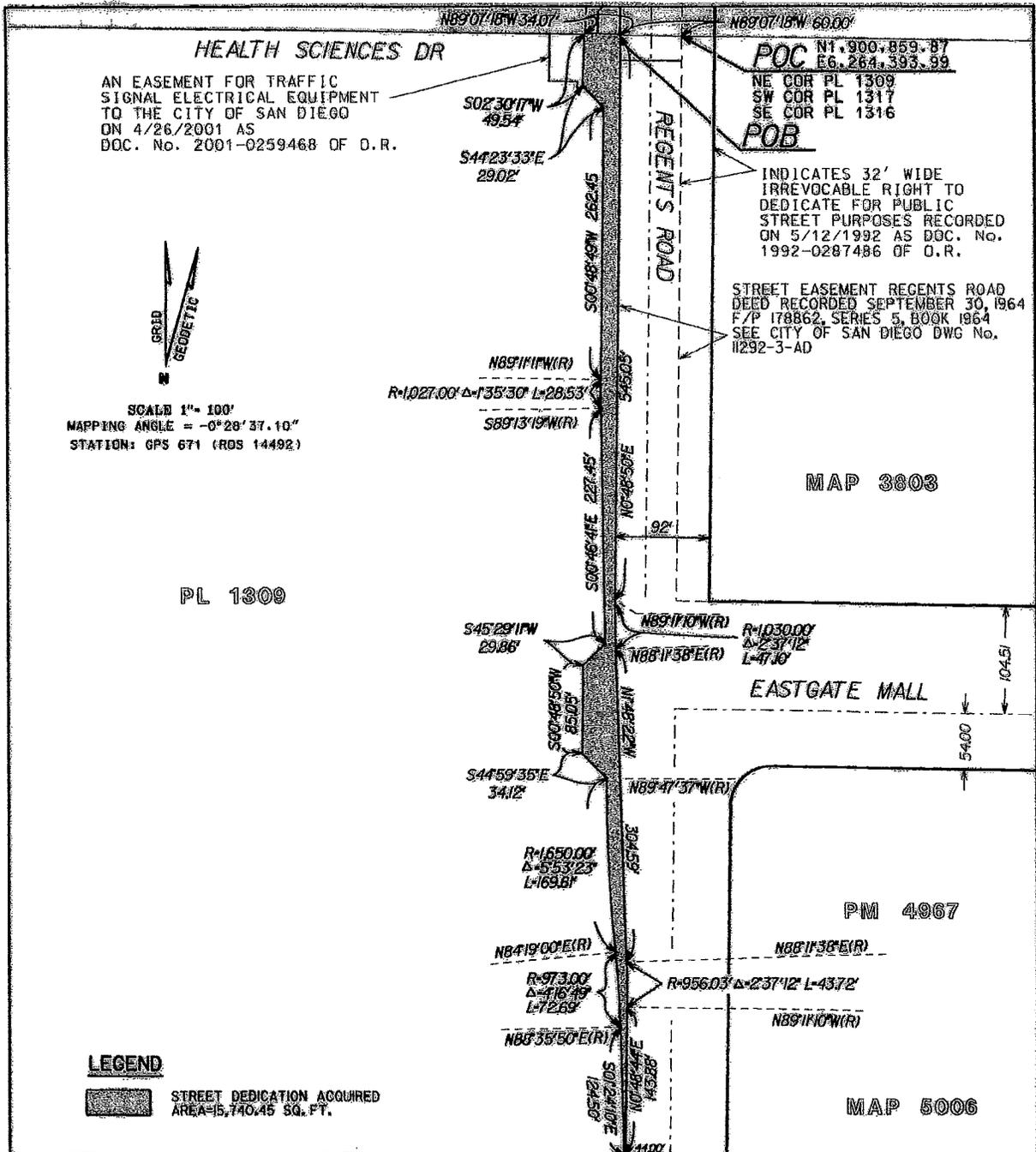
F/P: _____

RECORDED: _____

STREET DEDICATION - REGENTS ROAD

THAT PORTION OF PUEBLO LOT 1309 MISCELLANEOUS MAP No. 36

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	WBS
ORIGINAL	FRL				SHEET 1 OF 2 SHEET	S-00881
					<i>Ronald J. Dodds</i> FOR CITY ENGINEER	526800
					DATE	1852-6291
						NAD 83 COORDINATES
						258-1703
						NAD 27 COORDINATES
						20332-1- B
STATUS						



SCALE 1" = 100'
 MAPPING ANGLE = -0°28'37.10"
 STATION: GPS 671 (RDS 14492)

PL 1309

MAP 3803

PM 4967

MAP 5006

LEGEND
 STREET DEDICATION ACQUIRED
 AREA=5,740.45 SQ. FT.

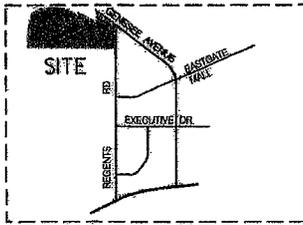
PREPARED BY:
 THE CITY OF SAN DIEGO ENGINEERING & CAPITAL
 PROJECTS DEPT., FIELD DIV, LAND SURVEY
 SECTION, UNDER THE DIRECTION OF
 RONALD J. DODDS, SENIOR LAND SURVEYOR.
Ronald J. Dodds 5/20/10
 RONALD J. DODDS P.L.S. 5771 DATE



RESOLUTION No.: _____
 ADOPTED: _____
 F/P: _____
 RECORDED: _____

STREET DEDICATION - REGENTS ROAD
 THAT PORTION OF PUEBLO LOT 1309 MISCELLANEOUS MAP No. 36

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	WBS
ORIGINAL	FRL	RJD			SHEET 2 OF 2 SHEET	S-00881
					<i>Ronald J. Dodds 5/20/10</i>	526800
					FOR CITY ENGINEER	1852-6291
					DATE	NAD 83 COORDINATES
						258-1703
						NAD 27 COORDINATES
						20332-2-B
STATUS						



VICINITY MAP
NO SCALE

OWNER

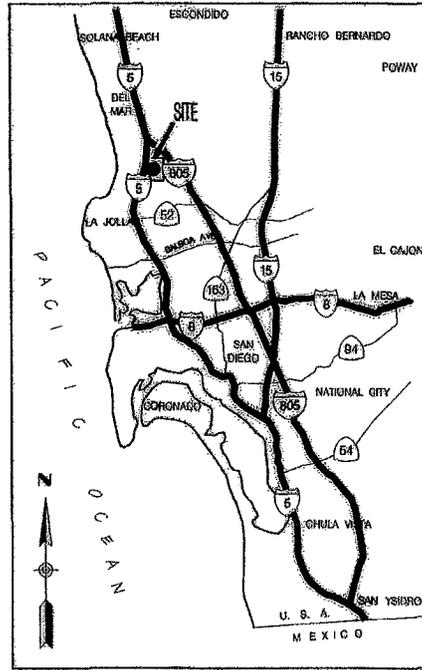
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CORPORATION
APN 343-160-07

NOTE

PRELIMINARY TITLE REPORT PREPARED BY
CHICAGO TITLE COMPANY ORDER NO. 45010786 - U13,
DATED 11/30/2004.

REFERENCES

- CITY DWG 1027-1-B, 12300-B, 11292-3-AD, 12486-B, 25856-D & 11533-D
- MAP 10703, 5006, 4694, 3803
- PM 11943, 4967, 18325
- City of San Diego Survey Field Notes:
- BROOKS, 2/7/03, 258-1701, W.O. 526800
- ROBERTS, 10/10/67, 260-1701, WO 20071
- BEATTY, 1/30/71, 260-1701, W.O. 20016



VICINITY MAP
NO SCALE

BASIS OF BEARINGS

FOR THIS DRAWING IS FROM GPS STATION 0671 TO GPS STATION 0675
AS SHOWN ON RECORD OF SURVEY MAP No. M492,
FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY,
BOTH GPS STATIONS BEING NAD 83 FEET, ZONE 6, (EPOCH 91.35)
Bearing 555° 11'08"E

PREPARED BY:

THE CITY OF SAN DIEGO ENGINEERING & CAPITAL
PROJECTS DEPT., FIELD DIV, LAND SURVEY
SECTION, UNDER THE DIRECTION OF
RONALD J. DODDS, SENIOR LAND SURVEYOR.

Ronald J. Dodds 3/26/10
RONALD J. DODDS P.L.S. 5771 DATE



RESOLUTION No.: _____
ADOPTED: _____
F/P: _____
RECORDED: _____

STREET DEDICATION - REGENTS ROAD
THAT PORTION OF PUEBLO LOT 1316 MISCELLANEOUS MAP No. 36

DESCRIPTION	BY	APPROVED	DATE	FILED	CITY OF SAN DIEGO, CALIFORNIA	
ORIGINAL	FRL	RJD	3/26/10		SHEET 1 OF 2 SHEET	WBS S-00881
					<i>Ronald J. Dodds</i> 3/26/10 FOR CITY ENGINEER DATE	W.O. 526800
						1852-6291
						NAD 83 COORDINATES
						258-1703
						NAD 87 COORDINATES
						20333-1- B
STATUS						



SCALE 1" = 100'
 MAPPING ANGLE = -0°28'37.10"
 STATION: GPS 671 (RDS 14492)

PL 1316

EASEMENT NOTE

A LICENSE FOR AN UNDERGROUND ELECTRIC SYSTEM TO SDG&E ON 1/23/1979 AS FILE/PAGE No. 79-035282 OF O.R. THE GENERAL LOCATION IS NOTED IN THE DOCUMENT AND NOT PLOTTED HEREON.

AN EASEMENT FOR TRAFFIC SIGNAL ELECTRICAL EQUIPMENT TO THE CITY OF SAN DIEGO ON 4/26/2001 AS DOC. No. 2001-0259468 OF O.R.

DETAIL
 NOT TO SCALE

LEGEND

STREET DEDICATION
 AREA=6,720.82 SQ. FT.

SEE CITY OF SAN DIEGO DRAWING No. 20332-B

PL 1317

POB

POC

SW COR PL 1317
 SE COR PL 1316
 N1.900.859.87
 E6.264.393.99

MAP 3803

PREPARED BY:

THE CITY OF SAN DIEGO ENGINEERING & CAPITAL PROJECTS DEPT., FIELD DIV, LAND SURVEY SECTION, UNDER THE DIRECTION OF RONALD J. DODDS, SENIOR LAND SURVEYOR.

Ronald J. Dodds
 RONALD J. DODDS P.L.S. 5771 DATE



RESOLUTION No.: _____

ADOPTED: _____

F/P: _____

RECORDED: _____

STREET DEDICATION - REGENTS ROAD

THAT PORTION OF PUEBLO LOT 1316 MISCELLANEOUS MAP No. 36

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	WBS
ORIGINAL	FRL	<i>RJD</i>	<i>2/26/01</i>		SHEET 2 OF 2 SHEET	S-00881
					<i>Ronald J. Dodds</i> <i>alca/hw</i>	526800
					FOR CITY ENGINEER DATE	1852-6291
						NAD 83 COORDINATES
						258-1703
						NAD 27 COORDINATES
						20333-2-B
STATUS						

EXHIBIT B

REGENTS ROAD WIDENING

Preliminary Opinion of Probable Cost: Summary

Overall Project Estimate	ENGINEER'S BID LIST TOTAL		\$3,533,558.62
	CONTINGENCY (10% of Engineer's Bid List Total)		\$353,355.86
	INDIRECT SOFT COST		\$2,524,298.86
	\$1,950,943.00	COST TO DATE	
	\$150,000.00	FINAL DESIGN	
	\$10,000.00	ADVERTISE & AWARD	
	\$353,355.86	CONSTRUCTION SUPPORT	
	\$50,000.00	DESIGN IN CONSTRUCTION	
	\$10,000.00	PROJECT CLOSEOUT	
	TOTAL PROJECT COST		\$6,411,213.35

UCSD REIMBURSEMENT AGREEMENT	UCSD ENGINEER'S BID LIST TOTAL		\$417,887.09
	CONTINGENCY (10% of UCSD Engineer's Bid List Total)		\$41,788.71
	INDIRECT SOFT COST (11.68% of Engineer's Bid Soft Cost)		\$294,838.11
	TOTAL PROJECT COST (ESTIMATED REIMBURSABLE COST)		\$754,513.91
	USE		\$755,000

**REGENTS ROAD WIDENING S-00881 OVERALL PROJECT
COST ESTIMATE**

Item	Quantity	Unit	NAICS	2012 Payment Reference	Description	Unit Price	Extension
BASE BID							
1	1	LS	524126	2-4.1	Bonds (Payment and Performance) (2% of total)	\$69,285.46	\$69,285.46
2	1	LS	561730	308-7	90 Day Plant Maintenance and Establishment	\$12,000.00	\$12,000.00
3	1	LS	237310	7-9.1.1	Video Recording of Existing Conditions	\$2,500.00	\$2,500.00
4	1	LS	237310	7-10.2.6	Traffic Control and Design, Including Arrow Boards, K-Rail, Crash Cushions, Pedestrian Detours and Barricades, and all other necessary traffic control features and permits	\$75,000.00	\$75,000.00
5	1	EA	238190	9-3.1	Remove, Store, and Relocate UCSD's Health Science Entrance Sign	\$7,000.00	\$7,000.00
6	1	EA	238190	9-3.1	Relocate Cathodic Protection System, Test Station and supporting features	\$20,000.00	\$20,000.00
7	3	EA	237110	303-1.11	Curb Inlet Type B-1	\$5,000.00	\$15,000.00
8	1	EA	237110	303-1.11	Curb Inlet Type B-2	\$6,500.00	\$6,500.00
9	4	EA	237310	315-1.5	Modified Type B-1 Curb Inlet including Storm Water Treatment System	\$40,000.00	\$160,000.00
10	1	AL		9-3.5	Field Orders - Type II (3% of total)	\$100,901.16	\$100,901.16
11	1	LS	238910	300-1.4	Clearing & Grubbing	\$160,000.00	\$160,000.00
12	6738	CY	237310	300-2.9	Unclassified Excavation	\$35.00	\$235,830.00
13	18	EA	237310	301-1.7	Adjust Existing Reclaimed Water Gate Valve Cover to Grade	\$360.00	\$6,480.00
14	3	EA	237310	301-1.7	Adjust Existing Reclaimed Water Manhole Frame & Cover to Grade	\$750.00	\$2,250.00
15	4	EA	237310	301-1.7	Adjust Existing Potable Water Gate Valve Cover to Grade	\$360.00	\$1,440.00
16	3070	CY	238910	301-3.3.6	16" Cement Treated Base (CTB) for Full Depth Sections	\$40.00	\$122,800.00
17	105	CY	238910	302-5.9	Asphalt Concrete (4") (Parking Lot Address 9409 = 45 CY and Parking Lot Address 9520 = 60 CY)	\$90.00	\$9,450.00
18	112018	SF	237310	302-1.12	Cold Mill AC Pavement	\$0.55	\$61,609.90
19	236	TON	237310	302-5.9	Asphalt Concrete Pavement (< 3.5")	\$90.00	\$21,240.00
20	805	TON	237310	302-5.9	Asphalt Concrete Pavement (3.5" to 7")	\$90.00	\$72,450.00
21	1255	TON	237310	302-5.9	Asphalt Concrete Pavement (7" to 14.5")	\$90.00	\$112,950.00
22	755	TON	237310	302-5.9	Asphalt Concrete Pavement (14.5" to 18.5")	\$90.00	\$67,950.00
23	12830	SY	237310	302-7.4	Pavement Fabric	\$3.25	\$41,697.50
24	5	EA	237110	303-1.11	Clean Out Type A4	\$4,000.00	\$20,000.00
25	1	EA	237110	303-1.11	Curb Outlet Type A	\$5,000.00	\$5,000.00
26	1	EA	237110	303-1.11	Adjust Existing Storm Drain Cleanout to Grade	\$1,000.00	\$1,000.00

**REGENTS ROAD WIDENING S-00881 OVERALL PROJECT
COST ESTIMATE**

Item	Quantity	Unit	NAICS	2012 Payment Reference	Description	Unit Price	Extension
27	2	EA	237110	303-1.11	Concrete Lug	\$5,000.00	\$10,000.00
28	850	SF	238110	303-4.1.5	Masonry Retaining Wall	\$65.00	\$55,250.00
29	4	EA	237310	303-5.9	Contractor Date Stamp and Impressions	\$50.00	\$200.00
30	3550	LF	237310	303-5.9	Curb & Gutter (6" Inch Curb, Type G)	\$25.00	\$88,750.00
31	3580	LF	237310	303-5.9	Median Curb & Gutter Type B-2	\$25.00	\$89,500.00
32	270	LF	237310	303-5.9	Retaining Curb - Type A, Per C-09. Height = 6"	\$30.00	\$8,100.00
33	18	LF	237310	303-5.9	Retaining Curb - Type A, Per C-09. H = 8"	\$45.00	\$810.00
34	3085	SF	237310	303-5.9	Cross Gutter	\$8.00	\$24,680.00
35	620	SF	237310	303-5.9	Commercial Concrete Driveway (Contiguous) W=25' (Address 9409). Quantity 2	\$10.00	\$6,200.00
36	400	SF	237310	303-5.9	Commercial Concrete Driveway (Contiguous) W=14' (Address 9520). Quantity 2	\$10.00	\$4,000.00
37	7500	SF	237310	303-5.9	Colored Stamped 4" PCC Raised Median WITH 2" Sand Fill	\$7.50	\$56,250.00
38	17500	SF	237310	303-5.9	Concrete Sidewalk	\$5.50	\$96,250.00
39	46	SF	237310	303-5.9	Reconstruct Private Concrete Walkway to UCDS's Parking Lot P705	\$4.35	\$200.10
40	30	SF	237310	303-5.9	Reconstruct Private Concrete Walkway to UCDS's Parking Lot P704	\$4.35	\$130.50
41	9	EA	237310	303-5.10.2	Curb Ramp Type A with Stainless Steel Detectable Warning Tiles	\$2,500.00	\$22,500.00
42	4	EA	237310	303-5.10.2	Curb Ramp Type B with Stainless Steel Detectable Warning Tiles	\$2,500.00	\$10,000.00
43	1	EA	237310	303-5.10.2	Curb Ramp Type D Mod. with Stainless Steel Detectable Warning Tiles	\$3,000.00	\$3,000.00
44	1312	LF	238990	304-3.4	Chain Link Fence (Vinyl Coated, H=6'), Along La Jolla Country Day school Bioretention Basin and baseball field, Excluding Retaining Wall	\$25.00	\$32,800.00
45	3	EA	238990	304-3.4	Install Chain Link Rolling Gate and all Appurtenantances for the Driveway entrance at Address 9409 (Quantity 2, Vinyl Coated, Green Privacy Screen), and Address 9520 (Quantity 1, Vinyl Coated), and at Bioretention Basin (Quantity 1, Vinyl Coated). Per Plan	\$1,000.00	\$3,000.00
46	250	LF	238990	304-3.4	Chain Link Fence (Vinyl Coated, Green Privacy Screen, H=6'), Along La Jolla Country Day Administration Offices	\$35.00	\$8,750.00
47	2	EA	238990	304-3.4	Install Chain Link Swing Gate and all Appurtenantances for the Driveway entrance at Address 9520 Vinyl Coated, and at the Baseball Field Per Plan	\$1,000.00	\$2,000.00
48	305	LF	237110	306-1.6	18-Inch RCP Storm Drain	\$105.00	\$32,025.00
49	85	LF	237110	306-1.6	24-Inch RCP Storm Drain	\$115.00	\$9,775.00
50	12	EA	238210	307-2	Install Post with Traffic Sign	\$366.00	\$4,392.00

**REGENTS ROAD WIDENING S-00881 OVERALL PROJECT
COST ESTIMATE**

Item	Quantity	Unit	NAICS	2012 Payment Reference	Description	Unit Price	Extension
51	6	EA	238210	307-2	Install Road Signs and Posts	\$366.00	\$2,196.00
52	7	EA		307-1	Type 15 Street Light Pole, Foundation, Mast Arm & 103-133W LED Fixture & 10 amp fuse w/fuse cartridge in Pull Box	\$4,400.00	\$30,800.00
53	1615	LF		307-1	2" Sch. 40 Conduit w/3-#8 conductors	\$55.00	\$88,825.00
54	40	LF		307-1	2" conduit per SDG&E Standards, 30 amp fuse w/fuse cartridge, 3/4" x 8' copper clad ground rod & No. 3 1/2 Pull Box	\$110.00	\$4,400.00
55	14	EA		307-1	No. 3 1/2 Pull Box	\$272.00	\$3,808.00
56	1	EA	238210	307-1	Traffic Signal Modification-Regents Rd. & Executive Dr.	\$90,000.00	\$90,000.00
57	1	EA	238210	307-1	Traffic Signal Modification-Regents Rd. & Eastgate Mall	\$272,000.00	\$272,000.00
58	1	EA	238210	307-1	Traffic Signal Modification-Regents Rd. & Health Sciences Dr.	\$239,000.00	\$239,000.00
59	1	EA	238210	307-1	Traffic Signal Modification-Regents Rd. & Genesee Ave.	\$150,000.00	\$150,000.00
60	15000	LF	237310	314-4.3.7	Painted Traffic Stripes and Painted Markings	\$1.00	\$15,000.00
61	2200	LF	237310	314-4.4.6	Thermoplastic Traffic Stripes	\$4.00	\$8,800.00
62	1	LS	561730	308-7	Irrigation System with Existing Reclaim Water Meters for UCSD and La Jolla Country Day School	\$192,150.00	\$192,150.00
63	56500	SF	561730	308-7	Fine Grading/Soil Preparation	\$1.20	\$67,800.00
64	1	LS	561730	308-7	Soil Test	\$250.00	\$250.00
65	56500	SF	561730	308-7	Planter Bark Mulch	\$0.35	\$19,775.00
66	800	LF	561730	308-7	Root Barrier	\$5.00	\$4,000.00
67	85	EA	561730	308-7	36" Box Tree	\$1,000.00	\$85,000.00
68	1200	EA	561730	308-7	5 Gallon Container Plant	\$35.00	\$42,000.00
69	6850	EA	561730	308-7	1 Gallon Container Plant	\$10.00	\$68,500.00
70	1	EA	237110	303-1.11	Bioretention: Reverse D-25 Parkway Drain	\$6,000.00	\$6,000.00
71	1	EA		SP #	Bioretention: Type F Outlet Structure (D=8')	\$10,000.00	\$10,000.00
72	750	LF		SP #	Bioretention: 8" Perforated PVC - SDR-35	\$25.00	\$18,750.00
73	169	CY		SP #	Bioretention: Soil Media	\$55.00	\$9,295.00
74	591	CY		SP #	Bioretention: Class 2 Permeable Gravel	\$23.00	\$13,593.00
75	440	ey		SP #	No. 3 Backing Rip Rap	\$38.00	\$16,720.00
76	3	EA		SP #	8" Underdrain Cleanout	\$2,000.00	\$6,000.00

**REGENTS ROAD WIDENING S-00881 OVERALL PROJECT
COST ESTIMATE**

Item	Quantity	Unit	NAICS	2012 Payment Reference	Description	Unit Price	Extension
77	1	LS	541330	701-13.8.4	Water Pollution Control Program Development	\$15,000.00	\$15,000.00
78	1	LS	237990	701-13.8.4	Water Pollution Control Program Implementation	\$25,000.00	\$25,000.00
79	1	EA	237110	SP #	Storm Water Grate Inlet & Treatment System within the La Jolla Country Day Parking Lot along Eastgate Mall	\$40,000.00	\$40,000.00
80	1	AL		307-2	SDG&E Service Allowance	\$10,000.00	\$10,000.00
ESTIMATED TOTAL BASE BID:							\$3,533,558.62

Contingency (10% of Engineer's Bid List)

\$353,355.86

Construction Total (Engineer's Bid List + Contingency)

\$3,886,914.49

Soft Cost (Total)

\$2,524,298.86

Cost To Date

\$1,950,943.00

Final Design

\$150,000.00

Advertise & Award

\$10,000.00

Construction Support

\$353,355.86

Design in Construction

\$50,000.00

Project Closeout

\$10,000.00

Total Project Cost

\$6,411,213.35

**REGENTS ROAD WIDENING S-00881 UCSD REIMBURSEMENT
COST ESTIMATE**

Engineer's Bid List Item #	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
	1	LS	238910	300-1.4	Clearing & Grubbing (50% of the Engineer's Bid List Item #6)	\$80,000.00	\$80,000.00
	330	CY	237310	300-2.9	Unclassified Excavation	\$35.00	\$11,550.00
	390	TON	237310	302-5.9	5" depth Asphalt Concrete Pavement (over Cement Treated Base)	\$90.00	\$35,100.00
	1125	CY	237310	302-5.9	16" Cement Treated Base	\$40.00	\$45,000.00
	2	EA		500-1.6.6	Reclaimed Water Service Relocation, Lateral Connection, Sealing and all Appurtenances	\$1,650.00	\$3,300.00
	40	LF	237110	306-1.6	18 Inch RCP Storm Drain	\$115.00	\$4,600.00
	1	EA	238210	307-1	New Signal Pole, Heads, Lighting and all Appurtenances	\$55,000.00	\$55,000.00
	1	EA	238210	307-1	New Traffic Sign	\$300.00	\$300.00
	4	EA	238210	307-2	Relocate Traffic Signs	\$250.00	\$1,000.00
	500	LF	237310	314-4.3.7	Painted Traffic Stripes and Painted Markings	\$1.50	\$750.00
	26794	SF	238390	700-2.15	Landscape and Irrigation *	\$5.76	\$154,338.08
	1	LS			Stormwater Treatment and HMP Facilities (11.68% of the Engineer's Bid List Item #s72-76)	\$7,517.01	\$7,517.01
	1	LS	541330	701-13.9.5	Water Pollution Control Program Development (11.68% of the Engineer's Bid List Item #77)	\$1,752.00	\$1,752.00
	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation (11.68% of the Engineer's Bid List Item #78)	\$2,920.00	\$2,920.00
	1	LS	237110	7-10.2.6	Traffic Control (11.68% of the Engineer's Bid List Item #4)	\$8,760.00	\$8,760.00
	1	LS	561730	308-7	90 Day Plant Maintenance Establishment (50% of the Engineer's Bid List Item #2)	\$6,000.00	\$6,000.00
UCSD Engineer's Bid List Total:							\$417,887.09

* Square footage includes the area to the west of Regents Road between Athena Way and Genesee Ave from the back of sidewalk to the parking lot curb

Contingency (10% of UCSD Engineer's Bid List)	\$41,788.71
Construction Total (UCSD Engineer's Bid List + Contingency)	\$459,675.80
Soft Cost (11.68% of Engineer's Bid Soft Cost)	\$294,838.11
Total UCSD Project Cost	\$754,513.91
USE	\$755,000