

DUPLICATE

**FIRST AMENDMENT TO FBA REIMBURSEMENT AGREEMENT
FOR PUBLIC FACILITIES IN TORREY HIGHLANDS
WITH KB HOME COASTAL, INC. FOR A PORTION OF PROJECT NO. T-5.2,
CARMEL MOUNTAIN ROAD – NORTHERLY PORTION (Widening to Four Lanes
from Sundance Ave. to SR-56 Right-of-Way) and U-3, New 16” Water Main within
RHODES CROSSING UNITS 1 & 6, IN THE TORREY HIGHLANDS COMMUNITY –
REIMBURSEMENT AGREEMENT NO. 1271474
(PTS 363545)**

This First Amendment to the FBA Reimbursement Agreement for Public Facilities in Torrey Highlands [Amendment] is made this ____ day of _____, 2015 between the City of San Diego, a municipal corporation [City], and KB Home Coastal Inc, a California Corporation, [Developer]. This Amendment relates to reimbursement for the planning, permitting, design and construction of, Carmel Mountain Road and New 16” Water Main identified as Project No(s). T-5.2 (Camel Mountain Road – Widening to Four Lanes from Sundance Ave. to SR-56 Right-of-Way) and U-3, New 16” Water Main, in the Torrey Highlands Public Facilities Financing Plan and Facilities Benefit Assessment [Financing Plan]. Developer and City are collectively referred to throughout this Amendment as “the Parties.”

RECITALS

A. On January 30, 2015, City entered into a Reimbursement Agreement for the design and construction of certain public facilities in Torrey Highlands with Developer [Agreement]. The Agreement is on file in the Office of the City Clerk as Document No. OO-20451. Under the Agreement, Developer is to design and construct projects identified in Exhibit “A”, of the Agreement, specifically Project Nos. T-5.2 and U-3 [“the Projects”]. The total Estimated Project Cost of the design and construction of the Projects was One Million Fifty Eight Thousand Nine Hundred Seventeen Dollars (\$1, 058, 917) [Estimated Project Cost]. Ordinance No. OO-20451, adopted by the City Council on February 5, 2015, authorized an expenditure of an amount not to exceed \$1,058,917 for the Projects. The Fiscal Year 2013 Financing Plan accounts for the projects separately and thus shows that the City maximum funds available for T-5.2 are \$5,400,000 and U-3 \$1,225,000.

B. Project Nos. T-5.2 and U-3 relate to Carmel Mountain Road from Sundance Ave. to SR-56 Right-of-Way, and New 16” Water Main and the Agreement identified a combined cost for those two projects. Therefore, pursuant to the Agreement, and as authorized by Ordinance No. OO-20451, City is authorized to reimburse Developer an amount not to exceed \$1,058,917, \$785,760 for project T-5.2 and \$273,157 for project U-3. However, due to higher than expected contract bids, the current cost estimates have come in higher than expected and the developer has requested that an additional \$405,948 be authorized for reimbursement for projects T-5.2 and U-3. With the requested increased costs, the total Estimated Project Cost under the Agreement would be increased to \$1,464,865, \$1,090,143 for project T-5.2 and \$374,722 for project U-3. Developer understands that authorization of the Requested Increased Cost does not automatically entitle Developer to reimbursement for these costs.

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

1. The recitals set forth above are incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
2. Section 3.3 is hereby stricken in its entirety and shall be replaced as follows:

Estimated Cost (s). Developer shall advance the costs for and shall provide a completed Project (including design, construction, construction management, land, and all incidental costs thereto, and all expenses under the Agreement) (the "Project Cost"). The Estimated Project Cost shall not exceed One Million Four Hundred Sixty Four Thousand Eight Hundred Sixty Five Dollars (\$1,464,865) (the "Estimated Project Cost"). Any change to the Estimated Project Cost shall require prior approval of the City in accordance with Section 3.3.3 of the Agreement. The Project Cost shall include all Direct and Indirect costs, defined below, incurred by Developer in order to successfully complete the Project. For a breakdown of the Estimated Project Cost see revised Exhibit "E," attached hereto and incorporated herein.

3. Section 4.5.2, is hereby stricken in its entirety and shall be replaced as follows:

4.5.2 ***Nondiscrimination Ordinance***. Developer shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of consultants, contractors, subcontractors, vendors or suppliers. Developer shall provide equal opportunity for contractors and subcontractors to participate in contracting and subcontracting opportunities. Developer understands and agrees that violation of this clause shall be considered a material breach of the Agreement and may result in Agreement termination, debarment, and other sanctions. This language shall be in contracts between the Developer and any consultants, contractors, subcontractors, vendors and suppliers.

4. Section 5.1, is hereby stricken in its entirety and shall be replaced as follows:

ARTICLE V. PREVAILING WAGE

5.1 **Prevailing Wage**. Prevailing wages apply to the Project. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed on the Project is subject to State prevailing wage laws, and Developer shall ensure compliance with all applicable prevailing wage laws and requirements. For construction work performed on the Project that cumulatively exceeds \$25,000 and for alteration, demolition, repair and maintenance work performed on the Project that cumulatively exceeds \$15,000, Developer shall ensure that its contractors and subcontractors comply with State prevailing wage laws including, but not limited to, the requirements listed below.

5.1.1 **Compliance with Prevailing Wage Requirements**. Pursuant to sections 1720

through 1861 of the California Labor Code, Developer shall ensure that its contractors and subcontractors ensure that all workers who perform work on the Project are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. Developer shall immediately notify City of any known violations of this Article.

5.1.1.1 Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Developer shall ensure that its contractors and subcontractors post a copy of the prevailing rate of per diem wages determination at each job site and make them available to any interested party upon request.

5.1.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of contract for the Project. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to the contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of the contract, each successive predetermined wage rate shall apply to the contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of the contract, such wage rate shall apply to the balance of the contract.

5.1.2 **Penalties for Violations.** Developer shall require its contractor and subcontractors comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

5.1.3 **Payroll Records.** Developer shall require its contractor and subcontractors comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Developer shall require its contractor to require its subcontractors to also comply with section 1776. Developer shall require its contractor and subcontractors submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Developer shall require its contractor to ensure that its subcontractors submit certified payroll records to the City.

- 5.1.3.1** For contracts entered into on or after April 1, 2015, Developer shall ensure that its contractor and subcontractors furnish records specified in California Labor Code section 1776 directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4.
- 5.1.4** *Apprentices.* Developer shall require its contractors and its subcontractors comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Developer shall require its contractors to be held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 5.1.5** *Working Hours.* Developer shall require its contractors and subcontractors to comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restricting working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specifying penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 5.1.6** *Required Provisions for Subcontracts.* Developer shall require its contractors to include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.
- 5.1.7** *Labor Code Section 1861 Certification.* In accordance with California Labor Code section 3700, Developer shall require that its contractors secure the payment of compensation of its employees and by signing the contract, the contractors certify as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this [agreement or contract]."
- 5.1.8** *Labor Compliance Program.* The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.
- 5.1.9** *Department of Industrial Relations Registration.* This Project is subject to compliance monitoring and enforcement by the DIR. Developer shall register with the DIR pursuant to Labor Code section 1725.5. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to California Labor Code section

1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. Developer shall ensure that its calls for bids and contract documents include the following provisions: "No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5"; "No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5"; "This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations"; and "By submitting a bid or proposal, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request."

5.1.9.1 A contractor's inadvertent error in listing a subcontractor who is not registered pursuant to California Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in California Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

5. Section 24.3.3, with respect to notices to Developer, is replaced as follows:

To the Developer: KB Home Coastal Inc.
36310 Inland Valley Drive
Wildomar, CA 92595
Attention: Kurt Bausback
Telephone: (858) 877-4267
Facsimile: (951) 677-2190

6. The Parties agree that Developer is not automatically entitled to any reimbursement under the Agreement or this Amendment, and that reimbursement is contingent upon City approval of Developer's reimbursement request in accordance with the terms of the Agreement and this Amendment. Developer shall submit its Reimbursement Requests in accordance with the provisions set forth in Article XII of the Agreement.
7. The Parties agree that this Amendment represents the entire understanding of City and Developer. All other terms and conditions of the Agreement not discussed in this Amendment remain in full force and effect; provided, however, that if a term in the Agreement specifically conflicts with this Amendment, this Amendment shall govern the terms of the Agreement.

8. The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Amendment is executed by the City of San Diego, acting by and through its Mayor, pursuant to Ordinance No. O-20585, authorizing such execution, and by Developer.

This Amendment was approved as to form by the City Attorney this ____ of _____, 2015, and this date shall constitute the Effective Date of this Amendment.

THE CITY OF SAN DIEGO, a Municipal Corporation

Dated: 2.5.16

By: David Graham
David Graham, Deputy Chief Operating Officer

Approved as to form:
JAN I. GOLDSMITH, City Attorney

Dated: 2.10.16

By: Inga Lintvedt
Inga Lintvedt, Deputy City Attorney

KB HOME COASTAL INC, a California Corporation
By: KB Home Coastal Inc., a California corporation

Dated: 10/28/15

By: Stephen J. Ruffner
Name: Stephen J. Ruffner
Title: President KB Home Coastal Inc.

CSW
06/11/15
Or.Dept: Facilities Financing

Estimated Costs of Project T-5.2 – Carmel Mountain Road North (Widen to 4 Lanes from Sundance to SR-56 Right-of-way)

<u>Item</u>	<u>Description</u>	<u>Amount</u>
	Hard Costs	
1	Storm Drain	\$ 164,332
2	Street Improvements	\$ 491,806
3	Sewer Improvements	\$ 13,498
4	Maintenance	\$ 2,733
5	Change Order #1	\$ 53,085
6	Change Order #2	\$ 24,317
7	Change Order #3	\$ 22,875
8		\$ 0
	Subtotal Hard Costs	\$ 772,646
	Soft Costs	
1	Hunsaker and Associates – Civil Design	\$ 30,500
2	Hunsaker and Associates – Staking	\$ 17,300
3	Weiland and Associates – Landscape Design	\$ 3,800
	Subtotal Soft Costs	\$ 51,600
1	City Fees	\$ 150,000
	Subtotal City Fees	\$ 150,000
	Subtotal (Hard plus Soft Costs)	\$ 824,246
	Project Contingency (10% of Hard Costs)	\$ 77,265
	Project Costs	\$ 901,511
	5% Administration Fee	\$ 38,632
	Interest (1) (Please see cost estimate for U-3)	\$ 0
	Estimated Cost (Hard Cost, Soft Cost, City Fees, Contingency, and Administration)	\$ 1,090,143

(1) Potential interest as outlined in section 12.1.6 will only be paid up to \$25,000 in aggregate toward project T-5.2 and U-3.

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Revised Exhibit "E"

Moote Companies ("MC")
 Attn: Terry Paulson
 Tel. 949.428.1400 ext. 210

ITEM NO.	STORM DRAIN	UNIT MEAS	QUAN	PRICE	AMOUNT
1.	Mobilization (Maximum 2% of Bid Amount)	LS	1	\$2,160.00	2,160
2.	Furnish and Install 36" RCP with Bedding & Backfill per San Diego Std. SDD-110	LF	210	\$157.00	32,970
3.	Furnish and Install 30" RCP with Bedding & Backfill per San Diego Std. SDD-110	LF	262	\$145.80	38,200
4.	Furnish and Install 18" RCP with Bedding & Backfill per San Diego Std. SDD-110	LF	171	\$92.00	15,732
5.	Connect 18" RCP to Existing Catch Basin at Sta. 47+31.96	EA	1	\$540.00	540
6.	47+31.96	EA	1	\$1,950.00	1,950
7.	Type A-4 Cleanout (36"), Including 1st Raise per City of San Diego Standard D-9	EA	1	\$4,320.00	4,320
8.	Type A-4 Cleanout (36"x30"x18"), Including 1st Raise per City of San Diego Standard D-9	EA	1	\$4,320.00	4,320
9.	Type A-4 Cleanout (30"x30"x18"), Including 1st Raise per City of San Diego Standard D-9	EA	2	\$4,320.00	8,640
10.	Type A-4 Cleanout (30"x30"), Including 1st Raise per City of San Diego Standard D-9	EA	1	\$4,320.00	4,320
11.	Type B-1 Inlet, W=12', Station 48+61.80, Including Local Depression per City of San Diego Standard D-2	EA	1	\$5,075.00	5,075
12.	of Offsite including Sawcut, R&R, Backfill, Compaction, Slurry backfill, Dump Fees,	LS	1	\$12,960.00	12,960
13.	Construct 30" Brick & Mortar Seal	EA	1	\$500.00	500
14.	Construct 18" Brick & Mortar Seal	EA	1	\$435.00	435
15.	Sawcut, Remove, Dispose & Replace Existing AC, Sidewalk, C&G	LS	1	\$16,200.00	16,200
16.	load, haul, compact including dump fees, complete	LS	1	\$2,490.00	2,490
17.	compaction, dump fees, complete	EA	1	\$1,410.00	1,410
18.	per Std, D-91A and D-91B	EA	1	\$7,250.00	7,250
19.	Furnish, Install and Maintain Traffic Control through job duration	LS	1	\$2,700.00	2,700
20.	Furnish and Install Erosion Control and SWPPP through job duration	LS	1	\$2,160.00	2,160
SUB TOTAL.....					164,332

Moote Companies ("MC")
 Attn: Terry Paulson
 Tel. 949.428.1400 ext. 210

ITEM NO.	STREET IMPROVEMENTS	UNIT		PRICE	AMOUNT
		MEAS	QUAN		
1.	Mobilization (Not to exceed 2% of bid amount)	LS	1	\$9,800.00	9,800
2.	Clear & Grub, Complete	LS	1	\$5,400.00	5,400
3.	Pothole and verify location of existing utilities prior to commencement of work	LS	1	\$3,780.00	3,780
4.	Construct 5" AC paving per City of San Diego Standard SDG-113	SF	20,434	\$2.27	46,385
5.	Construct 12" CTB per City of San Diego Standard SDG-113	SF	20,434	\$2.35	48,020
6.	Construct 6" Type H Curb and Gutter per City of San Diego Standard SDG-151	LS	601	\$26.00	15,626
7.	Construct Median Curb B-2 per City of San Diego Standard SDG-154	LS	954	\$22.70	21,656
8.	Construct 5' Wide Sidewalk including joining existing PCC per City of San Diego Standard SDG-155	SF	5,540	\$3.89	21,551
9.	Construct Island Median Area Landscape and Hardscape per Plan Sheets LP-01 through LP-04, Complete. All hardscape to be colored and stamped.	LS	1	\$69,660.00	69,660
10.	Construct Parkway, W=5' Landscape per Plan Sheets LP-01 through LP-04, Complete	LS	1	\$48,600.00	48,600
11.	Construct Island Median Area Irrigation per Plan Sheets LI-01 through LI-05, Complete	LS	1	\$16,200.00	16,200
12.	Construct Parkway, W=5' Irrigation per Plan Sheets LI-01 through LI-05, Complete	LS	1	\$32,500.00	32,500
13.	Furnish and Install Street Lights and Conduit per City of San Diego Standard SDE-101	EA	2	\$4,000.00	8,000
14.	Raise Storm Drain Manhole Frame and Grate to Final Grade	EA	5	\$595.00	2,975
15.	Raise Water Gate Valve Cans to Final Grade	EA	13	\$378.00	4,914
16.	Dirt Balance, Subgrade Preparation, and Fine Grade for Paving and Slot Paving - This is a final pay item	SF	23,035	\$0.92	21,192
17.	Dirt Balance, Subgrade Preparation, and Fine Grade for Curb and Curb and Gutter - This is a final pay item	LF	1,555	\$3.00	4,665
18.	Dirt Balance, Subgrade Preparation, and Fine Grade for Sidewalk - This is a final pay item	SF	5,540	\$0.70	3,878
19.	Dirt Balance, Subgrade Preparation, and Fine Grade for Parkway - This is a final pay item	SF	5,540	\$0.70	3,878
20.	Dirt Balance, Subgrade Preparation, and Fine Grade for Median - This is a final pay item including import of suitable soil	LS	1	\$10,800.00	10,800
21.	Sawcut Existing AC	LS	1	\$2,050.00	2,050
22.	Demo, Remove, Haul Off and Dispose of Existing AC	LS	1	\$4,860.00	4,860
23.	Demo, Remove, Haul Off and Dispose of Existing AC Berm including AC Spillway Demolition	LS	1	\$2,160.00	2,160
24.	Demo, Remove, Haul Off and Dispose of Existing Guardrail	LF	695	\$16.20	11,259
25.	Furnish and Install Temporary Barricade per City of San Diego Standard "M-9"	LF	39	\$54.00	2,106
26.	Furnish and Install Sidewalk Underdrain at Sta. 51+26.86	EA	1	\$378.00	378
27.	Cold Plane & Overlay Existing Paving per City of San Diego Standard SDG-107	SF	3,960	\$3.20	12,672
28.	Furnish and Install Striping and Striping, Complete	LS	1	\$8,640.00	8,640
29.	Relocate Street Light #2 and upgrade to 135 Watt (LED)	EA	1	\$2,515.00	2,515
30.	Upgrade existing Street Light #4 to 135 Watt (LED)	EA	1	\$1,431.00	1,431
31.	Furnish and Install full depth AC slot patch	SF	601	\$9.72	5,842
32.	Furnish and Install Joint Seal at Bridge	LS	1	\$4,320.00	4,320
33.	Demo, Remove, Haul Off and dispose of Curb and Gutter at Sta. 47+49.30 through Sta. 48+49.30	LF	100	\$21.60	2,160
34.	Demo, Remove, Haul Off and dispose of 9' wide PCC Sidewalk at Sta. 46+70.64 through Sta. 52+95.07	SF	5,625	\$1.35	7,594
35.	Furnish, Install and Maintain Traffic Control	LS	1	\$7,560.00	7,560
36.	Performance, Labor & Payment Bond	LS	1	\$9,760.00	9,760
36.	Furnish and Install Erosion Control and SWPPP	LS	1	\$7,020.00	7,020
SUB TOTAL.....					491,806

Revised Exhibit "E"

Mooto Companies ("MC")
 Attn: Terry Paulson
 Tel. 949.428.1400 ext. 210

ITEM NO.	Sanitary Sewer	UNIT		PRICE	AMOUNT
		MEAS	QUAN		
1.	Mobilization (Maximum 2% of Bid Amount)	LS	1	\$270.00	270
2.	Diego Std. SDW-110	LF	98	\$92.00	9,016
3.	Furnish and Install 8" Plug	EA	2	\$162.00	324
4.	Pressure test and Video system	LS	1	\$1,620.00	1,620
5.	Sawcut, Remove, Dispose & Replace Existing AC Pavement	LS	1	\$1,080.00	1,080
6.	Furnish, Install and Maintain Traffic Control through job duration	LS	1	\$648.00	648
7.	Furnish and Install Erosion Control and SWPPP through job duration	LS	1	\$540.00	540
SUB TOTAL.....					13,498

Mooto Companies ("MC")
 Attn: Terry Paulson
 Tel. 949.428.1400 ext. 210

ITEM NO.	MAINTENANCE	UNIT		PRICE	AMOUNT
		MEAS	QUAN		
1.	Street Cleaning (60 days during Export)	SF	21,192	0.04	848
2.	Landscaping Maintenance	SF	8,978	0.21	1,885
SUB TOTAL.....					2,733

Estimated Costs of Project U-3 – New 16" Water Main (North)

Item	Description	Amount
	Hard Costs	
1	Domestic Water	\$ 304,106
	Subtotal Hard Costs	\$ 304,106
	Soft Costs	
1	Hunsaker and Associates – Civil Design	\$
2	Hunsaker and Associates – Staking	\$
3	Weiland and Associates – Landscape Design	\$
	Subtotal Soft Costs	\$ 0
1	City Fees	\$ 0
	Subtotal City Fees	\$ 0
	Subtotal (Hard plus Soft Costs)	\$ 304,106
	Project Contingency (10% of Hard Costs)	\$ 30,411
	Project Costs	\$ 334,517
	5% Administration Fee	\$ 15,205
	Interest (1)	\$ 25,000
	Estimated Cost(Hard Cost, Contingency, Administration, and Interest for both projects)	\$ 374,722

(1) Potential interest as outlined in section 12.1.6 will only be paid up to \$25,000 in aggregate toward project T-5.2 and U-3.

Moote Companies
 60 Corporate Park, Suite 100
 Irvine, CA 92626
 Tel: (949) 428-1400 Fax: (949) 428-1410

Revised Exhibit "E"

Client: KB Home Coastal Inc.
 9915 Mira Mesa Blvd, Suite 100
 San Diego, CA 92131
 Tel: (858) 877-4262

Cost Budget for CMR - North - (U-3) 16" Water Main

Moote Companies ("MC")
 Attn: Terry Paulson
 Tel. 949.428.1400 ext. 210

ITEM NO.	CMR - North - (U-3) 16" Water Main	UNIT		PRICE	AMOUNT
		MEAS	QUAN		
1.	Mobilization (Maximum 2% of Bid Amount)	LS	1	\$5,400.00	5,400.00
2.	Construct Item #1 at Sta. 45+85.82 as shown on Plan Sheet 3 of 18. Install work per "Sewer and Water Notes" note #3 shown on plan sheet 2 of 18, Complete	LS	1	\$36,000.00	36,000.00
3.	Construct Item #2 at Sta. 45+85.82 as shown on Plan Sheet 3 of 18. Install work per "Sewer and Water Notes" note #3 shown on plan sheet 2 of 18, Complete	LS	1	\$24,300.00	24,300.00
4.	Construct Item #3 at Sta. 53+20.00 as shown on Plan Sheet 3 of 18. Install work per "Sewer and Water Notes" note #3 shown on plan sheet 2 of 18, Complete	LS	1	\$17,280.00	17,280.00
5.	Construct Item #4 at Sta. 53+55.04 as shown on Plan Sheet 3 of 18. Install work per "Sewer and Water Notes" note #3 shown on plan sheet 2 of 18, Complete	LS	1	\$2,650.00	2,650.00
6.	Construct Item #5 at Sta. 53+55.04 as shown on Plan Sheet 3 of 18. Install work per "Sewer and Water Notes" note #3 shown on plan sheet 2 of 18, Complete	LS	1	\$2,700.00	2,700.00
7.	Construct Item #6 at Sta. 53+55.04 as shown on Plan Sheet 3 of 18. Install work per "Sewer and Water Notes" note #3 shown on plan sheet 2 of 18, Complete	LS	1	\$3,780.00	3,780.00
8.	Furnish and Install 16" PVC, CL 235 with Bedding & Backfill per City of San Diego Std. SDW-110 including all Fittings and thrust blocks, etc., Complete	LF	821	\$136.00	111,656.00
9.	Furnish and Install 8" PVC, CL 235 with Bedding & Backfill per City of San Diego Std. SDW-110 including all Fittings and thrust blocks	LF	98	\$103.78	10,170.44
10.	Furnish and Install 1" Irrigation Service at Station 49+00.48 with Bedding & Backfill per City of San Diego Std. SDW-110 including all Fittings, Complete	EA	1	\$5,280.00	5,280.00
11.	Furnish and Install 3/4" Irrigation Service at Station 50+16.75 with Bedding & Backfill per City of San Diego Std. SDW-110 including all Fittings, Complete	EA	1	\$3,456.00	3,456.00
12.	Furnish and Install Blow off Assembly per Std. SDW-144, Complete	EA	1	\$3,888.00	3,888.00
13.	Furnish and Install 16" Gate Valves, Including 1 Raise	EA	5	\$11,880.00	59,400.00
14.	Furnish and Install 8" Gate Valves, Including 1 Raise	EA	2	\$1,318.00	2,636.00
15.	Furnish and Install 16" End Cap and Thrust Block	EA	1	\$1,350.00	1,350.00
16.	Furnish and Install 8" End Cap	EA	2	\$705.00	1,410.00
17.	Pressure test and chlorinate system	LS	1	\$4,860.00	4,860.00
18.	Sawcut, Remove, Dispose & Replace Existing AC Pavement, Sidewalk and Curb and G	LS	1	\$6,160.00	6,160.00
19.	Furnish, Install and Maintain Traffic Control through job duration	LS	1	\$650.00	650.00
20.	Furnish and Install Erosion Control and SWPPP through job duration	LS	1	\$1,080.00	1,080.00
SUB TOTAL.....				\$ 304,106.44	

ORDINANCE NUMBER O- 20585 (NEW SERIES)DATE OF FINAL PASSAGE JAN 28 2016AN ORDINANCE OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THE MAYOR TO EXECUTE A
FIRST AMENDMENT FOR PUBLIC FACILITIES IN TORREY
HIGHLANDS WITH KB HOME COASTAL, INC.

WHEREAS, on January 30, 2015, the City of San Diego and KB Home Coastal, Inc. (Developer) entered into that certain Reimbursement Agreement No. 1271474, with respect to the design and construction of the northerly portion of Project No. T-5.2, road widening from Sundance to SR-56, and Project No. U-3, water mains, in the Torrey Highlands community, which Reimbursement Agreement is on file in the Office of the City Clerk as Document No. OO- 20451 (Original Agreement); and

WHEREAS, under the Original Agreement provides that the Estimated Project Cost is one million fifty eight thousand nine hundred seventeen dollars (\$1,058,917), including \$785,760 for Project No. T-5.2 and \$273,157 for Project No. U-3; and

WHEREAS, the contract bids and the current cost estimates have been higher than expected, and therefore the City and Developer desire to amend the Original Agreement to increase the Estimated Project Cost to one million four hundred sixty four thousand eight hundred and sixty five dollars (\$1,464,865), including \$1,090,143 for Project No. T-5.2 and \$374,722 for Project No. U-3; and

WHEREAS, the First Amendment to Reimbursement Agreement for Public Facilities in Torrey Highlands (Amendment) with Developer is on file in the Office of the City Clerk as Document No. OO- 20585 and sets forth amended terms and conditions to the Original Agreement; NOW, THEREFORE,

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

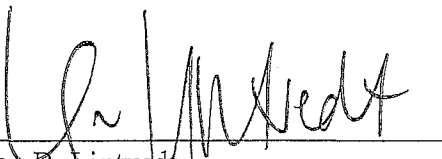
Section 1. That the Mayor be and hereby is authorized and empowered to execute, for and on behalf of the City, the Amendment to increase the Estimated Project Cost to one million four hundred sixty four thousand eight hundred and sixty five dollars (\$1,464,865), including \$1,090,143 for Project No. T-5.2 and \$374,722 for Project No. U-3.

Section 2. That the Chief Financial Officer, provided the Amendment is authorized and fully executed, is authorized to expend an amount not to exceed \$1,090,143 for Project No. T-5.2 and \$374,722 for Project No. U-3, from Torrey Highlands Fund No. 400094, consistent with the timing established in the Torrey Highlands Public Facilities Financing Plan, the Original Agreement, the Amendment, and contingent upon Chief Financial Officer certifying that funds necessary for expenditure are, or will be, on deposit in the City Treasury.

Section 3. That a full reading of this ordinance is dispensed with prior to passage, a written copy having been made available to the Council and the public prior to the day of its passage.

Section 4. That this ordinance, having been introduced and adopted by a two-thirds vote of the members of the San Diego City Council pursuant to Section 99 of the Charter of the City of San Diego, shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Inga B. Lintvedt
Deputy City Attorney

IBL: mm
November 13, 2015
Or.Dept: Facilities Financing
Doc. No.: 1166224

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of JAN 12 2016.

ELIZABETH S. MALAND
City Clerk

By Stacy Brady
Deputy City Clerk

Approved: 1/26/16
(date)

Kevin L. Faulconer
KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on JAN 12 2016, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Todd Gloria	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marti Emerald	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage JAN 28 2016

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By *Aty Moody*, Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on

DEC 08 2015, and on JAN 28 2016

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By *Aty Moody*, Deputy

<p>Office of the City Clerk, San Diego, California</p> <p>Ordinance Number O- <u>20585</u></p>

Passed by the Council of The City of San Diego on January 12, 2016, by the following vote:

YEAS: LIGHTNER, ZAPF, GLORIA, COLE, KERSEY, CATE,
SHERMAN, ALVAREZ, EMERALD.
NAYS: NONE.
NOT PRESENT: NONE.
RECUSED: NONE.

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: Jeannette I. Santos, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O-20585 (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on December 8, 2015 and on January 28, 2016.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By:  _____, Deputy