

000871 REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO		1. CERTIFICATE NUMBER (FOR AUDITOR'S USE ONLY) 2800187					
TO: CITY ATTORNEY	2. FROM (ORIGINATING DEPARTMENT): Engineering & Capital Projects	3. DATE: July 17, 2007 103 10/16					
4. SUBJECT RUFFIN ROAD/MURPHY CANYON ROAD BIKEWAY PROJECT							
5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.) Dave Zoumaras 533-3138 MS612	6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.) Larry Van Wey 533-3005 MS612 <i>LW</i>	7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED. X					
8. COMPLETE FOR ACCOUNTING PURPOSES							
FUND	100 -	9. ADDITIONAL INFORMATION / ESTIMATED COST: Estimated project cost: \$162,500 BTA Grant: \$146,200 City Match: 16,300 TOTAL \$162,500					
DEPT.	534 -						
51. ORGANIZATION	2755 -						
OBJECT ACCOUNT	9544 4881 4309 [Ⓟ]						
JOB ORDER	001240 -						
C.I.P. NUMBER							
AMOUNT	\$146,200 ⁵⁹ \$16,300 80						
10. ROUTING AND APPROVALS							
ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIG. DEPT	<i>[Signature]</i>	7/24/07	8	DEPUTY CHIEF	<i>[Signature]</i>	9-12-07
2	EAS	<i>[Signature]</i>	7/26/07	9	COO	NOT REQUIRED	
3	EOCP-EXEMPT			10	CITY ATTORNEY	<i>[Signature]</i>	9/6/07
4	COUNCIL LIAISON OFFICE	<i>[Signature]</i>	8/6/07	11	ORIG. DEPT	<i>[Signature]</i>	9/27/07
5	CIP/FM	<i>[Signature]</i>	9/5/07	DOCKET COORD: <i>[Signature]</i> COUNCIL LIAISON <i>[Signature]</i>			
6	AUDITOR	<i>[Signature]</i>	9/11/07	COUNCIL PRESIDENT <input type="checkbox"/> SPOB <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION			
7	General Svc. Streets	<i>[Signature]</i>	8/16/07	REFER TO: <i>ns</i> COUNCIL DATE: 10/16/07			
11. PREPARATION OF: <input checked="" type="checkbox"/> RESOLUTIONS <input type="checkbox"/> ORDINANCE(S) <input type="checkbox"/> AGREEMENT(S) <input type="checkbox"/> DEED(S)							
1. Authorizing the Mayor or his representative to make application to Bicycle Transportation Act (BTA) grant from the State of California, Department of Transportation, for \$162,500 in CIP 58-195.0, Ruffin Road/Murphy Canyon Road Bikeway Project for the purpose of constructing a bike lane/route.							
2. Authorizing the Mayor or his representative to take all necessary actions to secure funding from Bicycle Transportation Act (BTA) from the State of California, Department of Transportation, for CIP 58-1950, Ruffin Road/Murphy Canyon Road Bikeway Project, and (continued)							
11A. STAFF RECOMMENDATIONS: Adopt the resolutions							
12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.)							
COUNCIL DISTRICT(S): 6							
COMMUNITY AREA(S): KEARNY MESA							
ENVIRONMENTAL IMPACT: This activity is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 (existing facilities).							
HOUSING IMPACT: N/A							
OTHER ISSUES: ATTACHMENTS: BTA FUNDING AGREEMENT							

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3. Authorizing the Auditor and comptroller to establish a special interest-bearing fund for the grant; and
4. Authorizing the addition of CIP 58-1950, Ruffin Road/Murphy Canyon Road Bikeway Project, to the Fiscal Year 2008 Capital Improvement Program; and
5. Authorizing to transfer \$16,300 from Fund 100, General Fund, General Services Street Division, to Fund 630221, Contributions from Fund 100, for the purpose of providing the City's matching funds for the BTA Grant; and
6. Authorizing an increase in the amount of \$162,500 in the Fiscal Year 2008 Capital Improvements Program of which \$146,200 is from BTA grant fund and \$16,300 is in Fund 630221, Contribution from Fund 100; and
7. Authorizing the Auditor and Comptroller to accept, appropriate and expend an amount not to exceed \$162,500 from CIP 58-195.0, Ruffin Road/Murphy Canyon Road Bikeway Project, of which \$146,200 is from State of California, Department of Transportation grant fund and \$16,300 is in Fund 630221, Contribution from Fund 100, for the purpose of constructing a Class II Bikeway along Ruffin Road and Aero Drive and upgrade the existing Class III Facility on Murphy Canyon Road between Aero Drive and the Murphy Canyon Bike Path, contingent upon the receipt of a fully executed grant agreement; and
8. Authorizing the City Auditor and Comptroller, upon advice from the administering department, to transfer excess funds, if any, to the appropriate reserves.

DEPARTMENT OF TRANSPORTATION

DIVISION OF LOCAL ASSISTANCE – MS. 1

1120 N STREET

P. O. BOX 942873

SACRAMENTO, CA 94273-0001

PHONE (916) 653-0036

FAX (916) 653-1905

TTY (916) 653-4086

*Flex your power!
Be energy efficient!*

December 21, 2005

Mr. Craig Tennesen
City of San Diego
1010 Second Avenue, Suite 110
San Diego, CA 92101

Dear Mr. Tennesen:

Subject: Bicycle Transportation Account Program

The following project(s) has/have been approved for funding under the 2005/2006 funding cycle of the Bicycle Transportation Account (BTA) Program.

Ruffin Road/Murphy Canyon Road Bikeway Project

The deadline for project completion and submittal of final invoices is April 1, 2008. Compliance with this deadline will provide ample time for the Caltrans District Local Assistance Engineer to inspect the completed project and process the final invoice.

If multiple projects are listed for your agency, a Local Agency –State Agreement for each project is enclosed. The following instructions apply to each agreement. Please review, sign and return the **original** agreement within 30 days and no later than 90 days to:

David Priebe
Bicycle Facilities Unit, MS-1
California Department of Transportation
P.O. Box 942874
Sacramento, CA 95274-0001

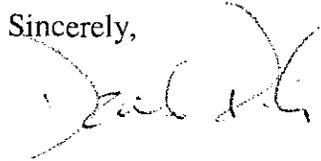
Please note that failure to return the agreement within 90 days could result in cancellation of your project.

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Mr. Craig Tennesen
December 21, 2005
Page 2

Please keep a copy of the agreement for your BTA project file. If you have questions about the agreement or the BTA program, please contact me by phone at (916) 653-0036 or e-mail at david_priebe@dot.ca.gov.

Sincerely,



DAVID PRIEBE
Bicycle Facilities Unit
Division of Local Assistance

Enclosure

c: DLA File

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6. Local Agency shall submit an acceptable final accounting of actual project costs and a written request for payment by April 1, 2008. State shall pay to the local agency the Bicycle Transportation Account share of the actual cost of the project prior to June 30, 2008, the expiration date of the Bicycle Transportation Account funds included in this project.
7. All costs charged to this agreement by LOCAL AGENCY shall be supported by properly executed payrolls, time records, invoices and vouchers, evidenced in proper detail the nature and propriety of the charges, and shall be costs allowable under the California Bicycle Transportation Act.
8. STATE may, at its option, declare this agreement void if a contract for construction of the project has not been awarded by LOCAL AGENCY on or before the end of the fiscal year following the fiscal year in which funds for the project are allocated.
9. If the project is a cooperative project and includes work on a State highway, it shall be the subject of a separate cooperative agreement between the STATE and LOCAL AGENCY.
10. The Legislature of the State of California, and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain employment practices with respect to contract and other work financed with State funds. LOCAL AGENCY shall ensure that work performed under this agreement conforms with the rules and regulations embodying such requirements where they are applicable. Any agreement or service contract entered into by LOCAL AGENCY for performance of work connected with the project shall incorporate Exhibit B attached hereto.

ARTICLE II - Rights-of-Way

1. Such rights-of-way as are necessary for the construction of the project shall be furnished by LOCAL AGENCY. Right-of-way costs may be included as an eligible item of total costs.
2. LOCAL AGENCY agrees to hold STATE harmless from any liability which may result in the event the right-of-way is not clear prior to award of contract. The furnishing of rights-of-way as provided for herein includes in addition to all real property required for the improvement, free and clear of obstruction and encumbrances, the payment of damages to real property not actually taken but injuriously affected by the proposed improvement. LOCAL AGENCY shall pay from its own funds any costs which arise out of delays to the contractor because utility facilities have not been removed or relocated, or because rights-of-way have not been made available to the contractor for the orderly prosecution of the work.
3. Should LOCAL AGENCY, in acquiring right-of-way for the project, displace an individual, family, business, farm operation, or nonprofit organization, relocation payments and services will be provided in compliance with the applicable State laws. The public will be adequately informed of the relocation payments and services which will be available and, to the greatest extent practicable no person lawfully occupying real property shall be required to move from his dwelling or to move his business or farm operation without at least 90 days written notice from LOCAL AGENCY.

ARTICLE III - Engineering

1. "Preliminary engineering" as used herein includes all preliminary work related to the project, including, but not restricted to preliminary surveys and reports, laboratory work, soil investigations, preparation of plans, designs, and advertising. "Construction engineering" as used herein includes actual inspection and supervision of construction work, construction staking, laboratory and field testing, field reports and records, estimates, final reports, and allowable expenses of employees engaged in such activities.
2. Preliminary and construction engineering costs included in the estimate contained in Exhibit A are eligible project costs. STATE reimbursement to LOCAL AGENCY will be on the basis of the actual cost thereof to LOCAL AGENCY including compensation and expense of personnel working on the project, required materials, and automotive expense provided, however, that LOCAL AGENCY shall contribute its general administrative and overhead expense.

ARTICLE IV - Miscellaneous Provisions

1. If STATE is named as a defendant in any suit arising from the construction, maintenance or operation of the project, LOCAL AGENCY will, at request of STATE, assume full responsibility for the conduct of the defense or will provide such assistance as STATE will require, and will pay any judgments issued against STATE and all costs in connection with the defense. STATE reserves the right to represent itself in any litigation in which STATE's interests are at stake.
2. LOCAL AGENCY shall maintain an accurate and detailed record of costs for this project. Such records shall be retained and made available to STATE's auditors for examination for a minimum period of three years from date of final payment of expenditures from Bicycle Transportation Account.
3. Upon acceptance of the completed project by the awarding authority, or upon the contractor's being relieved of the duty of maintaining and protecting certain portions of the work, LOCAL AGENCY shall assume responsibility for maintaining the project.
4. Minor changes may be made in the project as described in Exhibit A upon notice to STATE. No major change, however, may be made in said project except pursuant to an amendment to this agreement duly executed by STATE and LOCAL AGENCY.
5. LOCAL AGENCY shall certify CEQA compliance or documentation of Categorical Exemption determination as defined in Title 14 of the State Administrative Code-Department of Resources guidelines.
6. Nothing in the provisions of this agreement is intended to create duties or obligations to or rights in third parties not parties to this agreement or affect the legal liability of either party to this agreement by imposing any standard of care different than the standard of care imposed by law.
7. It is understood and agreed that neither the STATE nor any of its officers or employees is responsible for any damage or liability occurring by reason of anything done or omitted to be done in connection with the project. It is understood and agreed that pursuant to Government Code section 895.4 LOCAL AGENCY shall defend, indemnify and save harmless the STATE, all officers and employees from all claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person including but

not limited to workmen and the public, or damage to property arising out of or in any way connected to the project or the completed facility.

- 8. With respect to third party claims against LOCAL AGENCY arising out of or in any way connected to the project or the completed facility, LOCAL AGENCY waives any and all rights to any type of express, implied or comparative indemnity against the STATE, its officers or employees.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation

LOCAL AGENCY
 City of San Diego

Ken McGuire *12/20/05*

 KEN MCGUIRE, Chief Date
 Bicycle Facilities Unit
 Division of Local Assistance

 Name Date

 Title

EXHIBIT A
PROJECT DESCRIPTION AND COSTS

Local Agency: City of San Diego

Agreement No.: BTA 05/06-11-SD-04

ARTICLE V - Project Location and Description of Work

Location: City of San Diego

Description of Work:

Construct a Class II Bikeway on Ruffin Road from Kearny Villa Road to Aero Drive and on Murphy Canyon Road from Aero Drive to Murphy Canyon Path.

Net Length: 3.25 mi.

ARTICLE VI - Project Funding

Funding	Engineering/Design	Right of Way	Construction	Total	Percent
BTA Funds	\$4,500	\$0	\$141,700	\$146,200	89.97%
Local Funds	\$500	\$0	\$15,800	\$16,300	10.03%
Other	\$0	\$0	\$0	\$0	
Total	\$5,000	\$0	\$157,500	\$162,500	100.00%

EXHIBIT B

FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM

1. In the performance of the contract, the Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State or local agency setting forth the provisions of this Fair Employment and Housing section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment and Housing section of this contract.

3. Remedies for Willful Violations:

(a) The State or local agency will determine a willful violation of the Fair Employment and Housing provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order or obtained an injunction under Government Code Sections 12900, et seq.

(b) For willful violation of this Fair Employment and Housing provision, the State or local agency shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State or local agency in securing the goods or services hereunder shall be borne and paid for the Contractor and by his surety under the performance bond, if any, and the State or local agency may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State or local agency.

-----End Exhibit B-----

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.								
Accounting Officer: <u><i>Arthur J. Lopez</i></u>					Date: <u>12/16/05</u>		\$ <u>146,200</u>	
Chapter	Statutes	Item	Fiscal Year	Program	BC	Category	Fund Source	BTA Funds
38	2005	2660-101-0245	05/06	2030010660	C	220000	T	\$ 146,200

000881

EXECUTIVE SUMMARY SHEET

DATE REPORT ISSUED: September 4, 2007 REPORT NO.: n/a (1472)
ATTENTION: Council President and City Council
ORIGINATING DEPT.: Engineering and Capital Projects
SUBJECT: Ruffin Road/Murphy Canyon Road Bikeway Project
COUNCIL DISTRICTS: 6 (Kearny Mesa)
STAFF CONTACT: Larry Van Wey 619-533-3005

REQUESTED ACTION:

Council authorization is requested for the application and acceptance of a State of California Department of Transportation, Bicycle Transportation Act (BTA) Grant for the Ruffin Road/Murphy Canyon Road Bikeway project (CIP 58-195.0) in an amount not to exceed \$146,200. The City is required to provide a 10% match which equals to \$16,300 of the total project cost.

STAFF RECOMMENDATION:

Staff recommends the adoption of the resolutions authorizing the acceptance and expenditure of BTA grant funds for the purpose of the construction of the Ruffin Road/Murphy Canyon Road Bikeway Project (CIP 58-195.0)

EXECUTIVE SUMMARY:

The Ruffin Road/Murphy Canyon Road Bikeway Project will install striping, markings and signage of Class II bike lanes along Ruffin Road and Aero Drive and will upgrade the existing Class III facility of Murphy Canyon Road between Aero Drive and the Murphy Canyon Bike Path. Total project length is approximately 3.23 miles. This project will provide improved commuter bicycle access to employment centers, the Stonecrest Shopping Center, and other commercial areas in the community. Additionally, the project will connect to the existing Class II facilities on Kearny Villa Road, Aero Drive, and Ruffin Road south of Aero Drive, as well as the Class III facility on Clairemont Mesa Boulevard.

FISCAL CONSIDERATIONS:

Total project cost is estimated to be \$162,500. The City of San Diego will receive grant funding in an amount not to exceed \$146,200 from the State of California, Department of Transportation, for this project. \$16,300 is available in Fund 630221, Contributions from Fund 100, to satisfy the 10% match requirement.

PREVIOUS COUNCIL COMMITTEE ACTION:

n/a

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

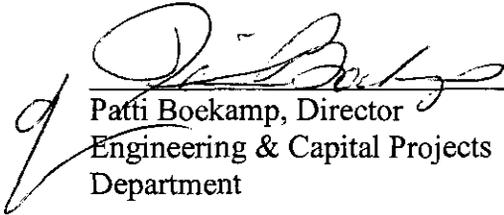
The Ruffin Road/Murphy Canyon Road Bikeway project is a component of the City's Bicycle Master Plan, is consistent with the Kearny Mesa Community Plan (project KM-T17) and the City's General Plan Guidelines.

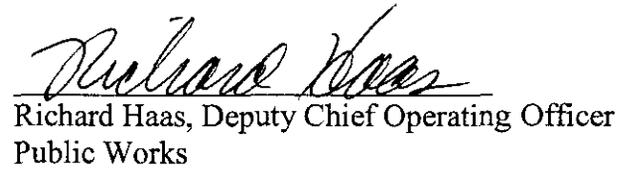
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REPORT TO THE CITY COUNCIL
EXECUTIVE SUMMARY SHEET

KEY STAKEHOLDERS:

San Diego Bicycle Coalition
Kearny Mesa Planning Association


Patti Boekamp, Director
Engineering & Capital Projects
Department


Richard Haas, Deputy Chief Operating Officer
Public Works

000883

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

AC 2800187

ORIGINATING

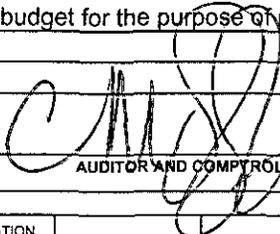
DEPT. NO: 549

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: \$16,300.00 Fund: 100

Purpose: To authorize the transfer of funds from the General Fund to the CIP budget for the purpose of providing required grant matching funds.

Date: September 11, 2007

By:  Caryn McGriff
AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA											
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/	EQUIP	FACILITY	AMOUNT
1	0	100	534	2755	4209	1240					\$16,300.00
TOTAL AMOUNT											\$16,300.00

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: _____

Vendor: _____

Purpose: _____

Date: _____

By: _____
AUDITOR AND COMPTROLLER'S DEPARTMENT

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

FUND OVERRIDE

AC 2800187

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING A GRANT APPLICATION ACCORDING TO THE BICYCLE TRANSPORTATION ACT FOR THE RUFFIN ROAD/MURPHY CANYON ROAD BIKEWAY PROJECT IN THE KEARNY MESA COMMUNITY PLAN AREA.

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

1. That the Mayor, or designee, is authorized and empowered for and on behalf of the City of San Diego [City] to the State of California, Department of Transportation for a grant according to the Bicycle Transportation Act (BTA) for bike lane/route construction funding for the Ruffin Road/Murphy Canyon Road Bikeway Project, CIP 58-195.0, [Project] for the purpose of constructing a bike lane/route.
2. That the Mayor, or designee, is authorized and empowered to take all necessary actions to secure BTA funding from the State of California, Department of Transportation, for the Project.
3. That the City Auditor and Comptroller is authorized to establish a special interest-bearing fund for the grant.
4. That the Fiscal Year 2008 Capital Improvements Program Budget is amended by adding CIP 58-195.0, Ruffin Road/Murphy Canyon Road Bikeway Project.
5. That the City Auditor and Comptroller is authorized to transfer an amount not to exceed \$16,300 from Fund 100, General Fund, General Services Street Division, to Fund 630221, Contributions from Fund 100, for the purpose of providing the City's matching funds for the BTA Grant.

6. Authorizing a \$162,500 increase in the 2008 Capital Improvements Program Budget in CIP #58-195.0, Ruffin Road/Murphy Canyon Road Bikeway Project, of which \$16,300 will come from Fund 630221, Contributions from Fund 100, and \$146,200 will come from the BTA grant fund, upon receipt of a fully executed grant agreement.

7. That the City Auditor and Comptroller is authorized to accept, appropriate and expend an amount not to exceed \$162,500 from CIP 58-195.0, Ruffin Road/Murphy Canyon Road Bikeway Project, of which \$146,200 is from the BTA Department of Transportation grant fund, and \$16,300 is in Fund 630221, Contribution from Fund 100, for the purpose of funding the Project- constructing a Class II Bikeway along Ruffin Road and Aero Drive and upgrade the existing Class III Facility on Murphy Canyon Road between Aero Drive and the Murphy Canyon Bike Path, contingent upon the receipt of a fully executed grant agreement.

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

BE IT FURTHER RESOLVED, that this activity is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines Section 15301, Existing Facilities.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By Peter A. Mesich
Peter A. Mesich
Deputy City Attorney

PAM:cfq
09/13/07
Aud.Cert.:2800187
Or.Dept:E&CP
R-2008-211

I hereby certify that the foregoing Resolution 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