

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGODATE: 01/08
51**EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION**

September 25, 2007

SUBJECT: State Route 15 Bikeway – Consultant Contract Amendment with Tetra Tech, Inc. (First Amendment)

GENERAL CONTRACT INFORMATION

Recommended Contractor: Tetra Tech, Inc.

Amount of this Action: \$ 53,403.00
 Original Contract: \$ 369,301.00
 Cumulative Total: \$ 422,704.00

Funding Source: City of San Diego

SUBCONTRACTOR PARTICIPATION

	<u>This Action</u>		<u>Cumulative</u>	
P & D Consulting (Other)	\$ 0.00	0.00%	\$ 64,428.10	15.24%
Coast Surveying (Hispanic Male, DBE)	\$ 0.00	0.00%	\$ 36,378.00	8.60%
Kleinfelder (Other)	\$ 0.00	0.00%	\$ 23,002.71	5.44%
Estrada Land Planning (Hispanic Female, DBE)	\$ 0.00	0.00%	\$ 16,407.20	3.88%
Total Certified Participation	\$ 0.00	0.00%	\$ 52,785.20	12.48%
Total Other Participation	\$ 0.00	0.00%	\$ 87,430.81	20.68%
Total Participation	\$ 0.00	0.00%	\$ 140,216.01	33.17%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Tetra Tech, Inc., has submitted a Work Force Report for their Irvine employees dated June 29, 2007 indicating 76 employees in the Administrative Work Force. The Administrative Work Force Analysis indicates under-representations in the following categories:

Hispanics in Management & Financial and Administrative Support
 Asians and Management & Financial
 Filipino in Management & Financial, Professional, and Technical
 Female in Management & Financial, Professional and Technical

The current review of the firm's efforts since their EO Plan submittal was approved in September 2005 and a comparison of the firm's prior Workforce Reports demonstrate some positive efforts to address the areas of under representation with a lack of improvement in the Asian, Filipino and Female categories.

EOC Staff is concerned about the under representations in the contractor's workforce and non-participation of certified firms and will continue to monitor the firm's progress and their efforts to implement their plan.

ADDITIONAL COMMENTS

The *Work Force Analysis* is attached.

RLL

File: Admin WOFO 2000

Date WOFO Submitted: 6/29/2007
 Input by: chg

Goals reflect statistical labor force availability for the following: 2000 CLFA
 Orange County, CA

City of San Diego Equal Opportunity Contracting

WORK FORCE ANALYSIS REPORT

FOR
 Company: Tetra Tech, Inc.

I. TOTAL WORK FORCE:

	Black		Hispanic		Asian		American Indian		Filipino		White		Other								
	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F						
Mgmt & Financial	1.5%	1	0	10.6%	0	0	10.9%	0	0	0.3%	0	0	10.9%	0	0	9	0	0	0		
Professional	1.8%	1	1	11.1%	5	1	11.8%	12	6	0.4%	0	0	11.8%	0	0	12	5	0	0		
A&E, Science, Computer	1.4%	0	0	7.0%	0	0	25.5%	0	0	0.2%	0	0	25.5%	0	0	0	0	0	0		
Technical	2.7%	0	0	15.7%	2	0	23.8%	2	1	0.3%	0	0	23.8%	0	0	5	2	0	0		
Sales	1.3%	0	0	18.4%	0	0	12.1%	0	0	0.4%	0	0	12.1%	0	0	0	0	0	0		
Administrative Support	2.2%	0	0	23.2%	0	0	11.8%	0	1	0.4%	0	0	11.8%	0	0	0	6	0	0		
Services	1.3%	0	0	46.5%	0	0	11.4%	0	0	0.3%	0	0	11.4%	0	0	0	0	0	0		
Crafts	1.2%	0	0	29.4%	1	0	15.5%	0	0	0.4%	0	0	15.5%	0	0	3	0	0	0		
Operative Workers	0.7%	0	0	55.7%	0	0	21.3%	0	0	0.2%	0	0	21.3%	0	0	0	0	0	0		
Transportation	2.1%	0	0	44.9%	0	0	7.2%	0	0	0.6%	0	0	7.2%	0	0	0	0	0	0		
Laborers	1.2%	0	0	65.7%	0	0	5.0%	0	0	0.3%	0	0	5.0%	0	0	0	0	0	0		
TOTAL		2	1		8	1		14	8		0	0		0	0		29	13		0	0

HOW TO READ TOTAL WORK FORCE SECTION:

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

Mgmt & Financial
 Professional
 A&E, Science, Computer
 Technical
 Sales
 Administrative Support
 Services
 Crafts
 Operative Workers
 Transportation
 Laborers

	TOTAL EMPLOYEES			Female Goals
	ALL	M	F	
Mgmt & Financial	10	10	0	35.6%
Professional	43	30	13	58.9%
A&E, Science, Computer	0	0	0	19.7%
Technical	12	9	3	48.3%
Sales	0	0	0	44.1%
Administrative Support	7	0	7	72.2%
Services	0	0	0	60.3%
Crafts	4	4	0	8.2%
Operative Workers	0	0	0	37.5%
Transportation	0	0	0	15.6%
Laborers	0	0	0	10.7%
TOTAL	76	53	23	

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

II. EMPLOYMENT ANALYSIS

	Black			Hispanic			Asian			American Indian			Filipino			Female		
	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy
Mgmt & Financial	0.15	1	N/A	1.06	0	(1.06)	1.09	0	(1.09)	0.03	0	N/A	1.09	0	(1.09)	3.59	0	(3.59)
Professional	0.77	2	1.23	4.77	6	1.23	5.07	18	12.93	0.17	0	N/A	5.07	0	(5.07)	25.33	13	(12.33)
A&E, Science, Computer	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Technical	0.32	0	N/A	1.88	2	N/A	2.86	3	N/A	0.04	0	N/A	2.86	0	(2.86)	5.80	3	(2.80)
Sales	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Administrative Support	0.15	0	N/A	1.62	0	(1.62)	0.83	1	N/A	0.03	0	N/A	0.83	0	N/A	5.05	7	1.95
Services	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Crafts	0.05	0	N/A	1.18	1	N/A	0.62	0	N/A	0.02	0	N/A	0.62	0	N/A	0.33	0	N/A
Operative Workers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Transportation	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Laborers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

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

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

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

2800277

TO: CITY ATTORNEY

2. FROM (ORIGINATING DEPARTMENT):
Engineering & Capital Projects

3. DATE: 01/08
August 23, 2007 51

4. SUBJECT:

State Route 15 Bikeway - Consultant Contract Amendment with Tetra Tech, Inc.

5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.)

Frank Gaines 533-3771 MS612

6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.)

Dave Zoumaras 533-3138 MS612

7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	30301		
DEPT.	30244		
ORGANIZATION	107		
OBJECT ACCOUNT	4279		
JOB ORDER	581270		
C.I.P. NUMBER	58-127.0		
AMOUNT	\$53,403		

9. ADDITIONAL INFORMATION / ESTIMATED COST:

Previous Contract: \$ 369,301
This Amendment: \$ 53,403
Total Contract: \$ 422,704

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIG. DEPT	[Signature]	9/4/07	8	DEPUTY CHIEF	[Signature]	10-12-07
2	EAS	Allison Stanwood	9/5/07	9	COO	NOT REQ'D	
3	EOC	Celia Griffin	9/26/07	10	CITY ATTORNEY	Peter A. Wright	10/9/07
4	COUNCIL LIAISON OFFICE	[Signature]	9/28/07	11	ORIG. DEPT	[Signature]	11/5/07
5	CIP/FM	[Signature]	10/4/07	DOCKET COORD: [Signature]		COUNCIL LIAISON: [Signature]	
6	AUDITOR	[Signature]	10/10/07	COUNCIL PRESIDENT: [Signature]		<input type="checkbox"/> SPOB <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION	
7				REFER TO: _____		COUNCIL DATE: 12/9/07	

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

- Authorizing the Mayor, or his designee, to execute a First Amendment to the Agreement with Tetra Tech, Inc., to the existing consultant services contract for preliminary engineering for CIP 58-127.0, State Route 15 Bikeway, in the amount of \$ 53,403; and

(Continued)

11A. STAFF RECOMMENDATIONS:

Adopt the Resolution and Ordinance

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

COUNCIL DISTRICT(S): 3
COMMUNITY AREA(S): Mid-City
ENVIRONMENTAL IMPACT: This activity is not a "project" and is therefore exempt from CEQA pursuant to State CEQA Guidelines Section §15060(C)(3).
HOUSING IMPACT: None
OTHER ISSUES: This action is subject to charter section 99, including 2/3 vote passage by council.
ATTACHMENTS: First Amendment to Agreement

FIRST AMENDMENT TO AGREEMENT

This First Amendment to the *State Route 15 Bikeway, PS&E* dated *November 11, 2001* [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and *Tetra Tech* [Consultant].

RECITALS

A. The City and Consultant [collectively referenced herein as the "Parties"] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. **RR-295738**, to provide *Professional Engineering Services for State Route 15 Bikeway, PS&E*.

B. The City desires to execute a First Amendment to the Agreement for the Consultant to provide additional Professional Services, as indicated in the expanded Scope of Services [Exhibit A-1], for a compensation amount not to exceed \$53,403.00, with total compensation for services provided under the Agreement not to exceed \$422,704.00.

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

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

1. Section 1.1 is amended to read as follows:

ADD: "The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibit A-1] at the direction of the City on a fixed fee basis as specifically enumerated in the Compensation and Fee Schedule [Exhibit B-1], and in accordance to the Time Schedule [Exhibit C-1]."

2. Section 3.1 is amended to read as follows:

ADD: "The City shall pay the Consultant for all Professional Services and all expenses related to performance under this First Amendment to the Agreement, in an amount not to exceed \$53,403.00, as set forth in the Compensation and Fee Schedule [Exhibit B-1]. The Consultant shall be entitled to compensation for Professional Services under this First

Amendment to the Agreement, whether within the Scope of Services or as Additional Services, based on the Compensation and Fee Schedule. For the duration of this First Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Compensation and Fee Schedule. The Total Compensation to Consultant under this Agreement shall not exceed \$ 422,704.00."

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

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

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

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

6.2 Design Professional Services Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), with respect to the performance of design professional services, Design Professional shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, representatives and employees from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Design Professional or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Design Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control.

6.3 Insurance. The provisions of this Article are not limited by the requirements of

Section 4.3 related to insurance.

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

5. Article VIII is amended to read as follows:

ADD: "**8.20 San Diego's Strong Mayor Form of Governance.** All references to 'City Manager' in this Agreement and all subsequent amendments thereto shall be deemed to refer to 'Mayor.' This section becomes effective on January 1, 2006 and shall remain in effect for the duration the City operates under the mayor-council (commonly referred to as 'strong mayor') form of governance pursuant to article XV of the City of San Diego City Charter."

6. The following attachments are incorporated herein by reference as follows:

Exhibits A-1 (Scope of Services), B-1 (Compensation and Fee Schedule), and C-1 (Time Schedule).

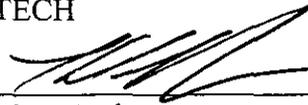
7. The Parties agree that this First Amendment to the Agreement represents the entire understanding of the Consultant and the City and affects only those paragraphs referred to, and all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to the *State Route 15 Bikeway PS&E* is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Resolution No. R-_____, authorizing such execution, and by Consultant.

THE CITY OF SAN DIEGO

By _____
W. Downs Prior
Principal Contract Specialist

TETRA TECH

By: 
Kekoa Anderson
Divisional Vice President

Date: 7/5/07

I HEREBY APPROVE the form and legality of the foregoing Amendment on this _____ day of _____, 2007.

MICHAEL AGUIRRE, City Attorney

By: _____
Peter Mesich
Deputy City Attorney

Exhibit "A-1"**SR-15 Bikeway Widening****SCOPE OF SERVICES****Task 1 Project Management/Coordination/Meetings**

Tetra Tech will continue to manage this phase of the project with responsibility for the overall work effort. This task includes project management and administration; meetings; quality control/quality assurance; agency and utility coordination; scheduling; budgeting; progress reporting; and invoicing. This scope of work assumes four (4) additional meetings with the City to complete the project.

Task 2 Authorized Amendment

Due to uncertainties in funding for this project in the immediate future, Tetra Tech was requested to stop working on this project on June 20, 2005. Prior to that date we were directed by an authorized amendment dated August 3, 2004. The authorized amendment included scope to provide additional administration and meetings, geometric revision and retaining walls. Tetra Tech was in the process of completing the plans, specifications and estimate for the 95% submittal. The project limits extended from Landis Street to Adams Avenue within the City's right-of-way and from Adams Avenue to Camino del Rio South within Caltran's right-of-way.

In addition, our subconsultants, P&D Consultants and Estrada Land Planning completed work items outlined in the original scope of services and the authorized amendment, with the exception of the visual quality assessment and the archaeological reconnaissance. From the original scope, P&D have submitted the Initial Study, Biological Reconnaissance, Gnatcatcher surveys and attended meetings. The City authorized for P&D to provide additional services to prepare the Jurisdictional Delineation and Archaeological Reconnaissance. P&D completed the work associated with the Jurisdictional Delineation but have not completed the Archaeological Reconnaissance (budgeted amount of \$1800.00).

Our past invoices for the above tasks, dated May 27, 2005 and July 14, 2005, for the total amount of \$11,906.72, remain outstanding. Per the request of Mr. Jacob, this amount is included in our proposed fee table to complete the project.

Task 3 95% Plans, Specifications and Estimate**A. Bikeway from Landis Street to Adams Avenue**

Per our discussion with Mr. Jacob, Caltrans has decided to place a hold on the plans for the bikeway adjacent to SR-15 because Caltrans may plan to include an HOV lane along SR-15. Therefore, the project limits have been revised to extend only within the City's right-of-way from Landis Street to Adams Avenue.

Central Avenue, between El Cajon and Meade Avenue, is a one-way street. Tetra Tech proposes to route the bikeway from Central Avenue to the east on El Cajon, north along Marlborough Street and west on Mead Street back to Central Avenue. Since this area is not within the existing

mapping limits, Tetra Tech will include a schematic street diagram to locate proposed bike route signs.

Tetra Tech will complete the plans for the bikeway within the City based. The plans will include the following sheets:

- Title Sheet
- Typical Sections
- Bikeway Plans*
- Construction Details
- Storm Drain Modification Plan & Profile
- Traffic Control Plans

*The Bikeway Plans will include information for signing and striping.

This task assumes that as the bikeway approaches Adams Avenue; the bikeway will terminate at the cul-de-sac on Terrace Drive immediately south of the existing parking lot at the southeast quadrant of the Adams Street/SR-15 northbound on and off ramps intersection.

The specifications for this project will conform to the requirements of the Standard Specifications for Public Works Construction, 2006 Edition, City of San Diego and Caltrans Standard Specifications. Tetra Tech will furnish modifications and additions to the General Provisions and prepare the special provisions for the bid items. Special provisions will be provided for the items, details, materials, procedures and other conditions not adequately covered by the Standard Specifications for Public Works Construction, City of San Diego or Caltrans Specifications.

Tetra Tech will prepare a preliminary estimate of probable construction costs for the project that will include a proposed bid item list, estimated quantity and line item cost estimates for the improvements.

Tetra Tech will submit ten (10) copies each of full size plans, specifications and probable construction cost estimate for the City's review.

Task 4 100% Plans, Specifications and Estimate

A. Bikeway from Landis Street to Adams Avenue

After incorporating the 95% plan check comments, the plans, specifications and probable construction cost estimate will be prepared at the 100% stage of completion and submitted to the City for review and approval. Ten (10) copies of full size plans, specifications and probable construction cost estimate will be submitted for the City's review.

Upon approval of the bid documents, Tetra Tech will submit to the City one (1) set of Mylars of the plans and a sealed, original hard copy of the technical specifications.

EXHIBIT "B-1"

FEE PROPOSAL TABLE

SR-15 Bikeway

PREPARED BY: Tetra Tech, Inc.

DATE: May 8, 2006

000825

TASK	DESCRIPTION	ESTIMATED LABOR HOURS PER CLASSIFICATION										TOTAL COST	REMARKS		
		PROJ MGR	PROJ ENGR	DESIGN ENGR	CAD OPER	WORD PROC	SURVEY COORD	2-PER SURV CREW	TOTAL LABOR HOURS	TOTAL LABOR COSTS	DIRECT COSTS				
	(2006 Hourly Rates)	\$173	\$135	\$110	\$95	\$65	\$110	\$205							
1	Project Management/Coordination/Meetings	8	24			24				56	\$6,184	* \$500	\$6,684	* Reproduction/Direct Cost	
2	Authorized Amendment									0	\$0	\$11,907	\$11,907	* Total Past Invoice Amount	
3	95% PS&E									0	\$0	* \$2,000	\$2,000	* Reproduction/Direct Cost	
a	Bikeway from Landis Street to Adams Avenue	2	24	60	60	16				162	\$16,926	*	\$16,926		
4	100% PS&E									0	\$0	* \$2,500	\$2,500	* Reproduction/Direct Cost	
a	Bikeway from Landis Street to Adams Avenue	2	16	40	60	12				130	\$13,386		\$13,386		
ESTIMATED TOTAL LABOR HOURS		22	140	276	272	112	0	0	348	\$36,496	\$16,907	\$53,403			
ESTIMATED TOTAL COST											\$53,403				

SR-15 BIKEWAY
City of San Diego

EXHIBIT "C-1"

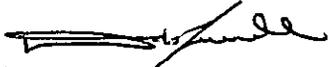
ID	Task	Dur	Start	Finish	2008											
					Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
0	P02035-0011-00 CITY OF SAN DIEGO (SR-15 BIKEWAY)	175d	Mon 12/3/07	Fri 8/1/08	12/3	[Gantt bar from 12/3 to 8/1]										
1	Notice to Proceed	0d	Mon 12/3/07	Mon 12/3/07	12/3	[Milestone diamond at 12/3]										
2	Administration/Coordination/Meetings	175d	Mon 12/3/07	Fri 8/1/08	12/3	[Gantt bar from 12/3 to 8/1]										
3	95% Plans Specifications and Estimate	75d	Mon 12/3/07	Fri 3/14/08	12/3	[Gantt bar from 12/3 to 3/14]										
4	Prepare 95% Plans	50d	Mon 12/3/07	Fri 2/8/08	12/3	[Gantt bar from 12/3 to 2/8]										
5	Prepare 95% Specifications	20d	Mon 1/14/08	Fri 2/8/08		[Gantt bar from 1/14 to 2/8]										
6	Prepare 95% Probable Construction Cost Estimate	15d	Mon 1/21/08	Fri 2/8/08		[Gantt bar from 1/21 to 2/8]										
7	Submit 95% PS&E	0d	Fri 2/8/08	Fri 2/8/08		[Milestone diamond at 2/8]										
8	Agency Review 95% PS&E	25d	Mon 2/11/08	Fri 3/14/08		[Hatched Gantt bar from 2/11 to 3/14]										
9	Final PS&E Package (100% Submittal)	45d	Mon 3/17/08	Fri 5/16/08		[Gantt bar from 3/17 to 5/16]										
10	Incorporate Comments	25d	Mon 3/17/08	Fri 4/18/08		[Gantt bar from 3/17 to 4/18]										
11	Submit Final PS&E Package (100%)	0d	Fri 4/18/08	Fri 4/18/08		[Milestone diamond at 4/18]										
12	Agency Review 100% PS&E	20d	Mon 4/21/08	Fri 5/16/08		[Hatched Gantt bar from 4/21 to 5/16]										
13	City Approve 100% Plans	0d	Fri 5/16/08	Fri 5/16/08		[Milestone diamond at 5/16]										
14	City Advertise/Bid/Award	40d	Mon 6/9/08	Fri 8/1/08		[Gantt bar from 6/9 to 8/1]										
15	Begin Construction	0d	Fri 8/1/08	Fri 8/1/08		[Milestone diamond at 8/1]										

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

Bikeway alternative alignments and design elements have been presented to local community groups and the San Diego County Bicycle Coalition several times for feedback.

STAKEHOLDERS:

Tetra Tech, Inc.



Patti Boekamp, Director
Engineering and Capital Projects



Richard Haas
Deputy Chief Public Works

ORDINANCE NUMBER O-_____ (NEW SERIES)

DATE OF FINAL PASSAGE _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING A FIRST AMENDMENT TO THE AGREEMENT WITH TETRA TECH, INC. FOR THE STATE ROUTE 15 BIKEWAY PROJECT IN THE MID-CITY COMMUNITY PLAN AREA.

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

Section 1. That the Mayor be and he is hereby authorized and empowered to execute, for and on behalf of said City, an Agreement with Tetra Tech, Inc. [Agreement], for consultant services contract for preliminary engineering for CIP No. 58-127.0, State Route 15 Bikeway, in amount not to exceed \$53,403.00 under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR _____.

Section 2. That the expenditure of an amount not to exceed \$53,403.00 from CIP No. 58-127.0, State Route 15 Bikeway, Fund No. 30301, TransNet Bikeway, is authorized for the purpose of executing the First Amendment to the Agreement for the above referenced Project.

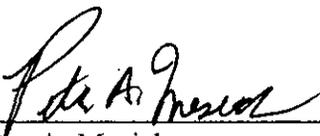
Section 3. That the City Auditor and Comptroller, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves.

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

Section 5. That this ordinance, 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 passage.

Section 6. That this activity is not a "project" and is therefore exempt from CEQA pursuant to State CEQA Guidelines Sections 15060(c)(3).

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By 
Peter A. Mesich
Deputy City Attorney

PAM:cfq
10/28/07
Or.Dept:E&CP
O-O-2008-62

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

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor