

000479

DOCKET SUPPORTING INFORMATION

CITY OF SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:

104
07/29

May 19, 2008

SUBJECT: Interstate 5/Sorrento Valley Road Interchange – Consultant Agreement with Boyle Engineering Corporation

GENERAL CONTRACT INFORMATION

Recommended Consultant: Boyle Engineering, Inc.
 Amount of this Action: \$ 2,996,750
 Funding Source: City
 Goal: 15% Voluntary

SUBCONSULTANT PARTICIPATION**This Action**

Wilson & Company, Inc. (Other)	\$ 233,207	7.78%
T. Y. Lin International (Other)	\$ 159,103	5.31%
Hon Consulting, Inc. (White Female/DBE)	\$ 102,000	3.40%
Scientific Resources Associates (Other)	\$ 33,000	1.10%
Aguirre & Associates (Hispanic Male/DBE)	\$ 74,260	2.48%
Katz & Associates (Other)	\$ 34,940	1.17%
Value Management Strategies, Inc (Other)	\$ 40,527	1.35%
Ninyo & Moore (Other)	\$ 47,880	1.60%
Garbini & Garbini (White Female/DBE)	\$ 67,563	2.25%
Helix Environmental Planning, Inc. (Other)	\$ 583,337	19.47%
Tierra Environmental Planning, Inc. (Other)	\$ 211,266	7.05%
CIC Research (Asian Pacific Male/DBE)	\$ 26,481	0.88%
Hatch Mott MacDonald (Other)	\$ 36,260	1.21%
Total Certified Participation	\$ 270,304	9.02%
Total Other Participation	\$ 1,379,520	46.03%
Total Participation	\$ 1,649,824	55.05%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Boyle Engineering submitted a Work Force Report for their San Diego office dated February 8, 2008. The firm's Administrative workforce consists of 52 employees and reflects under representations as shown below:

Hispanic – Technical, Administrative Support
 Females – Professional, Technical
 Filipino – Professional, Technical

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Boyle Engineering has an approved Equal Opportunity Plan on file which details strategies to remedy deficiencies in their workforce. Staff will continue to monitor their efforts in this area.

ADDITIONAL COMMENTS

The *Work Force Analysis* is attached.



Beryl Rayford
EOC Program Manager by:AMJ

File: Admin WOFO 2000

Date WOFO Submitted: 2/8/2008
Input by: kh

Goals reflect statistical labor force availability for the following: 2000 CLFA
San Diego, CA

City of San Diego/Equal Opportunity Contracting
WORK FORCE ANALYSIS REPORT

FOR
Company: Boyle Engineering Corporation

I. TOTAL WORK FORCE:

	Black		Hispanic		Asian		American Indian		Filipino		White		Other	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt & Financial	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professional	1	0	3	0	2	3	0	0	0	0	19	3	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	1	2	1	0	0	1	0	8	1	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	0	0	0	0	0	0	0	0	0	6	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	1	0	3	1	4	4	0	0	1	0	28	10	0	0

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section I (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		
ALL	M	F
1	1	0
31	25	6
0	0	0
14	11	3
0	0	0
6	0	6
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
TOTAL	52	37

Female Goals
39.6%
59.5%
22.3%
49.0%
49.4%
73.2%
62.3%
8.6%
36.7%
15.2%
11.1%

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

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

II. EMPLOYMENT ANALYSIS

	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	0.03	0	N/A	0.12	0	N/A	0.06	0	N/A	0.00	0	N/A	0.06	0	N/A	0.40	0	N/A
Professional	1.24	1	N/A	3.91	3	N/A	2.02	5	2.99	0.16	0	N/A	2.02	0	(2.02)	18.45	6	(12.45)
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	0.92	0	N/A	2.07	1	(1.07)	2.41	3	N/A	0.08	0	N/A	2.41	1	(1.41)	6.88	3	(3.86)
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	0.42	0	N/A	1.25	0	(1.25)	0.53	0	N/A	0.04	0	N/A	0.53	0	N/A	4.39	6	1.61
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	0.00	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
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.

City of San Diego – I-5/Sorrento Valley Road Project Report and Environmental Document Exhibit A – Scope of Services March 2008

Introduction

The City of San Diego (City) has requested professional engineering services from Boyle Engineering Corporation (Boyle) to prepare a Project Report (PR) and Environmental Document (ED) for the proposed Interstate 5 (I-5)/Sorrento Valley Road Interchange Improvements Project (Project). This Scope of Services was based upon discussions with City, Caltrans and SANDAG staff and other consultants working on nearby projects.

In completing the Project Report, improvements to the existing interchange configuration and the relocation of the existing Coaster Station are to be considered. Some of the objectives include removal of the at grade rail crossing, minimizing impacts to property and the Coaster Station, and general improvements to the existing traffic operations through changes to roadway geometrics, lane configurations and intersection signalization. The limits of the Project are shown on Figure 1.

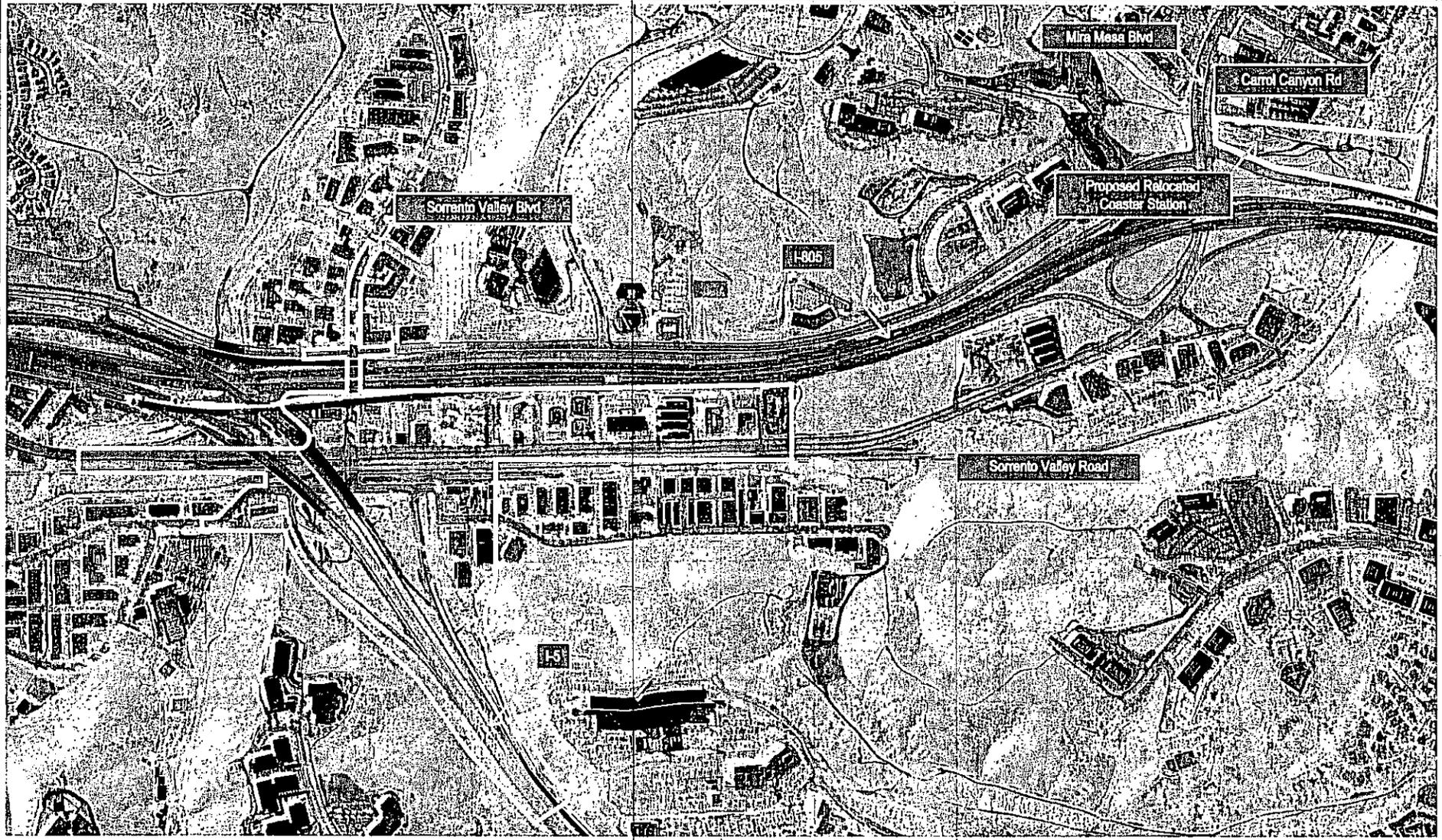
The Environmental Document will assess the impacts of the various alternatives developed in the PR and assist in determining the preferred alternative. Additionally, a community outreach component will be provided to inform the public and various stakeholders of the proposed alternatives and to gather feedback for consideration in determining the preferred alternative.

Tasks listed below are assumed to be lump sum unless otherwise indicated. Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated herein. However, if the actual total effort required is different from the assumptions presented herein, both the City and Boyle agree to revise the scope and fee accordingly.

Our Scope of Services is organized into the following main tasks (i.e. milestones).

- Task 100.10 – Project Management – PA & ED Component
- Task 160.05 – Review and Update Project Information
- Task 160.10 – Perform Engineering Studies
- Task 160.15 – Prepare Draft Project Report
- Task 160.20 – Project Control Surveys, Mapping & Initial Land Net Mapping for PR
- Task 160.30 – Develop Environmental Study Request (ESR)
- Task 165.05 – Perform Environmental Scoping and Select Alternatives for Study
- Task 165.10 – Perform General Environmental Studies
- Task 165.15 – Perform Biological Studies
- Task 165.20 – Perform Cultural Resources Studies
- Task 165.25 – Prepare and Approve Draft Environmental Document (DED)
- Task 175.05 – Circulate DED
- Task 175.10 – Prepare for and Hold Public Hearing

H:\SO\CA\2007\0-Contract\2007 Submittal\Exhibits\Figure 1 - Proposed APE.dwg, Layout1, 4/5/2008 11:06:19 AM, Muehsberger, Boyle



Proposed APE

I-5/Sorrento Valley Road Interchange
Project Limits
Figure 1

COMPENSATION AND FEE SCHEDULE

Compensation for the professional services described in Exhibit A shall be made on a Lump Sum basis with partial payment being due for any portions of the work completed during the billing period. Labor costs, subconsultant fees, and all other direct costs will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. Invoices shall be formatted to include the percentage of completion and corresponding billing amount for each of the phases of work described as follows:

PHASE NUMBER AND DESCRIPTION	INCLUDED TASKS	PHASE AMOUNT
0001 – Project Management	100.10.05 – 100.10.10	\$481,141
0002 – Review & Update Project Information	160.05.05 – 160.05.35	\$117,978
0003 – Perform Engineering Studies	160.10.10 – 160.10.95	\$822,367
0004 – Prepare Draft Project Report	160.15.05 – 160.15.25	\$225,390
0005 – Project Control Surveys, Mapping, & Initial Land Net Mapping for PR	160.20.10 – 165.20.35	\$101,929
0006 – Perform Environmental Scoping & Select Alternatives for Study	160.30.00 – 165.05.20	\$68,094
0007 - Perform Environmental Studies	165.10.15 – 165.20.00	\$492,515
0008 – Prepare, Approve, & Circulate Draft ED	165.25.05 – 175.20.00	\$479,797
0009 – Final Project Report	180.05.05 – 180.05.10	\$84,012
0010 – Final ED & Complete Environmental Compliance	180.10.10 – 180.15.20	\$123,527
Total Fee		\$2,996,750

The above amounts for each phase include labor, materials, subconsultant fees, and all other direct costs. The attached detailed fee schedule is attached for reference only and is solely for the purpose of establishing the percentage complete for the above phases on each invoice.

Exhibit B - Compensation and Fee Schedule

I-5 / Sorrento Valley Road
 Project Report / Environmental Document
 SD-S04-430-00

City of San Diego
 PM: Frank Gaines

000489

Task Description	Personnel Hours											Budget				
	Managing Eng. (CF)	Principal Eng. (RL)	Senior Planner (BB)	Associate Eng. (KH)	Assistant Eng. (AF)	Design Super. (JM)	Senior Designer (GE)	Designer/CADD (MR)	Clerical (VG)	Accounting (SB)	Total Hours	Labor	Sub-Consultants	Boyle ODC	Total Non-Labor	Total
100.10.05 – PA & ED Component Initiation and Planning																
A. Hold Initial Coordination and Kick-off Meetings	4	4		8				1		17	\$ 2,642	\$ 616		\$ 616	\$ 3,258	
B. Gather and Review Available Data		2	30	12	40			2		86	\$ 8,871	\$ -		\$ -	\$ 8,871	
C. Load, Check, and Plot Digital Files		4		4				1		39	\$ 4,604	\$ -		\$ -	\$ 4,604	
D. Prepare Project Base Map		1		4				1		71	\$ 7,174	\$ -		\$ -	\$ 7,174	
D.1 Prepare Project Base Map for the Coaster Station Relocation		1		4				1		71	\$ 7,174	\$ -		\$ -	\$ 7,174	
E. Develop Project Development Team (PDT) Roster				2				1		3	\$ 302	\$ -		\$ -	\$ 302	
F. Develop/Maintain Project Website for Exchange of Data				30				45		115	\$ 10,974	\$ -		\$ -	\$ 10,974	
G. Develop Detailed Schedule of PA & ED Activities		2	20	2				1		25	\$ 3,052	\$ -		\$ -	\$ 3,052	
H. Prepare Quality Management Plan	2	8		2				2		14	\$ 2,335	\$ -		\$ -	\$ 2,335	
I. Develop and Maintain Risk Management Plan	8	40		2				4		54	\$ 9,892	\$ -		\$ -	\$ 9,892	
Subtotal	14	62	50	70	40		110	90	59	495	\$ 57,020	\$ 616	\$ -	\$ 616	\$ 57,636	
100.10.10 – PA & ED Component Execution and Control (T&M)																
A. Attend Regular PDT Meetings (Assume 36 Meetings)	30	144		200				30		404	\$ 59,508	\$ 13,290		\$ 13,290	\$ 72,798	
B. Attend Monthly I-5/Genesee PDT Meetings (Assume 30 Meetings)	16	30		30				5		81	\$ 13,076	\$ -		\$ -	\$ 13,076	
C. Attend Monthly I-5 North Coast Meetings (Assume 10 Meetings)	6	15		15				5		41	\$ 6,271	\$ -		\$ -	\$ 6,271	
D. Attend Biweekly Coord. Meetings with City Staff (Assume 50 Meetings)	20	50		100				10		180	\$ 26,306	\$ -		\$ -	\$ 26,306	
E. Attend Other Agency Coordination Meetings as Requested by City	16	80		40				20		156	\$ 24,814	\$ -		\$ -	\$ 24,814	
F. Attend Other Meetings as Requested by City (Property Owners, etc.)	14	40		40				10		104	\$ 16,060	\$ -		\$ -	\$ 16,060	
G. Update and Maintain Project Schedule (5 Major Updates)		10	40	10				10		70	\$ 8,496	\$ -		\$ -	\$ 8,496	
H. Conduct Project Mgmt. (Invoicing, Filing, etc.)		120		110				240		470	\$ 52,093	\$ 138,455		\$ 138,455	\$ 190,548	
I. Management of Sub Consultants	20	50		90				360		520	\$ 56,345	\$ -		\$ -	\$ 56,345	
Subtotal	122	539	40	635				330	360	2,026	\$ 262,969	\$ 151,745	\$ -	\$ 151,745	\$ 414,714	
160.05.05 – Review Approved PID																
A. Review PSR and Evaluate Alternatives Recommended for Further Study	3	4		12				1		20	\$ 2,892	\$ 13,705		\$ 13,705	\$ 16,597	
B. Prepare Assessment (Letter Report) of up to Seven PSR Alternatives	3	4		12	4			1		24	\$ 3,232	\$ 7,699		\$ 7,699	\$ 10,931	
Subtotal	6	8		24	4			2		44	\$ 6,124	\$ 21,404	\$ -	\$ 21,404	\$ 27,528	
160.05.10 – Review Geotechnical Information																
A. Review Prior Geotechnical Studies and Landslide Evaluation		2		8				1		11	\$ 1,387	\$ 3,836		\$ 3,836	\$ 5,223	
B. Incorporate Geologic Hazards into the Project Base Map		2		4			10	1		17	\$ 2,020	\$ -		\$ -	\$ 2,020	
Subtotal		4		12			10	2		28	\$ 3,407	\$ 3,836	\$ -	\$ 3,836	\$ 7,243	
160.05.20 – Review Traffic Data and Forecasts																
A. Review Traffic Data and Develop Baseline Assumption		1		2						3	\$ 425	\$ 3,339		\$ 3,339	\$ 3,764	
Subtotal		1		2						3	\$ 425	\$ 3,339	\$ -	\$ 3,339	\$ 3,764	
160.05.25 – Review Geometrics																
A. Develop Preliminary Layouts of Two New Project Alternatives	2	8		30	14		40	20	2	116	\$ 13,093	\$ -		\$ -	\$ 13,093	
A.1 Preliminary Layout of the Coaster Station Relocation Alternative	2	8		20	6		30	15	2	83	\$ 9,670	\$ -		\$ -	\$ 9,670	
B. Prepare Assessment (Letter Report) of New Alternatives	2	4		16	6			2		30	\$ 3,719	\$ -		\$ -	\$ 3,719	
C. Prepare Decision Matrix of Alts.	2	4		12	4			2		24	\$ 3,081	\$ -		\$ -	\$ 3,081	
D. Hold PDT Workshop to Agree on Four Alts. for Further Study	2	12		16			8	4	2	44	\$ 5,996	\$ 2,170		\$ 2,170	\$ 8,166	
Subtotal	10	36		94	30		78	39	10	297	\$ 35,559	\$ 2,170	\$ -	\$ 2,170	\$ 37,729	

Exhibit B - Compensation and Fee Schedule

I-5 / Sorrento Valley Road
 Project Report / Environmental Document
 SD-S04-430-00

City of San Diego
 PM: Frank Gaines

000490

Task Description	Personnel Hours											Budget				
	Managing Eng. (CF)	Principal Eng. (RL)	Senior Planner (BB)	Associate Eng. (KH)	Assistant Eng. (AF)	Design Super. (JM)	Senior Designer (GE)	Designer/CADD (MR)	Clerical (VC)	Accounting (SB)	Total Hours	Labor	Sub-Consultants	Boyle ODC	Total Non-Labor	Total
160.05.30 – Review Project Scope																
A. Complete Field Reconnaissance and Prepare Photographic Log		2		8	4		3	3	1		21	\$ 2,339	\$ 8,400		\$ 8,400	\$ 10,739
A.1 Complete Field Reconnaissance and Prepare Photographic Log for the Coaster Station Relocation		2		6	4		3	3	1		19	\$ 2,105	\$ -		\$ -	\$ 2,105
B. Arrange, Attend and Document Caltrans Field Review		2		6					1		9	\$ 1,152	\$ -		\$ -	\$ 1,152
B.1 Arrange, Attend and Document Caltrans Field Review for the Coaster Station Relocation		2		4					1		7	\$ 918	\$ -		\$ -	\$ 918
C. Review and Update Project Description, Purpose and Need		2		4					1		7	\$ 918	\$ 616		\$ 616	\$ 1,534
D. Prepare Preliminary APE Map		1		2			6		1		10	\$ 1,154	\$ 2,170		\$ 2,170	\$ 3,324
D.1 Prepare Preliminary APE Map for the Coaster Station Relocation		1		2			6		1		10	\$ 1,154	\$ -		\$ -	\$ 1,154
Subtotal		12		32	8		18	6	7		83	\$ 9,740	\$ 11,186	\$ -	\$ 11,186	\$ 20,926
160.05.35 – Review Project Cost Estimates																
A. Review and Update PSR Cost Estimates		2		16	8				2		28	\$ 3,070	\$ -		\$ -	\$ 3,070
B. Prepare "Ballpark" Estimates for One New Project Alternative	1	4		16	8				4		33	\$ 3,807	\$ -		\$ -	\$ 3,807
B.1 Prepare "Ballpark" Estimates for the Coaster Station Relocation	1	4		16	8				4		33	\$ 3,807	\$ -		\$ -	\$ 3,807
Subtotal	2	10		48	24				10		94	\$ 10,684	\$ -	\$ -	\$ -	\$ 10,684
160.10.10 – Prepare Traffic Forecasts/Modeling																
A-F. Prepare Existing / 2030 No Build Traffic Report		4		10					1		15	\$ 2,003	\$ 35,574		\$ 35,574	\$ 37,577
A.1-D.1 Prepare Existing Traffic Data for the Coaster Station Relocation		4		6					1		11	\$ 1,534	\$ 4,500		\$ 4,500	\$ 6,034
G. Coordinate with Agencies for Consensus on Traffic Volume		10		12							22	\$ 3,315	\$ -		\$ -	\$ 3,315
Subtotal		18		28					2		48	\$ 6,852	\$ 40,074	\$ -	\$ 40,074	\$ 46,926
160.10.15 – Prepare Geometric Plans for Project Alternatives																
A. Develop Geometric Plans at 1:500 Metric Scale for Three Alts.	4	16		30	15		80	150	2		297	\$ 31,808	\$ -		\$ -	\$ 31,808
A.1 Develop Geometric Plan at 1:500 Scale for the Coaster Station Relocation	4	6		10	5		30	40			95	\$ 10,691	\$ -		\$ -	\$ 10,691
B. Create Grading Model of PR Alternatives	2	4		40	20		40	120			226	\$ 23,305	\$ -		\$ -	\$ 23,305
B.1 Create Grading Model for the Coaster Station Relocation	2	2		20	10		20	60			114	\$ 11,871	\$ -		\$ -	\$ 11,871
C. Analyze Construction Staging Requirements	2	8		16							26	\$ 3,838	\$ -		\$ -	\$ 3,838
C.1 Analyze Construction Staging Requirements for the Coaster Station	2	6		4							12	\$ 2,051	\$ -		\$ -	\$ 2,051
D. Update Area of Potential Effect	2	6		2			4		1		15	\$ 2,325	\$ 1,830		\$ 1,830	\$ 4,155
D.1 Update the Area of Potential Effect for the Coaster Station Relocation	2	4		2			4		1		13	\$ 1,943	\$ 830		\$ 830	\$ 2,773
E. Geometric Review Meeting	6	8		8			2	2	1		27	\$ 4,252	\$ -		\$ -	\$ 4,252
F. Revise Geometrics	2	4		16			40	70	1		133	\$ 14,149	\$ -		\$ -	\$ 14,149
Subtotal	28	64		148	50		220	442	6		958	\$ 106,233	\$ 2,660	\$ -	\$ 2,660	\$ 108,893
160.10.20 – Perform Value Analysis																
A. Complete Value Metrics Study and Prepare Report	16	16		16	8			8	4		68	\$ 10,129	\$ 40,185		\$ 40,185	\$ 50,314
Subtotal	16	16		16	8			8	4		68	\$ 10,129	\$ 40,185	\$ -	\$ 40,185	\$ 50,314

Exhibit B - Compensation and Fee Schedule

I-5 / Sorrento Valley Road
 Project Report / Environmental Document
 SD-S04-430-00

City of San Diego
 PM: Frank Gaines

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Task Description	Personnel Hours											Budget				
	Managing Eng. (CF)	Principal Eng. (RL)	Senior Planner (BB)	Associate Eng. (KF)	Assistant Eng. (AF)	Design Super. (JM)	Senior Designer (GE)	Designer/CADD (MR)	Clerical (VG)	Accounting (SB)	Total Hours	Labor	Sub-Consultants	Boyle ODC	Total Non-Labor	Total
160.10.25 – Perform Hydraulics / Hydrology Study																
A. Conduct Hydrology for Existing Interchange and Tributary Areas		4		24	44			20	1		93	\$ 9,263	\$ -		\$ -	\$ 9,263
A.1 Conduct Hydrology for Existing Coaster Station Relocation Tributary Areas		4		24	32			20			80	\$ 8,177	\$ -		\$ -	\$ 8,177
B. Evaluate Existing and Planned Drainage Systems and Submit Study	2	4		50	84			20	4		164	\$ 16,344	\$ -		\$ -	\$ 16,344
B.1 Evaluate Existing and Planned Drainage Systems for the Coaster Station Relocation and Submit Study	2	4		50	84			20			160	\$ 16,073	\$ -		\$ -	\$ 16,073
C. Revise Hydraulics/Hydrology Study		5		20	28			4	2		59	\$ 6,187	\$ -		\$ -	\$ 6,187
Subtotal	4	21		168	272			84	7		556	\$ 56,044	\$ -	\$ -	\$ -	\$ 56,044
160.10.30 – Develop Highway Planting Design Concepts																
A. Identify Environmental and Planting Requirements		2		4					1		7	\$ 918	\$ 3,142		\$ 3,142	\$ 4,060
B. Prepare/Submit Highway Planting Design Concepts Maps		2		14					1		17	\$ 2,089	\$ 25,322		\$ 25,322	\$ 27,411
B.1 Prepare/Submit Coaster Station Relocation Planting Design Concept Maps		2		4					1		7	\$ 918	\$ 8,441		\$ 8,441	\$ 9,359
C. Revise the Design Concepts Maps		2		4					1		7	\$ 918	\$ 2,688		\$ 2,688	\$ 3,606
D. Prepare Detailed Landscape Design for 2 Alternatives		4		8					2		14	\$ 1,836	\$ 19,450		\$ 19,450	\$ 21,286
Subtotal		12		34					6		52	\$ 6,679	\$ 59,043	\$ -	\$ 59,043	\$ 65,722
160.10.35 – Perform Traffic Operational Analysis																
A-E. Complete VISSIM Analysis (2 Alternatives)		4		10							14	\$ 1,935	\$ 23,388		\$ 23,388	\$ 25,323
A.1-E.1 Complete VISSIM Analysis for the Coaster Station Relocation		2		8							10	\$ 1,319	\$ 4,500		\$ 4,500	\$ 5,819
Subtotal		6		18							24	\$ 3,254	\$ 27,888	\$ -	\$ 27,888	\$ 31,142
160.10.40 – Review and Update Right of Way Data Sheet																
A. Prepare R/W Exhibit Maps and R/W Data Sheets		4		16		60				10	90	\$ 11,370	\$ -		\$ -	\$ 11,370
A.1 Prepare R/W Exhibit Map and R/W Data Sheet for the Coaster Station Relocation		4		8		36				6	54	\$ 6,940	\$ -		\$ -	\$ 6,940
Subtotal		8		24		96				16	144	\$ 18,310	\$ -	\$ -	\$ -	\$ 18,310
160.10.45 – Re-assess Utility Impacts																
A. Plot Existing Utilities		1	16	8				90	1		116	\$ 11,578	\$ -		\$ -	\$ 11,578
A. Plot Existing Utilities in the vicinity of the Coaster Station Relocation Area		1	16	8				90	1		116	\$ 11,578	\$ -		\$ -	\$ 11,578
B. Send Maps to Utility Companies for Verification		1	4	4					2		11	\$ 1,269	\$ -		\$ -	\$ 1,269
B.1 Send Maps to Utility Companies for Verification for the Coaster Station Relocation Area		1	4	4					2		11	\$ 1,269	\$ -		\$ -	\$ 1,269
C. Prepare Utility Exhibit Maps and Utility Data Sheets		2	40	20	8			60	1		131	\$ 13,866	\$ -		\$ -	\$ 13,866
C.1 Prepare Utility Exhibit Maps and Utility Data Sheets for the Coaster Station Relocation Area		2	40	20	8			60	1		131	\$ 13,866	\$ -		\$ -	\$ 13,866
Subtotal		8	120	64	16			300	8		516	\$ 53,426	\$ -	\$ -	\$ -	\$ 53,426
160.10.50 – Perform Railroad Study																
A. Evaluate Railway Impacts		6	16	12				4	2	1	41	\$ 5,142	\$ 5,280		\$ 5,280	\$ 10,422
B. Prepare/Submit Railroad Report	2	4	8	8				2	2	1	27	\$ 3,562	\$ 2,800		\$ 2,800	\$ 6,362
C. Revise the Railroad Report		2	6	4					2	1	15	\$ 1,817	\$ 4,960		\$ 4,960	\$ 6,777
Subtotal	2	12	30	24				6	6	3	83	\$ 10,521	\$ 13,040	\$ -	\$ 13,040	\$ 23,561

Exhibit B - Compensation and Fee Schedule

I-5 / Sorrento Valley Road
 Project Report / Environmental Document
 SD-S04-430-00

City of San Diego
 PM: Frank Gaines

000492

Task Description	Personnel Hours										Budget					
	Managing Eng. (CF)	Principal Eng. (RL)	Senior Planner (BB)	Associate Eng. (KCH)	Assistant Eng. (AF)	Design Super. (JMF)	Senior Designer (GE)	Designer/CADD (MR)	Clerical (VG)	Accounting (SB)	Total Hours	Labor	Sub-Consultants	Boyle ODC	Total Non-Labor	Total
160.10.55 – Perform Multi-Modal Study																
A. Review Alternative Transportation Modes and Improvements		6	16	12			2		2		38	\$ 4,801	\$ -		\$ -	\$ 4,801
A.1 Review Alternative Transportation Modes and Improvements for the Coaster Station Relocation Area		4	12	8			2		2		28	\$ 3,477	\$ -		\$ -	\$ 3,477
B. Prepare/Submit Multi-Modal Report	2	2	8	6			4	4	2		28	\$ 3,422	\$ -		\$ -	\$ 3,422
C. Revise Multi-Modal Report		2	4	6			2	2	1		17	\$ 2,035	\$ -		\$ -	\$ 2,035
Subtotal	2	14	40	32			10	6	7		111	\$ 13,735	\$ -	\$ -	\$ -	\$ 13,735
160.10.70 – Perform Traffic Studies																
A-O. Complete Detailed Traffic Studies for PR (3 Alternatives)		8		14			20	20	2		64	\$ 7,392	\$ 101,534		\$ 101,534	\$ 108,926
A.1-O.1 Complete Detailed Traffic Studies for the Coaster Station Relocation		4		10			20	20	2		56	\$ 6,159	\$ 20,172		\$ 20,172	\$ 26,331
Subtotal		12		24			40	40	4		120	\$ 13,551	\$ 121,706	\$ -	\$ 121,706	\$ 135,257
160.10.80 – Perform / Update Geotechnical Information																
A. Complete Geological Report (PR)		2		6					1		9	\$ 1,152	\$ 1,918		\$ 1,918	\$ 3,070
A.1 Complete Geological Report (PR) for the Coaster Station Relocation		2		6					1		9	\$ 1,152	\$ 1,918		\$ 1,918	\$ 3,070
Subtotal		4		12					2		18	\$ 2,304	\$ 3,836	\$ -	\$ 3,836	\$ 6,140
160.10.85 – Prepare Structures APS for New Alternatives																
A. Prepare/Submit APS for Significant Structures		4		24			12	16	2		58	\$ 6,541	\$ 80,965		\$ 80,965	\$ 87,506
A.1 Prepare/Submit APS for Coaster Station Significant Structures		4		16			8	12	2		42	\$ 4,786	\$ 23,252		\$ 23,252	\$ 28,038
B. Revise APS Once Based on Agency Comment		4		12			5	3	1		25	\$ 3,070	\$ 13,624		\$ 13,624	\$ 16,694
Subtotal		12		52			25	31	5		125	\$ 14,397	\$ 117,841	\$ -	\$ 117,841	\$ 132,238
160.10.90 – Prepare HOV Report																
A. Identify HOV/Bus Queue Jumper Opportunities		8	12	12			2		1		35	\$ 4,642	\$ -		\$ -	\$ 4,642
B. Prepare/Submit Report Summarizing Opportunities	2	5	8	8			2	4	1		30	\$ 3,941	\$ -		\$ -	\$ 3,941
C. Revise HOV Report			2	4				4	1		11	\$ 1,150	\$ -		\$ -	\$ 1,150
Subtotal	2	13	22	24			4	8	3		76	\$ 9,733	\$ -	\$ -	\$ -	\$ 9,733
160.10.95 – Prepare/Update Preliminary TMP																
A. Prepare/Submit Draft Preliminary TMP	2	10	58	16			8	8	4		106	\$ 12,994	\$ -		\$ -	\$ 12,994
A.1 Prepare/Submit Draft Preliminary TMP for the Coaster Station Relocation	2	10	58	16			8	8	4		106	\$ 12,994	\$ -		\$ -	\$ 12,994
B. Finalize Preliminary TMP		4	20	6			4		2		36	\$ 4,411	\$ -		\$ -	\$ 4,411
Subtotal	4	24	136	38			20	16	10		248	\$ 30,399	\$ -	\$ -	\$ -	\$ 30,399
160.15.05 – Prepare Cost Estimates for Alternatives																
A. Complete/Submit Preliminary Eleven-Page Cost Estimates	4	25		70	55				8		162	\$ 19,057	\$ 5,056		\$ 5,056	\$ 24,113
A.1 Complete/Submit Preliminary Eleven-Page Cost Estimate for the Coaster Station Relocation	2	8		25	20				2		57	\$ 6,726	\$ 1,979		\$ 1,979	\$ 8,705
B. Revise Cost Estimates		10		30	32				4		76	\$ 8,411	\$ -		\$ -	\$ 8,411
Subtotal	6	43		125	107				14		295	\$ 34,194	\$ 7,035	\$ -	\$ 7,035	\$ 41,229

Exhibit B - Compensation and Fee Schedule

I-5 / Sorrento Valley Road
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City of San Diego
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000493

Task Description	Personnel Hours										Budget					
	Managing Eng. (CF)	Principal Eng. (RL)	Senior Planner (BB)	Associate Eng. (KFH)	Assistant Eng. (AF)	Design Super. (JM)	Senior Designer (GE)	Designer/CADD (MR)	Clerical (VG)	Accounting (SB)	Total Hours	Labor	Sub-Consultants	Boyle ODC	Total Non-Labor	Total
160.15.10 – Prepare Fact Sheet for Exceptions to Design Standards																
A. Review DIB 77 & 78 and Coordinate Proposed DEFS with Caltrans		8		32	60				2		102	\$ 10,504	\$ -		\$ -	\$ 10,504
B. Prepare Mandatory DEFS for Preferred Alternative	2	6		16	36			12	4	4	80	\$ 8,483	\$ -		\$ -	\$ 8,483
C. Prepare Advisory DEFS for Preferred Alternative	2	4		16	36			12	4	4	78	\$ 8,101	\$ -		\$ -	\$ 8,101
D. Submit DEFS for Review and Meet to Discuss Comments		4		6	2			2	2	1	17	\$ 2,113	\$ -		\$ -	\$ 2,113
E. Revise DEFS and Resubmit for Final Review		3		16	14			12	4	2	51	\$ 5,470	\$ -		\$ -	\$ 5,470
F. Make Final Changes and Coordinate Signature of DEFS		2		4	8			6	2	1	23	\$ 2,447	\$ -		\$ -	\$ 2,447
Subtotal	4	27	-	90	156	-	-	44	16	14	351	\$ 37,118	\$ -	\$ -	\$ -	\$ 37,118
160.15.20 – Prepare Draft PR																
A. Prepare First Screencheck Draft PR	4	40		180	60			35	40	24	383	\$ 43,940	\$ 3,271		\$ 3,271	\$ 47,211
B. Prepare Second Screencheck Draft PR	4	20		90	40			15	20	12	201	\$ 22,981	\$ -		\$ -	\$ 22,981
C. Complete QC Review of the 2nd Screencheck Draft PR	8	12		8	8			8		2	38	\$ 5,735	\$ -		\$ -	\$ 5,735
D. Assemble and Submit the 2nd Screencheck Draft PR to PD1	4			8	5			6	8	8	31	\$ 3,439	\$ -		\$ -	\$ 3,439
Subtotal	20	72	-	278	113	-	-	64	60	46	653	\$ 76,095	\$ 3,271	\$ -	\$ 3,271	\$ 79,366
160.15.25 – Circulate, Review, & Approve Draft PR																
A. Meet with PDT to Obtain Comments on 2nd Screencheck Draft PR		8		10						2	20	\$ 2,834	\$ 3,271		\$ 3,271	\$ 6,105
B. Finalize/Submit Draft PR	8	20		72	36			16	20	12	184	\$ 21,517	\$ -		\$ -	\$ 21,517
C. Make Final Corrections to Draft PR and Submit for Signature		8		24	24			14	8	8	86	\$ 9,215	\$ -		\$ -	\$ 9,215
Subtotal	8	36	-	106	60	-	-	30	28	22	290	\$ 33,566	\$ 3,271	\$ -	\$ 3,271	\$ 36,837
160.20.10 – Perform Project Control Surveys for PR																
A. Conduct Control Survey and Set Panels for Aerial Mapping		2		2		4	6	4	1		19	\$ 2,259	\$ 6,480		\$ 6,480	\$ 8,739
A.1 Conduct Control Survey and Set Panels for Aerial Mapping for the Area of the Coaster Station Relocation		1		2		4	6	4	1		18	\$ 2,068	\$ 2,560		\$ 2,560	\$ 4,628
B. Conduct Field Surveying for Verification of Utility Location		2		2		4	6	4	1		19	\$ 2,259	\$ 10,550		\$ 10,550	\$ 12,809
Subtotal	-	5	-	6	-	12	18	12	3	-	56	\$ 6,586	\$ 19,590	\$ -	\$ 19,590	\$ 26,176
160.20.20 – Perform Base Photogrammetric Maps and Products for PR																
A. Develop Digital Aerial Photographs and Topographic Mapping				2		4			1		7	\$ 839	\$ 16,500		\$ 16,500	\$ 17,339
A.1 Develop Digital Aerial Photographs and Topographic Mapping for the Area of the Coaster Station Relocation				2		4			1		7	\$ 839	\$ 3,900		\$ 3,900	\$ 4,739
B. Update the 1:500 Metric Scale Base Map with New Topo		1		4		8	12	4			29	\$ 3,432	\$ -		\$ -	\$ 3,432
B.1 Update the Coaster Station Relocation Base Map with the New Topo		1		4		8	12	4			29	\$ 3,432	\$ -		\$ -	\$ 3,432
Subtotal	-	2	-	12	-	24	24	8	2	-	72	\$ 8,542	\$ 20,400	\$ -	\$ 20,400	\$ 28,942
160.20.35 – Perform Preliminary Boundary Determination for PR																
A. Boundary Survey		2		4						1	7	\$ 918	\$ 9,650		\$ 9,650	\$ 10,568
A.1 Boundary Survey for the Coaster Station Relocation Area		2		4						1	7	\$ 918	\$ 4,800		\$ 4,800	\$ 5,718
B. Boundary Mapping		2		6		18			2		28	\$ 3,636	\$ 14,600		\$ 14,600	\$ 18,236
B.1 Boundary Mapping for the Coaster Station Relocation Area		2		6		18			2		28	\$ 3,636	\$ 5,150		\$ 5,150	\$ 8,786
Subtotal	-	8	-	20	-	36	-	-	6	-	70	\$ 9,108	\$ 34,200	\$ -	\$ 34,200	\$ 43,308

Exhibit B - Compensation and Fee Schedule

I-5 / Sorrento Valley Road
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 SD-S04-430-00

City of San Diego
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000494

Task Description	Personnel Hours											Budget				
	Managing Eng. (CF)	Principal Eng. (RL)	Senior Planner (BB)	Associate Eng. (KH)	Assistant Eng. (AF)	Design Super. (JM)	Senior Designer (GE)	Designer/CADD (MR)	Clerical (VG)	Accounting (SB)	Total Hours	Labor	Sub-Consultants	Boyle ODC	Total Non-Labor	Total
160.30.00 – Develop Environmental Study Request (ESR)																
A. Prepare PES		2		6						1	9	\$ 1,152	\$ 9,285		\$ 9,285	\$ 10,437
Subtotal		2		6						1	\$ 1,152	\$ 9,285	\$ -	\$ 9,285	\$ 10,437	
165.05.05 – Review Project Information																
A. Review Prior Environmental Documents and Information		4		16						1	\$ 2,705	\$ 4,060		\$ 4,060	\$ 6,765	
Subtotal		4		16						1	\$ 2,705	\$ 4,060	\$ -	\$ 4,060	\$ 6,765	
165.05.10 – Perform Public and Agency Scoping Process																
A. Legal Notices and Agency Participation Task		4		14						1	\$ 2,471	\$ 19,624		\$ 19,624	\$ 22,095	
Subtotal		4		14						1	\$ 2,471	\$ 19,624	\$ -	\$ 19,624	\$ 22,095	
165.05.15 – Select Alternatives for Further Study																
A. Environmental Support of Alternative Selection	2	2		7							\$ 1,639	\$ 4,860		\$ 4,860	\$ 6,499	
Subtotal	2	2		7							\$ 1,639	\$ 4,860	\$ -	\$ 4,860	\$ 6,499	
165.05.20 – Prepare Maps for Environmental Evaluation																
A. Prepare Environmental Maps		2		4			10	5	2		\$ 2,559	\$ 6,460		\$ 6,460	\$ 9,019	
A.1 Prepare Environmental Map for the Area of the Coaster Station Relocation		1		4			10	5	2		\$ 2,368	\$ 2,153		\$ 2,153	\$ 4,521	
Subtotal		3		8			20	10	4		\$ 4,927	\$ 8,613	\$ -	\$ 8,613	\$ 13,540	
165.10.15 – Perform Community Impact, Land Use, and Growth Studies																
A. Prepare Community Impact Technical Document		2		4			2			1	\$ 1,138	\$ 15,977		\$ 15,977	\$ 17,115	
A.1 Prepare Community Impact Technical Document for the Coaster Station Relocation Area		1		2			2			1	\$ 713	\$ 1,219		\$ 1,219	\$ 1,932	
Subtotal		3		6			4			2	\$ 1,851	\$ 17,196	\$ -	\$ 17,196	\$ 19,047	
165.10.20 – Perform Visual Impact Analysis																
A. Complete Visual Impact Analysis and Report		2		4			1			1	\$ 1,028	\$ 31,641		\$ 31,641	\$ 32,669	
A.1 Complete Visual Analysis and Report for the Coaster Station Relocation		1		3			1			1	\$ 720	\$ 31,641		\$ 31,641	\$ 32,361	
B. Complete Structural Visual Simulations (11 simulations)		1		4			2			1	\$ 948	\$ 9,292		\$ 9,292	\$ 10,240	
Subtotal		4		11			4			3	\$ 2,696	\$ 72,573	\$ -	\$ 72,573	\$ 75,269	
165.10.25 – Perform Noise Study																
A. Prepare Noise Impact Report		2		4						1	\$ 918	\$ 16,779		\$ 16,779	\$ 17,697	
A.1 Prepare Noise Impact Report for the Coaster Station Relocation		1		2						1	\$ 493	\$ 16,779		\$ 16,779	\$ 17,272	
Subtotal		3		6						2	\$ 1,411	\$ 33,558	\$ -	\$ 33,558	\$ 34,969	
165.10.30 – Perform Air Quality Study																
A. Complete Air Quality Study		1		4			2			1	\$ 948	\$ 33,392		\$ 33,392	\$ 34,340	
A. Complete Air Quality Study for the Coaster Station Relocation		1		2			1			1	\$ 603	\$ 392		\$ 392	\$ 995	
Subtotal		2		6			3			2	\$ 1,551	\$ 33,784	\$ -	\$ 33,784	\$ 35,335	

Exhibit B - Compensation and Fee Schedule

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Task Description	Personnel Hours											Budget				
	Managing Eng. (CF)	Principal Eng. (RL)	Senior Planner (BB)	Associate Eng. (KH)	Assistant Eng. (AF)	Design Super. (JM)	Senior Designer (GE)	Designer/CADD (MR)	Clerical (YG)	Accounting (SB)	Total Hours	Labor	Sub-Consultants	Boyle ODC	Total Non-Labor	Total
165.10.35 – Prepare Water Quality Studies																
A. Prepare/Submit Storm Water Data Reports		4	70	6			8	4	4		96	\$ 11,284	\$ -	\$ -	\$ -	\$ 11,284
A.1 Prepare/Submit Storm Water Data Report for the Coaster Station Relocation		4	70	6			8	4	4		96	\$ 11,284	\$ -	\$ -	\$ -	\$ 11,284
B. Revise Storm Water Data Reports		4	28	2			2	2	2		40	\$ 4,858	\$ -	\$ -	\$ -	\$ 4,858
C. Coordinate with Environmental Consultant for EIR		1	8	4							13	\$ 1,607	\$ -	\$ -	\$ -	\$ 1,607
Subtotal		13	176	18			18	10	10		245	\$ 29,033	\$ -	\$ -	\$ -	\$ 29,033
165.10.40 – Perform Energy Studies																
A. Complete Energy Study		2		4					1		7	\$ 918	\$ 3,313	\$ -	\$ 3,313	\$ 4,231
A.1 Complete Energy Study for the Coaster Station Relocation		2		4					1		7	\$ 918	\$ 3,313	\$ -	\$ 3,313	\$ 4,231
Subtotal		4		8					2		14	\$ 1,836	\$ 6,626	\$ -	\$ 6,626	\$ 8,462
165.10.50 – Perform Preliminary Site Investigation for Hazardous Waste																
A. Complete Geological Report (ED)		2		3					2		7	\$ 869	\$ 8,830	\$ -	\$ 8,830	\$ 9,699
A.1 Complete Geological Report (ED) for the Coaster Station Relocation Area		2		3					1		6	\$ 801	\$ 5,546	\$ -	\$ 5,546	\$ 6,347
B. Coordinate with Environmental Consultant for EIR		2		4							6	\$ 850	\$ -	\$ -	\$ -	\$ 850
Subtotal		6		10					3		19	\$ 2,520	\$ 14,376	\$ -	\$ 14,376	\$ 16,896
165.10.55 – Prepare Draft Right of Way Relocation Impact Document																
A. Complete Relocation Impact Document		2		6		16			4		28	\$ 3,504	\$ 14,332	\$ -	\$ 14,332	\$ 17,836
A.1 Complete Relocation Impact Document for the Coaster Station Relocation		2		4		16			4		26	\$ 3,270	\$ 827	\$ -	\$ 827	\$ 4,097
B. Right of Way Acquisition Estimates		2		6					2		10	\$ 1,220	\$ 5,175	\$ -	\$ 5,175	\$ 6,395
B.1 Right of Way Acquisition Estimates for the Coaster Station Relocation		2		4					2		8	\$ 986	\$ 1,725	\$ -	\$ 1,725	\$ 2,711
Subtotal		8		20		32			12		72	\$ 8,980	\$ 22,058	\$ -	\$ 22,058	\$ 31,038
165.10.60 – Prepare Location Hydraulic / Floodplain Study Report																
A. Prepare Location and Floodplain Hydraulics Study		2		40	20			8	2		72	\$ 7,654	\$ -	\$ -	\$ -	\$ 7,654
B. Update Location and Floodplain Hydraulics Study		2		15	5			4	1		27	\$ 3,008	\$ -	\$ -	\$ -	\$ 3,008
C. Coordinate with Environmental Consultant for EIR		2		4							6	\$ 850	\$ -	\$ -	\$ -	\$ 850
Subtotal		6		59	25			12	3		105	\$ 11,512	\$ -	\$ -	\$ -	\$ 11,512
165.10.65 – Perform Paleontology Study																
A. Complete Paleontology Study		2		4					1		7	\$ 918	\$ 4,478	\$ -	\$ 4,478	\$ 5,396
A.1 Complete Paleontology Study for the Coaster Station Relocation		1		2					1		4	\$ 493	\$ 1,493	\$ -	\$ 1,493	\$ 1,986
Subtotal		3		6					2		11	\$ 1,411	\$ 5,970	\$ -	\$ 5,970	\$ 7,381
165.15.00 – Perform Biological Studies																
A. Prepare Natural Environment Study Report		2		4					2		8	\$ 986	\$ 39,459	\$ -	\$ 39,459	\$ 40,445
A.1 Prepare Natural Environmental Report for the Coaster Station Relocation		1		4					2		7	\$ 795	\$ 11,299	\$ -	\$ 11,299	\$ 12,094
Subtotal		3		8					4		15	\$ 1,781	\$ 50,758	\$ -	\$ 50,758	\$ 52,539
165.20.00 – Perform Cultural Resource Studies																
A. Complete Cultural Resources Studies		2		8					2		12	\$ 1,455	\$ 71,100	\$ -	\$ 71,100	\$ 72,555
A.1 Complete Cultural Resources Studies for the Coaster Station Relocation		1		4					1		6	\$ 727	\$ 4,934	\$ -	\$ 4,934	\$ 5,661
B. Complete Phase II Cultural Resources Study		4		12					2		18	\$ 2,305	\$ 76,220	\$ -	\$ 76,220	\$ 78,525
Subtotal		7		24					5		36	\$ 4,487	\$ 152,254	\$ -	\$ 152,254	\$ 156,741

Exhibit B - Compensation and Fee Schedule

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000496

Task Description	Personnel Hours											Budget				
	Managing Eng. (CF)	Principal Eng. (RL)	Senior Planner (BB)	Associate Eng. (KH)	Assistant Eng. (AF)	Design Super. (JM)	Senior Designer (GE)	Designer/CADD (MK)	Clerical (YG)	Accounting (SB)	Total Hours	Labor	Sub-Consultants	Boyle ODC	Total Non-Labor	Total
165.25.05 – Prepare Draft Environmental Document																
A-J. Prepare First Screencheck Draft EIR/EIS	8	18	40	40			4	8	8		126	\$ 16,343	\$ 104,966		\$ 104,966	\$ 121,309
A.1 Add in Section for the Coaster Station Relocation		9	2	24			1	2	1		39	\$ 5,132	\$ 29,223		\$ 29,223	\$ 34,355
Subtotal	8	27	42	64			5	10	9		165	\$ 21,475	\$ 134,189		\$ 134,189	\$ 155,664
165.25.10 – Prepare Section 4(f) Evaluation																
A. Prepare Section 4(f)		1		4					2		7	\$ 795	\$ 2,107		\$ 2,107	\$ 2,902
Subtotal		1		4					2		7	\$ 795	\$ 2,107		\$ 2,107	\$ 2,902
165.25.20 – Conduct Environmental Quality Control and Other Reviews																
A. Prepare Second Screencheck Draft EIR/EIS	4	12	22	20			6	2	2		68	\$ 9,097	\$ 29,168		\$ 29,168	\$ 38,265
B. Prepare Third Screencheck Draft EIR/EIS	4	10	14	16			2	1	2		49	\$ 6,765	\$ 20,859		\$ 20,859	\$ 27,624
C. Prepare Fourth Screencheck Draft EIR/EIS	2	8	12	12			2	1	2		39	\$ 5,241	\$ 13,543		\$ 13,543	\$ 18,784
D. Prepare Fifth Screencheck Draft EIR/EIS	2	6	8	10					1		27	\$ 3,769	\$ 14,904		\$ 14,904	\$ 18,673
Subtotal	12	36	56	58			10	4	7		183	\$ 24,872	\$ 78,474		\$ 78,474	\$ 103,346
165.25.25 – Obtain Approval to Circulate																
A. Obtain Approval to Circulate EIR/EIS	2	2		10					2		16	\$ 2,126	\$ 8,379		\$ 8,379	\$ 10,505
Subtotal	2	2		10					2		16	\$ 2,126	\$ 8,379		\$ 8,379	\$ 10,505
165.25.30 – Perform Environmental Coordination																
A. Coordination of the EIR/EIS process	2	5		10							17	\$ 2,563	\$ 60,185		\$ 60,185	\$ 62,748
Subtotal	2	5		10							17	\$ 2,563	\$ 60,185		\$ 60,185	\$ 62,748
175.05.00 – Circulate DED																
A. Prepare Master Distribution List		2		6					2		10	\$ 1,220	\$ 2,289		\$ 2,289	\$ 3,509
B. Prepare Notices of Public Hearing		2		6					2		10	\$ 1,220	\$ 2,289		\$ 2,289	\$ 3,509
Subtotal		4		12					4		20	\$ 2,440	\$ 4,577		\$ 4,577	\$ 7,017
175.10.00 – Prepare for and Hold Public Hearing																
A. Prepare for, Attend and Document Public Hearing Displays	4	6		16			15	5	4		50	\$ 6,288	\$ 32,045		\$ 32,045	\$ 38,333
A.1 Prepare for, Attend and Document Public Hearing Displays for the Coaster Station Relocation		3		6			5	2	1		17	\$ 2,083	\$ 5,529		\$ 5,529	\$ 7,612
B. Additional Public Outreach	4	14		10			10	5	4		47	\$ 6,563	\$ -		\$ -	\$ 6,563
Subtotal	8	23		32			30	12	9		114	\$ 14,934	\$ 37,574		\$ 37,574	\$ 52,508
175.15.00 – Respond to Public Comments & Correspondence																
A. Respond to Public Comments	4	22	55	40					16		137	\$ 17,357	\$ 34,963		\$ 34,963	\$ 52,320
Subtotal	4	22	55	40					16		137	\$ 17,357	\$ 34,963		\$ 34,963	\$ 52,320
175.20.00 – Select Preferred Alternative																
A. Prepare Decision Matrix	6	16		42					4		68	\$ 9,556	\$ 3,477		\$ 3,477	\$ 13,033
B. Prepare for and Attend Preferred Alternative Workshop w/PDT	4	8		16					2		30	\$ 4,411	\$ 1,077		\$ 1,077	\$ 5,488
Subtotal	10	24		58					6		98	\$ 13,967	\$ 4,554		\$ 4,554	\$ 18,521

Exhibit B - Compensation and Fee Schedule

I-5 / Sorrento Valley Road
 Project Report / Environmental Document
 SD-S04-430-00

City of San Diego
 PM: Frank Gaines

000497

Task Description	Personnel Hours											Budget				
	Managing Eng. (CF)	Principal Eng. (RL)	Senior Planner (BB)	Associate Eng. (KH)	Assistant Eng. (AF)	Design Super. (JM)	Senior Designer (CE)	Designer/CADD (WR)	Clerical (VG)	Accounting (SB)	Total Hours	Labor	Sub-Consultants	Boyle ODC	Total Non-Labor	Total
180.05.05 - Update Draft Project Report																
A. Update Draft PR and Prepare Draft Final PR		20		80	36		14	20	12		182	\$ 20,486	\$ 800		\$ 800	\$ 21,286
B. Complete QC Review of Draft Final PR	16	8		4	4		8		4		44	\$ 6,984	\$ -		\$ -	\$ 6,984
C. Meet with PDT to Obtain Comments on Draft Final PR	4	7		12					2		25	\$ 3,752	\$ 1,616		\$ 1,616	\$ 5,368
Subtotal	20	35	-	96	40	-	22	20	18	-	251	\$ 31,222	\$ 2,416	\$ -	\$ 2,416	\$ 33,638
180.05.10 - Review and Approve Project Report																
A. Update Draft Final PR and Prepare Final PR		12		40	20		10	12	8		102	\$ 11,450	\$ -		\$ -	\$ 11,450
B. Complete QC Review of Final PR and Submit PR to Agencies	12	12		6			2		2		34	\$ 5,972	\$ 1,616		\$ 1,616	\$ 7,588
C. Meet with PDT to Obtain Comments on Final PR	4	8		8					2		22	\$ 3,474	\$ 1,356		\$ 1,356	\$ 4,830
D. Finalize/Submit the Final PR	4	6		16	16		6		4		52	\$ 6,184	\$ -		\$ -	\$ 6,184
E. Make Final Corrections to and Submit Final PR		4		4	4		2		2		16	\$ 1,928	\$ -		\$ -	\$ 1,928
Subtotal	20	42	-	74	40	-	20	12	18	-	226	\$ 29,008	\$ 2,972	\$ -	\$ 2,972	\$ 31,980
180.10.05 - Prepare and Approve FED																
A. Draft Final EIR/EIS	6	10		16					2		34	\$ 5,230	\$ 23,781		\$ 23,781	\$ 29,011
B. Prepare Draft CEQA Candidate Findings	1	6		10					1		18	\$ 2,603	\$ 8,252		\$ 8,252	\$ 10,855
C. Prepare Draft Statement of Overriding Considerations	1	6		10					1		18	\$ 2,603	\$ 11,873		\$ 11,873	\$ 14,476
D. Finalize Section 4(f) Statement	1	4		10					1		16	\$ 2,221	\$ 678		\$ 678	\$ 2,899
E. Prepare Floodplain Only Practicable Alternative Finding	1	6		10					1		18	\$ 2,603	\$ 4,000		\$ 4,000	\$ 6,603
F. Prepare the Wetlands Only Practicable Alternative Finding	1	6		10					1		18	\$ 2,603	\$ 7,096		\$ 7,096	\$ 9,699
G. Finalize MMRP	1	10		14					2		27	\$ 3,903	\$ 3,028		\$ 3,028	\$ 6,931
Subtotal	12	48	-	80	-	-	-	-	9	-	149	\$ 21,766	\$ 58,709	\$ -	\$ 58,709	\$ 80,475
180.10.10 - Public Distribution of FED																
A. Submit Final EIR/EIS for Public Distribution		2		4					1		7	\$ 918	\$ 1,920		\$ 1,920	\$ 2,838
B. Response to Comments		4	8	8					2		22	\$ 2,784	\$ 10,292		\$ 10,292	\$ 13,076
Subtotal	-	6	8	12	-	-	-	-	3	-	29	\$ 3,702	\$ 12,211	\$ -	\$ 12,211	\$ 15,913
180.15.05 - Prepare and Approve Record of Decision (NEPA)																
A. Prepare and Submit Record of Decision		2		4					1		7	\$ 918	\$ 1,356		\$ 1,356	\$ 2,274
Subtotal	-	2	-	4	-	-	-	-	1	-	7	\$ 918	\$ 1,356	\$ -	\$ 1,356	\$ 2,274
180.15.10 - Prepare and File Notice of Determination (CEQA)																
A. Prepare and Submit Notice of Determination		2		4					1		7	\$ 918	\$ 1,356		\$ 1,356	\$ 2,274
Subtotal	-	2	-	4	-	-	-	-	1	-	7	\$ 918	\$ 1,356	\$ -	\$ 1,356	\$ 2,274
180.15.20 - Prepare/Update Summary of Environmental Commitments																
A. Update and Submit Summary of Environmental Comment		2		4					1		7	\$ 918	\$ 678		\$ 678	\$ 1,596
Subtotal	-	2	-	4	-	-	-	-	1	-	7	\$ 918	\$ 678	\$ -	\$ 678	\$ 1,596

Exhibit B - Compensation and Fee Schedule

**I-5 / Sorrento Valley Road
Project Report / Environmental Document
SD-S04-430-00**

**City of San Diego
PM: Frank Gaines**

000498

Task Description	Personnel Hours											Budget				
	Managing Eng. (CF)	Principal Eng. (RL)	Senior Planner (BB)	Associate Eng. (KH)	Assistant Eng. (AF)	Design Super. (JM)	Senior Designer (GE)	Designer/CADD (MR)	Clerical (VG)	Accounting (SB)	Total Hours	Labor	Sub-Consultants	Boyle ODC	Total Non-Labor	Total
Other Direct Costs																
Outside Printing and Reproduction (billed at cost)												\$ -	\$ 38,900	\$ 70,129	\$ 109,029	\$ 109,029
Incidental Reproduction (billed at \$0.65/hr)												\$ -	\$ 900	\$ 6,578	\$ 7,478	\$ 7,478
Computer & Communications Costs (billed at \$3.71/hr)												\$ -	\$ 144	\$ 37,545	\$ 37,689	\$ 37,689
Deliveries (billed at cost)												\$ -	\$ 1,644	\$ 2,050	\$ 3,694	\$ 3,694
Mileage (billed at current IRS rates, \$0.505/mile)												\$ -	\$ 6,505	\$ 6,075	\$ 12,580	\$ 12,580
Subtotal												\$ -	\$ 48,093	\$ 122,377	\$ 170,470	\$ 170,470
Total	350	1,467	775	3,055	993	200	857	1,290	773	360	10,120	\$ 1,217,648	\$ 1,656,724	\$ 122,377	\$ 1,779,102	\$ 2,996,750
Check:	350	1,467	775	3,055	993	200	857	1,290	773		10,120	\$ 1,217,648	\$ 1,656,724		\$ 2,996,750	

Amounts shown are fee.

Rate Schedule				Phases and Phase Totals	
Initials	Personnel Name	Personnel Category	\$/HR		\$
(CF)	Clark Femon	Managing Eng. (CF)	\$218.46	0001 - Project Management	\$ 481,141
(RL)	Richard Leja	Principal Eng. (RL)	\$190.95	0002 - Review & Update Project Information	\$ 117,978
(BB)	Barbara Bartholomae	Senior Planner (BB)	\$118.40	0003 - Perform Engineering Studies	\$ 822,367
(KH)	Keri Heuberger	Associate Eng. (KH)	\$117.10	0004 - Prepare Draft Project Report	\$ 225,390
(AF)	Andrea Fitzgerald	Assistant Eng. (AF)	\$84.89	0005 - Project Control Surveys & Mapping for PR	\$ 101,929
(JM)	Jim Meredith	Design Super. (JM)	\$134.23	0006 - Perform Envr Scoping & Select Alternatives fc	\$ 68,094
(GE)	Glenn Espanto	Senior Designer (GE)	\$110.13	0007 - Perform Environmental Studies	\$ 492,515
(MR)	Michael Rocco	Designer/CADD (MR)	\$94.31	0008 - Prepare, Approve, & Circulate Draft ED	\$ 479,797
(VG)	Victoria Gill	Clerical (VG)	\$67.91	0009 - Final Project Report	\$ 84,012
(SB)	Stacey Bracco	Accounting (SB)	\$88.58	0010 - Final ED & Complete Envr Compliance	\$ 123,527
				Other Direct Costs	INCLUDED
				Total	\$ 2,996,750

000499



City of San Diego.

ATTACHMENT AA

EQUAL OPPORTUNITY CONTRACTING (EOC)

1010 Second Avenue • Suite 500 • San Diego, CA 92101

Phone: (619) 533-4464 • Fax: (619) 533-4474

WORK FORCE REPORT

ADMINISTRATIVE

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

CONTRACTOR IDENTIFICATION

Type of Contractor:	Construction	Vendor/Supplier	Financial Institution	Lessee/Lessor
	X Consultant	Grant Recipient	Insurance Company	Other

Name of Company: Boyle Engineering Corporation

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 1501 Quail Street

City Newport Beach County Orange State CA Zip 92660-2746

Telephone Number: (949) 476-3600 FAX Number: (949) 721-7141

Name of Company CEO: Philip Petrocelli

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 7807 Convoy Court, Suite 200

City San Diego County San Diego State CA Zip 92111

Telephone Number: (858) 268-8080 FAX Number: (858) 292-0960

Type of Business: Civil Engineering Type of License: N/A

The Company has appointed: Gilbert Mulhere

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 1501 Quail Street Newport Beach, CA 92660-2746

Telephone Number: (949) 476-3454 FAX Number: (949) 721-7141

One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Boyle Engineering Corporation
(Firm Name)

San Diego, California hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this Fourth day of April, 2008.

(Authorized Signature)

Richard B. Leja
(Print Authorized Signature)

WORK FORCE REPORT - NAME OF FIRM: Boyle Engineering Corporation DATE: January 2008

OFFICE(S) or BRANCH(ES): Boyle - San Diego COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial												1		
Professional	1		3		2	3						19	3	
A&E, Science, Computer														
Technical				1	2	1			1			8	1	
Sales														
Administrative Support													6	
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1		3	1	4	4			1			28	10	
--------------------	---	--	---	---	---	---	--	--	---	--	--	----	----	--

Grand Total All Employees 52

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² For example, if participation in a San Diego project is by work forces from San Diego County, Los Angeles County and Sacramento County, we will ask for separate Work Force Reports representing the work forces of

your firm from each of the three counties.^{1,2} On the other hand, if the project will be accomplished completely outside of San Diego, we ask for a Work Force Report from the county or counties where the work will be accomplished.²

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county*

Exhibit: Work Force Report Job categories

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists

Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations

Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

SUBCONTRACTORS LIST

INFORMATION REGARDING SUBCONTRACTORS PARTICIPATION:

1. Subcontractor's List shall include name and complete address of all Subcontractors who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.
2. Proposer shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
3. Subcontractors shall be used for scope of work listed. No changes to this Subcontractors List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	MBE/WB E/DBE/DV BE/OBE	WHERE CERTIFIED
Wilson & Company, Inc. 701 B Street, Suite 1220 San Diego, CA 92101	Traffic Engineering	7.8%	\$233,207	OBE	
T.Y. Lin International 5030 Camino de la Siesta, Suite 204 San Diego, CA 92108	Structural Engineering	5.3%	\$159,103	OBE	
Helix Environmental Planning, Inc. 7578 El Cajon Blvd, Suite 200 La Mesa, CA 91941	Environmental Document	19.5%	\$583,337	OBE	
Tierra Environmental 9915 Businesspark Ave, Suite C San Diego, CA 92131	Biology & Cultural Studies	7.0%	\$211,266	MBE	Caltrans
CIC Research 8361 Vickers St San Diego, CA 92111	Socioeconomic Impact Analysis	0.9%	\$26,481	DBE	Caltrans
Hon Consulting, Inc. 2226 Dwight Street San Diego, CA 92104	Environmental Document	3.4%	\$102,000	DBE	Caltrans
Scientific Resources Associated 1328 Kalmalino Lane San Diego, CA 92109	Air Analysis	1.1%	\$33,000	WBE	Caltrans
Aguirre & Associates 8265 Commercial Street, Suite 1 La Mesa, CA 91942	Surveying & Mapping	2.5%	\$74,260	DBE	Caltrans

000504

Katz & Associates 4250 Executive Sq, Suite 670 San Diego, CA 92037	Community Outreach	1.2%	\$34,940	WBE	Caltrans
Value Management Strategies, Inc. 332 S. Juniper St, Suite 210 Escondido, CA 92025	Value Analysis	1.4%	\$40,527	OBE	
Ninyo + Moore 5710 Ruffin Road San Diego, CA 92123	Geotechnical Engineering	1.6%	\$47,880	MBE	City of San Diego
Garbini & Garbini 715 J Street, Suite 307 San Diego, CA 92101	Landscape Architecture	2.3%	\$67,563	DBE/MBE	Caltrans
Hatch Mott MacDonald 2727 Camino del Rio S., Suite 244 San Diego, CA 92108	Tunneling & Railroad Studies	1.2%	\$36,260		

**For information only.* As appropriate, Proposer shall identify Subcontractors as:

Certified Minority Business Enterprise	MBE
Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE
Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE

***For information only.* As appropriate, Proposer shall indicate if Subcontractor is certified by:

City of San Diego	CITY
State of California Department of Transportation	CALTRANS

CONTRACT ACTIVITY REPORT

Consultants are required by contract to report subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT: INTERSTATE 5/SORRENTO VALLEY ROAD INTERCHANGE IMPROVEMENTS PROJECT PRIME CONTRACTOR: BOYLE ENGINEERING CORPORATION
 CONTRACT AMOUNT: \$2,996,750 INVOICE PERIOD: _____ DATE: _____

Include Additional Services Not-To-Exceed Amount

Subcontractor	Indicate MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Wilson & Company, Inc.	OBE					\$233,207	7.8%
T.Y. Lin International	OBE					\$159,103	5.3%
✓ Helix Environmental Planning, Inc.	OBE					\$583,337	19.5%
✓ Tierra Environmental	DBE					\$211,266	7.0%
✓ CIC Research	DBE	<i>Asian Pac/male</i>				\$26,481	0.9%
✓ Hon Consulting, Inc.	DBE	<i>Canv. Female</i>				\$102,000	3.4%
✓ Scientific Resources Associates	DBE					\$33,000	1.1%
✓ Aguirre & Associates	DBE	<i>Hispanic Male</i>				\$74,260	2.5%
✓ Katz & Associates	WBE					\$34,940	1.2%
✓ Value Management Strategies, Inc.	OBE					\$40,527	1.4%
✓ Ninyo + Moore	OBE					\$47,880	1.6%
✓ Garbini & Garbini	DBE	<i>Canv Female</i>				\$67,563	2.3%

000506

Subcontractor	Indicate MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Hatch Mott MacDonald						\$36,260	1.2%
Prime Contractor Total:						\$1,340,025	44.7%
Contract Total*:						\$2,996,750	100%

* The Contract total includes work done by a subcontractor that is not included on this list since their fee is less than 0.5% of the contract total.

Completed by _____

SAMPLE

000507

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

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

2800832

TO: CITY ATTORNEY

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

3. DATE: 104
May 7, 2008 07/29

4. SUBJECT: Interstate-5/Sorrento Valley Road Interchange - Consultant Agreement with Boyle Engineering Corporation.

5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.) 6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.) 7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED
Frank Gaines 533-4607 MS908A Brad Johnson 533-5120 MS908A

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	38997 G.N.	38937 G.N.	38934 G.N.	9. ADDITIONAL INFORMATION / ESTIMATED COST:
DEPT.	30244	30244	30244	This Phase 1 contract: \$ 2,996,750
ORGANIZATION	107	107	107	
OBJECT ACCOUNT	4279	4279	4279	
JOB ORDER	527650	527650	527650	
C.I.P. NUMBER	52-765.0	52-765.0	52-765.0	
AMOUNT	\$1,300,000 ✓	\$1,400,000 ✓	\$296,750 ✓	

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	DEPARTMENT DIRECTOR	<i>[Signature]</i>	5/9/08	8	DEPUTY CHIEF	<i>[Signature]</i>	6/9/08
2	EAS	<i>[Signature]</i>	5/13/08	9	COO	<i>[Signature]</i>	6/3/08
3	EOC	<i>[Signature]</i>	5/20/08	10	CITY ATTORNEY	<i>[Signature]</i>	
4	LIAISON OFFICE	<i>[Signature]</i>	5/21/08	11	ORIG. DEPT	<i>[Signature]</i>	7/15/08
5	CIP/FM	<i>[Signature]</i>	5/23/08		DOCKET COORD:		
6	AUDITOR	<i>[Signature]</i>	5/27/08		COUNCIL LIAISON	<i>[Signature]</i>	7/16
7	PURCHASING & CONTRACTING	<i>[Signature]</i> (see #9 signed by Jay Guidstang)	6/3/08		COUNCIL PRESIDENT	<i>[Signature]</i>	

SPOB CONSENT ADOPTION
 REFER TO: _____ COUNCIL DATE: 7/29/08

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

1. Authorizing the Mayor, or his designee, to execute a Consultant Agreement with Boyle Engineering Corporation for the first phase of professional services for CIP 52-765.0, Interstate-5/Sorrento Valley Road Interchange; and

(Continued)

not to exceed \$ 2,996,750,

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): 1

COMMUNITY AREA(S): Torrey Pines

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:

ATTACHMENTS: Consultant Agreement, Workforce Report, Memo from Beryl Rayford

2. Authorizing the expenditure of \$2,996,750 from CIP 52-765.0, Interstate-5/Sorrento Valley Road, of which ~~\$1,350,000~~ ⁰⁰³⁵⁰⁸ is from Fund 38997, \$1,400,000 is from Fund 38937, and \$296,750 is from Fund 38934, for the purpose of executing the consultant agreement, contingent upon the Auditor and Comptroller certifying the funds are available; and
3. Authorizing the City Auditor and Comptroller to return excess funds, if any, to the appropriate reserves.

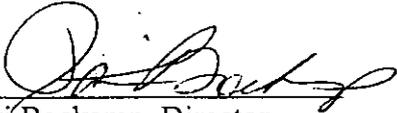
000510

Helix Environmental Planning, Inc.
Tierra Environmental.
CIC Research
Hon Consulting
Scientific Resources Associated
Aguirre & Associates
Katz & Associates
Value Management Strategies, Inc.
Ninyo + Moore
Garbini & Garbini
Hatch Mott MacDonald
Caltrans
SANDAG
NCTD

EQUAL OPPORTUNITY CONTRACTING:

Funding Agency:	Caltrans
Goals:	15% Voluntary (MBE/WBE/DBE/DVBE/OBE)
Subconsultant Participation:	\$270,304 Certified Firms (9.02%) \$1,379,520 Other Firms (46.03%)

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


Patti Boekamp, Director
Engineering and Capital Projects


David Jarrell
Deputy Chief Public Works

000511

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

AC 2800832
ORIGINATING DEPT. NO.: 446

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: _____ Fund: _____

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

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: \$2,996,750.00

Vendor: Boyle Engineering Corporation

Purpose: Authorize the expenditure of funds for the first phase of professional services for Interstate-5/Sorrento Valley Road Interchange. CIP 52-765.0

Date: May 27, 2008

By: *Rob Russett* *Ch...*
AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0		30244	107	4279	527650				\$2,996,750.00
TOTAL AMOUNT										\$2,996,750.00

FUND OVERRIDE

AC 2800832

000513

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

BE IT RESOLVED, by the Council of the City of San Diego [City], that the Mayor, or his designee, is authorized and empowered to execute for and on behalf of the City, a Consultant Agreement with Boyle Engineering Corporation for the first phase of professional services for CIP 52-765.0, Interstate-5/Sorrento Valley Road Interchange, for an amount not to exceed \$2,996,750.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$2,996,750 from CIP 52-765.0, Interstate-5/Sorrento Valley Road, of which \$1,300,000 is from Fund 38997, \$1,400,000 is from Fund 38937, and \$296,750 is from Fund 38934, is authorized for the purpose of executing the consultant agreement, contingent upon the City Auditor and Comptroller certifying that funds are available in the City Treasury.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to return excess funds, if any, to the appropriate reserves.

BE IT FURTHER RESOLVED, that this activity is exempt from California Environmental Quality Act [CEQA] pursuant to State CEQA Guidelines Section 15306 for Information Collection.

000514

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By _____
Ryan Kohut
Deputy City Attorney

RK:sc
06/11/08
Aud.Cert.: 2800832
Or.Dept:E&CP
R-2008-1156

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

CAPITAL IMPROVEMENTS
FOR
THE CITY OF SAN DIEGO
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT

AGREEMENT
FOR
INTERSTATE 5/SORRENTO VALLEY ROAD INTERCHANGE IMPROVEMENTS
(FEDERAL VERSION)

THE CITY OF SAN DIEGO
AND
BOYLE ENGINEERING CORPORATION
CONTRACT NUMBER: H064351

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EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City=s Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Work Force Report
 - (BB) Contract Activity Report
 - (CC) Subconsultants List
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - ADA/Title 24 Consultant Certification
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - California Labor Code section 1720
- Exhibit I - Consultant Evaluation Form

ATTACHMENTS

- 1 Certification of Local Agency
- 2 Certification of Consultant

**AGREEMENT BETWEEN THE CITY
OF SAN DIEGO AND *BOYLE ENGINEERING CORPORATION*
FOR CONSULTING SERVICES
(FEDERAL VERSION)**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and *Boyle Engineering Corporation* [Consultant] for the Consultant to provide Professional Services to the City on *Interstate 5/Sorrento Valley Road Interchange Improvements* [Project].

RECITALS

The City wants to retain the services of a professional **engineering** firm to provide **design** services [Professional Services].

The Consultant has the expertise, experience and personnel necessary to provide the Professional Services for the Project.

The City and the Consultant [Parties] want to enter into an Agreement whereby the City will retain the Consultant to provide, and the Consultant shall provide, the Professional Services for the Project [Agreement].

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

ARTICLE I

PROFESSIONAL SERVICES

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

1.1 Scope of Services. The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibit A] at the direction of the City.

1.2 Contract Administrator. The *Engineering and Capital Projects Department* is the contract administrator for this Agreement. The Consultant shall provide Professional Services under the direction of a designated representative of the *Engineering and Capital Projects Department*. The City's designated representative will communicate with the Consultant on all matters related to the administration of this Agreement and the Consultant's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise.

Further, when this Agreement refers to an act or approval to be performed by City, that act or approval shall be performed by the Mayor, *Engineering and Capital Projects Department* Director, or designee, unless the Agreement specifies otherwise.

1.3 City Modification of Scope of Services. The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Consultant's cost of, or the time required for, the performance of any of the Professional Services, the Consultant shall immediately notify the City, and any such increase or decrease must be approved in writing by the City. If the City deems it appropriate, an equitable adjustment to the Consultant's compensation may be made, provided that any adjustment must be approved by both Parties in writing.

1.4 Written Authorization. Prior to performing any Professional Services in connection with the Project, the Consultant shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Consultant shall advise the City in writing immediately of any anticipated change in the Scope of Services, Compensation and Fee Schedule [Exhibit B], or Time Schedule [Exhibit C], and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Consultant from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

1.5 Confidentiality of Services. All Professional Services performed by the Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Consultant, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Consultant, at the time that it was disclosed to the Consultant by the City, (b) subsequently becomes publicly known through no act or omission of the Consultant, or (c) otherwise becomes known to the Consultant other than through disclosure by the City except for Subconsultants, covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

1.6 Competitive Bidding. The Consultant shall ensure that any plans and specifications prepared, required, or recommended under this Agreement allow for competitive bidding. The Consultant shall design such plans or specifications so that procurement of services, labor or materials are not available from only one source, and shall not design plans and specifications around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by the City. The Consultant shall submit this written justification to the City prior to beginning work on such plans or specifications. Whenever the Consultant recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Project.

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 it shall be effective until completion of the Scope of Services.

2.2 Time of Essence. Time is of the essence for this Agreement. The time for performance of the Scope of Services is set forth in the Time Schedule.

2.3 Notification of Delay. The Consultant shall immediately notify the City in writing if the Consultant experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Time Schedule. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay affects a material part of the Project, the City may exercise its rights under Sections 2.5-2.8 of this Agreement.

2.4 Delay. If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Consultant to a reasonable extension of time, but such delay shall not entitle the Consultant to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Consultant's work; inability to obtain materials, equipment or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Consultant; provided, however, that: (a) this provision shall not apply to, and the Consultant shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Consultant; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Consultant to an extension of time unless the Consultant furnishes the City, in a timely manner, documentary proof satisfactory to City of the Consultant's inability to obtain materials, equipment, or labor.

2.5 City's Right to Suspend for Convenience. The City may, at its sole option and for its convenience, suspend all or any portion of the Consultant's performance of the Professional Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Consultant of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Consultant a sum equivalent to the reasonable value of the Professional Services the Consultant has performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Consultant. The City may then require the Consultant to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Consultant shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Consultant. Such

notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Consultant. After termination of this Agreement, the Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of the Consultant's Professional Services under this Agreement. For services rendered in completing the work, the Consultant shall be entitled to reasonable compensation for the Professional Services performed by the Consultant before the effective date of termination. After filing of documents and completion of performance, the Consultant shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Consultant's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Consultant discharges the City of all of the City's payment obligations and liabilities under this Agreement.

2.7 City's Right to Terminate for Default. If the Consultant fails to perform or adequately perform any obligation required by this Agreement, the Consultant's failure constitutes a Default. A Default includes the Consultant's failure to adhere to the Time Schedule. If the Consultant fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Consultant, and any person claiming any rights by or through the Consultant under this Agreement. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Consultant.

2.8 City's Right to Terminate for Bankruptcy or Assignment for the Benefit of Creditors. RESERVED

ARTICLE III COMPENSATION

3.1 Amount of Compensation. The City shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, in an amount not to exceed \$2,996,750. The compensation for the Scope of Services shall not exceed \$2,996,750, and the compensation for Additional Services (described in Section 3.3), if any, shall not exceed \$0.

3.2 Manner of Payment. The City shall pay the Consultant in accordance with the Compensation and Fee Schedule. For the duration of this Agreement, the Consultant shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The Consultant shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

3.3 Additional Services. The City may require that the Consultant perform additional Professional Services beyond those described in the Scope of Services [Additional Services]. Prior to the Consultant's performance of Additional Services, the City and the Consultant must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule. The City will pay the Consultant for the performance of Additional Services in accordance with Section 3.2.

3.4 Additional Costs. Additional Costs are those costs that can be reasonably determined to be related to the Consultant's errors or omissions, and may include Consultant, City, or Subconsultant overhead, construction, materials, demolition, and related costs. The Consultant shall not be paid for Professional Services required due to the Consultant's errors or omissions, and the Consultant shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Consultant. Whether or not there are any monies due, or becoming due, Consultant shall reimburse the City for Additional Costs due to the Consultant's errors or omissions.

3.5 Eighty Percent Notification. The Consultant shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed eighty percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater or less than the maximum compensation for this Agreement.

ARTICLE IV

CONSULTANT'S OBLIGATIONS

4.1 Industry Standards. The Consultant agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional engineering firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.2 Right to Audit.

4.2.1 Access. The City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subconsultant's premises to review and audit Consultant's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of Consultant's premises, of any and all Project-related records with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

4.2.2 Audit. The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines

is necessary to discover and verify that the Consultant is in compliance with all requirements under this Agreement.

4.2.2.1 Cost Audit. If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

4.2.2.1.1 Accounting Records. The Consultant shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Consultant shall make available to the City for review and audit, all project related accounting records and documents, and any other financial data. Upon the City's request, the Consultant shall submit exact duplicates of originals of all requested records to the City.

4.2.3 City's Right Binding on Subconsultants. The Consultant shall include the City's Right as described in Section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subconsultants.

4.2.4 Compliance Required before Mediation or Litigation. A condition precedent to proceeding with mandatory mediation provided for in Article VII is the Consultant's full compliance with the provisions of this Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance.

4.3 Insurance. The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.2; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

Further, the Design Professional shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

4.3.1 Types of Insurance. At all times during the term of this Agreement, the Design Professional shall maintain insurance coverage as follows:

4.3.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of **\$1,000,000** per occurrence and subject to an annual

aggregate of \$2,000,000. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

4.3.1.2 Commercial Automobile Liability. For all of the Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

4.3.1.3 Workers' Compensation. For all of the Design Professional's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Design Professional shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Design Professional shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

4.3.1.4 Architects & Engineers Professional Liability. For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss. All defense costs shall be outside the limits of the policy.

4.3.2 Deductibles. All deductibles on any policy shall be the responsibility of the Design Professional and shall be disclosed to the City at the time the evidence of insurance is provided.

4.3.3 Acceptability of Insurers.

4.3.3.1 Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

4.3.3.2 The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

4.3.4 Required Endorsements.

The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

4.3.4.1 Commercial General Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Design Professional's insurance and shall not contribute to it.

CANCELLATION. Except as provided for under California Law, the policy or policies must be endorsed to provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Design Professional's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

4.3.4.2 Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Design Professional.

CANCELLATION. Except as provided for under California Law, the policy or policies must be endorsed to provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payments of premium) of cancellation or non-renewal of the policy or policies. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Design Professional's insurance shall apply separately to each insured against whom claim is made

or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

4.3.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements.

CANCELLATION. Except as provided for under California law, the policy or policies must be endorsed to provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

4.3.4.4 Architects & Engineers Professional Liability Insurance.

CANCELLATION. Except as provide for under California Law, the policy or policies must be endorsed to provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Such notice shall be addressed to the City at the address specified in Section 9.1 "Notices."

4.3.5 Reservation of Rights. The City reserves the right, from time to time, to review the Design Professional's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Design Professional for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

4.3.6 Additional Insurance. The Design Professional may obtain additional insurance not required by this Agreement.

4.3.7 Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

4.4 Subconsultants. The Consultant's hiring or retaining of any third parties [Subconsultants] to perform services related to the Project [Subconsultant Services] is subject to prior approval by the City. The Consultant shall list on the Subconsultants List [Exhibit D Attachment BB] all Subconsultants known to the Consultant at the time this Agreement is entered. If at any time after this Agreement is entered into the Consultant identifies a need for additional Subconsultant Services, the Consultant shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subconsultant Services. The Consultant's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subconsultant Services. The Consultant may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

4.4.1 Subconsultant Contract. All contracts entered into between the Consultant and any Subconsultant shall contain the information as described in Sections 4.6, 4.7, 4.10.2, and 4.18, and shall also provide as follows:

4.4.1.1 Each Subconsultant shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Each Subconsultant shall obtain, and the Consultant shall require the Subconsultant to obtain, all policies described in Section 4.3.1 in the amounts required by the City, which shall not be greater than the amounts required of the Consultant.

4.4.1.2 The Consultant is obligated to pay the Subconsultant, for Consultant- and City-approved invoice amounts, out of amounts paid by the City to the Consultant, not later than twenty (20) calendar days from the Consultant's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Consultant and any Subconsultant to negotiate fair and reasonable pricing and payment provisions among themselves.

4.4.1.3 No retainage (i.e. withheld funds) will be held by the City from progress payments due to the Consultant except as allowed by law. Any retainage held by Consultant from progress payments due the Subconsultant shall be promptly paid in full within thirty days after the Subconsultant's work is satisfactorily completed. Consistent with 49 CFR § 26.29, any delay or postponement of payment over 30 days may occur only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating Consultant to all applicable penalties, sanctions, and remedies, including without limitation those provided in Cal. Bus. & Prof. Code §7108.5.

4.4.1.4 In the case of a deficiency in the performance of Subconsultant Services, the Consultant shall notify the City in writing of any withholding of payment to the Subconsultant, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subconsultant must take in order to receive the amount withheld. Once the Subconsultant corrects the deficiency, the Consultant shall pay the Subconsultant the amount withheld within ten (10) calendar days of the Consultant's receipt of the City's next payment.

4.4.1.5 In any dispute between the Consultant and Subconsultant, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Consultant and Subconsultant should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

4.4.1.6 The Subconsultant is bound to the City's Equal Opportunity Contracting Program covenants set forth in Article IV, Section 4.6 and Exhibit D of this Agreement.

4.5 Contract Activity Report. The Consultant shall submit statistical information to the City as requested in the City's Contract Activity Report [Exhibit D Attachment CC]. The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract Activity Report, the

Consultant shall provide an invoice from each Subconsultant listed in the report. The Consultant agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subconsultant Services as described in Section 4.4.1.

4.6 Non-Discrimination Requirements.

4.6.1 Compliance with the City's Equal Opportunity Contracting Program.

The Consultant shall comply with the City's Equal Opportunity Contracting Program Consultant Requirements [Exhibit D]. The Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Consultant shall provide equal opportunity in all employment practices. The Consultant shall ensure that its Subconsultants comply with the City's Equal Opportunity Contracting Program Consultant Requirements. Nothing in this Section shall be interpreted to hold the Consultant liable for any discriminatory practice of its Subconsultants.

4.6.2 Non-Discrimination Ordinance. The Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subconsultants, vendors or suppliers. The Consultant shall provide equal opportunity for Subconsultants to participate in subconsulting opportunities. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Consultant and any Subconsultants, vendors and suppliers.

4.6.3 Federal Non-Discrimination Requirements. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. For the purpose of this paragraph, "contractor" shall mean "consultant," and "subcontractor" shall mean "subconsultant."

4.6.4 Compliance Investigations. Upon the City's request, the Consultant agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subconsultants, vendors, and suppliers that the Consultant has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Consultant for each subcontract or supply contract. The Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance [[San Diego Municipal Code sections 22.3501-22.3517]. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

4.7 Drug-Free Workplace. The Consultant agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by Council Resolution No. R-277952 and incorporated into this Agreement by this reference. The Consultant shall

certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form [Exhibit E].

4.7.1 Consultant's Notice to Employees. The Consultant shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

4.7.2 Drug-Free Awareness Program. The Consultant shall establish a drug-free awareness program to inform employees about all of the following:

4.7.2.1 The dangers of drug abuse in the work place.

4.7.2.2 The policy of maintaining a drug-free work place.

4.7.2.3 Available drug counseling, rehabilitation, and employee assistance programs.

4.7.2.4 The penalties that may be imposed upon employees for drug abuse violations.

4.7.3 Posting the Statement. In addition to Section 4.7.1 above, the Consultant shall post the drug-free policy in a prominent place.

4.7.4 Subconsultant's Agreements. The Consultant further certifies that each contract for Subconsultant Services for this Project shall contain language that binds the Subconsultant to comply with the provisions of Article IV, Section 4.7 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. Consultants and Subconsultants shall be individually responsible for their own drug-free work place program.

4.8 Title 24/Americans with Disabilities Act Requirements. The Consultant shall warrant and certify that any Project plans and specifications prepared in accordance with this Agreement meet all current California Building Standards Code, California Code of Regulations, Title 24 [Title 24] and Americans with Disabilities Act Accessibility Guidelines [ADAAG] requirements, and are in compliance with The Americans with Disabilities Act of 1990. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed. Prior to execution of this Agreement, the Consultant shall complete and submit to the City the Consultant Certification for Title 24/ADA Compliance [Exhibit F].

4.8.1 Consultant has sole responsibility and obligation for designing the project to comply with the ADA and Title 24 as described in this Section; however, as owner of the facility, the City is exposed to liability for projects on which designers fail to meet this obligation. Consequently, the City is implementing an evaluation of certain design aspects to ensure a compliant facility. The Consultant shall complete and submit an ADA Compliance Review Checklist. This Checklist is designed to assist consultants in meeting their ADA obligations under the contract (Consultant also must meet Title 24 which these checklists do not cover). These checklists are not comprehensive. The checklists merely reflect the specific problematic areas of compliance with ADA commonly seen by the City. As a result, the City will be checking only these areas of ADA prior to acceptance of a Consultant's design. The Consultant is obligated to meet all additional laws which are not included on the City's ADA Design Review Checklist, and/or to advise the City at any time if they feel components on the

checklist misrepresent the current state of the law. These ADA checklists and the City's access review process in no way limits the Consultant's obligation under the agreement.

4.9 Product Endorsement. The Consultant acknowledges and agrees to comply with the provisions of City of San Diego Administrative Regulation 95-65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

4.10 Conflict of Interest. The Consultant is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

4.10.1 If, in performing the Professional Services set forth in this Agreement, the Consultant makes, or participates in, a governmental decision as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests.

4.10.1.1 Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The Consultant shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the Consultant is subject to a conflict of interest code. The Consultant shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Consultant was subject to a conflict of interest code.

4.10.1.2 If the City requires the Consultant to file a statement of economic interests as a result of the Professional Services performed, the Consultant shall be considered a City Official subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

4.10.2 The Consultant shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

4.10.3 The Consultant and its Subconsultants having subcontracts amounting to 1% or more of the value of the Professional Services agreed to under this Agreement are precluded from participating in design services on behalf of the contractor, construction management, and any other construction services related in any way to these Professional Services without the prior written consent of the City.

4.10.4 The Consultant's personnel employed on the Project shall not accept gratuities or any other favors from any Subconsultants or potential Subconsultants. The Consultant shall not recommend or specify any product, supplier, or contractor with whom the

Consultant has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

4.10.5 If the Consultant violates any conflict of interest law or any of the provisions in this Section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Consultant to liability to the City for attorneys fees and all damages sustained as a result of the violation.

4.11 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the Professional Services provided under this Agreement, upon the City's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

4.12 Compensation for Mandatory Assistance. The City will compensate the Consultant for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Consultant, its agents, officers, and employees, the Consultant shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Consultant, its agents, officers, and employees for Mandatory Assistance.

4.13 Attorney's Fees related to Mandatory Assistance. In providing the City with dispute or litigation assistance, the Consultant or its agents, officers, and employees may incur expenses and/or costs. The Consultant agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties agree this provision does not in any way affect their rights to seek attorney fees under Article VIII, Section 8.8 of this Agreement.

4.14 Energy Conservation Specifications. Technological advances in energy conservation devices such as Lighting and Heating, Ventilation, and Air Conditioning [HVAC] enable additional energy savings over that required by the State of California Title 24 Energy Standards. The Consultant shall model the energy performance of the building using an acceptable computer model such as Energy Pro, EQuest, DOE-2, Power DOE, HAP 3.22, etc. and present the summary data to the City at or prior to 100% design. This analysis should include life cycle cost analysis showing recovery of construction costs through operation and maintenance costs (e.g., electricity and gas savings.) The Consultant shall prepare a cost savings matrix that lists each device being considered and one, three, five and ten-year project savings. The comparison shall include, but not be limited to, the following equipment: Lighting, HVAC, Water Heating, and Motors.

The Consultant shall contact the SDG&E New Construction Program at (858) 636-5725 or the San Diego Regional Energy Office at (619) 595-5634 to integrate them into the design process to ensure maximum energy performance and access to technical resources. (Consultant shall endeavor to obtain from SDG&E a UTIL-1 (Utility Incentive Worksheet) to estimate energy savings and incentives available based on the design team energy modeling.)

4.15 Year 2000 Compliance. RESERVED

4.16 Notification of Increased Construction Cost. If, at any time prior to the City's approval of the final plans and specifications, the Consultant anticipates that the total construction cost will exceed the estimated construction budget, the Consultant shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Consultant believes will bring the construction cost to within the estimated construction budget. The City may either: (1) approve an increase in the amount authorized for construction; or (2) delineate a project which may be constructed for the budget amount; or (3) any combination of (1) and (2).

4.17 Green Building. The project design and construction shall comply with City Council Green Building Policy 900-14 [Exhibit G]. All new or significantly remodeled City facilities shall be designed and constructed to achieve energy consumption levels at least 25 percent below the then current Title 24 standards. An Average pay-back period of five years shall be used as a guide for the aggregate of all energy efficiency measures included in the project.

4.18 Design-Build Competition Eligibility. Any architectural firms, engineering firms, consultants, or individuals retained by the City to assist the City with developing criteria or preparing the preliminary design or the request for proposals for a Design-Build competition shall not be eligible to participate with any Design-Build Entity in that Design-Build competition. Additionally, the City may determine in its sole discretion that a subconsultant hired to assist with a Design-Build competition, regardless of whether the subconsultant was hired by the City or hired by an architectural firm, engineering firm, consultant, or individual retained by the City, has a competitive advantage and as such is ineligible to participate in that Design-Build competition.

4.19 Storm Water Management Discharge Control. The Consultant shall comply with Section 43.03 of the San Diego Municipal Code, Storm Water Management Discharge Control, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official. Further, the Consultant shall prepare and incorporate into the construction documents a Storm Water Pollution Prevention Plan [SWPPP] to be implemented by the contractor during Project construction. Where applicable, the SWPPP shall comply with both the California Regional Water Quality Control Board Statewide General Construction Storm Water permit and National Pollution Discharge Elimination System permit requirements and any municipal regulations adopted pursuant to the permits.

ARTICLE V

CITY'S OBLIGATIONS

5.1 Ownership of Documents. Once the Consultant has received any compensation for the Professional Services performed, all documents, including but not limited to, original plans, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to the Scope of Services or Professional Services, shall be the property of the City. The City's ownership of these documents includes use of, reproduction or reuse of and all incidental rights, whether or not the work for which they were prepared has been performed. The City's ownership entitlement arises upon payment or any partial payment for

work performed and includes ownership of any and all work product completed. This Section shall apply whether the Consultant's Professional Services are terminated: (a) by the completion of the Project, or (b) in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, the Consultant shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and disk files, and specifications.

The Consultant shall not be responsible for damage caused by subsequent changes to or uses of the plans or specifications, where the subsequent changes or uses are not authorized or approved by the Consultant, provided that the service rendered by the Consultant was not a proximate cause of the damage.

5.2 Additional Consultants or Contractors. The City reserves the right to employ, at its own expense, such additional consultants or contractors as the City deems necessary to perform work or to provide Professional Services on the Project.

5.3 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Consultant employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Consultant.

5.4 Project Site Safety. Unless otherwise provided by the Scope of Services in this Agreement, Consultant, Subconsultant and their employees are not responsible for general Project site conditions during the course of construction of the Project. The City acknowledges that the construction contractor has primary responsibility for Project site conditions, including safety of all persons and property. This provision shall not be interpreted to in any way relieve the Consultant, Subconsultants or their employees of their obligation under Section 4.1 of this Agreement to comply with all applicable laws, codes and good consulting practices with regard to the maintenance of a safe Project site.

ARTICLE VI

INDEMNIFICATION

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, 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 and Defense.

6.2.1 Design Professional Services Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), with respect to the performance of design professional services, Design Professional shall indemnify and hold harmless the City, its officers, or employees, from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

6.2.2 Design Professional Services Defense. Parties will work in good faith to procure applicable insurance coverage for the cost of any defense arising from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

6.3 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.

ARTICLE VII

FEDERAL REQUIREMENTS

7.1 This Project is funded by various Federal transportation funding sources including Demo funds (Sections 112, 115, and 117). All Project work and Agreements will be subject to the review and approval of the State of California Department of Transportation [CALTRANS] and the Federal Highway Administration [FHWA].

7.2 The Consultant and its Subcontractors shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract, for inspection by the City, CALTRANS, and the FHWA, the Comptroller General of the United States, or their duly authorized representatives.

7.3 The cost principles and procedures for use in the determination of allowable elements of cost will be governed by the Federal Acquisition Regulations in 48 CFR, Chapter 1, Part 31.

7.4 The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise

recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

7.5 The Consultant shall comply with all Federal, State, and Local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, including but not limited to Sections 1720 and 1771 [see Exhibit H].

7.6 Neither this Agreement or any part thereof shall be subcontracted, assigned, or transferred by the Consultant except as otherwise provided for in the Agreement.

7.7 The Consultant shall comply with California Government Code section 7550 as follows:

Any document or written report prepared for or under the direction of a State or Local Agency, which is prepared in whole or in part by non-employees of such Agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by non-employees of the agency exceeds FIVE THOUSAND DOLLARS (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

7.8 All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 49 CFR Part 18. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

7.9 The City will perform a cost analysis of its Agreement with the Consultant when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a

catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

7.10 The City and the Consultant must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, or other pertinent documents when:

- (i) The City's or the Consultant's procurement procedures or operation fails to comply with the procurement standards in 49 CFR Section 18.36; or
- (ii) The procurement is expected to exceed the simplified acquisition threshold [currently fixed at \$100,000 by 41 U.S.C. 403(11)] and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
- (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a brand name product; or
- (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

7.11 The City will use procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and standards identified in 49 CFR Section 18.36.

7.12 Contract modifications are required for any modification in the terms of the original contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed. A contract modification shall clearly outline the changes made and determine a method of compensation. FHWA approval of contract modifications shall be obtained prior to beginning the work, except that in unusual circumstances the Consultant may be authorized to proceed with work prior to agreement on the amount of compensation and execution of the contract modification, provided the FHWA has previously approved the work and has concurred that additional compensation is warranted.

7.13 The Consultant agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

ARTICLE VIII

MEDIATION

8.1 Mandatory Non-binding Mediation. With the exception of Sections 2.5-2.8 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof, and

if said dispute cannot be settled through normal contract negotiations, the Parties agree to first endeavor to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association [AAA] or any other neutral organization agreed upon before having recourse in a court of law.

8.2 Mandatory Mediation Costs. The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and expenses of the mediator [Mediator], and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

8.3 Selection of Mediator. A single Mediator that is acceptable to both Parties shall be used to mediate the dispute. The Mediator will be knowledgeable in construction aspects and may be selected from lists furnished by the AAA or any other agreed upon Mediator. To initiate mediation, the initiating Party shall serve a Request for Mediation on the opposing Party. If the Mediator is selected from a list provided by AAA, the initiating Party shall concurrently file with AAA a Request for Mediation along with the appropriate fees, a list of three requested Mediators marked in preference order, and a preference for available dates.

8.3.1 If AAA is selected to coordinate the mediation [Administrator], within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file the following: a list of preferred Mediators listed in preference order after striking any Mediators to which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.

8.3.2 The Administrator will appoint or the Parties shall agree upon the highest, mutually preferred Mediator from the individual Parties' lists who is available to serve within the designated time frames.

8.3.3 If the Parties agree not to use AAA, then a Mediator, date and place for the mediation shall be agreed upon.

8.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.

8.4.1 Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

8.4.2 Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be Anon-binding@ and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed

upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

ARTICLE IX

MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, 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: *1010 Second Avenue, Suite 1100, San Diego, CA 92101* and notice to the Consultant shall be addressed to: *Boyle Engineering Corporation, 7807 Convoy Court, Suite 200, San Diego, CA 92111.*

9.2 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.

9.3 Non-Assignment. The Consultant shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

9.4 Independent Contractors. The Consultant and any Subconsultant employed by the Consultant shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Consultant concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the City concerning the end results of the performance.

9.5 Consultant and Subconsultant Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the following members of the Consultant's organization: **Richard Leja** (Project Manager). Accordingly, performance of Professional Services on the Project may not be delegated to other members of the Consultant's organization or to Subconsultants without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project without the City's prior written approval. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. Further, the City reserves the right, after consultation with the Consultant, to require any of the Consultant's employees or agents to be removed from the Project.

9.6 Covenants and Conditions. All provisions of this Agreement expressed as either covenants or conditions on the part of the City or the Consultant shall be deemed to be both covenants and conditions.

9.7 Compliance with Controlling Law. The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720 as amended in 2000 relating to the payment of prevailing wages during the design and pre-construction phases of a project, including inspection and land surveying work [Exhibit H]. In addition, the Consultant shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

9.8 Jurisdiction, Venue, and Attorney's Fees. 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. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.

9.9 Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

9.10 Integration. This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

9.11 Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

9.12 No Waiver. No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

9.13 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.

9.14 Municipal Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

9.15 Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this

Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

9.16 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

9.17 Consultant Evaluation. City will evaluate Consultant's performance of Professional Services on the Project using the Consultant Evaluation Form [Exhibit I].

9.18 Exhibits Incorporated. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

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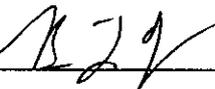
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to _____, authorizing such execution, and by the Design Professional pursuant to _____.

Dated this _____ day of _____, _____.

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

I HEREBY CERTIFY I can legally bind *Boyle Engineering* and that I have read all of this Agreement, this 3 day of March, 2008.

By  _____
Brian Jordan
District Vice President

By  _____
Philip Petrocelli
President & CEO

I HEREBY APPROVE the form and legality of the foregoing Agreement this _____ day of _____, _____.

MICHAEL J. AGUIRRE, City Attorney

By _____
Deputy City Attorney

EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City=s Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Work Force Report
 - (BB) Contract Activity Report
 - (CC) Subconsultants List
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - ADA/Title 24 Consultant Certification
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - California Labor Code section 1720
- Exhibit I - Consultant Evaluation Form

ATTACHMENTS

- 1 Certification of Local Agency
- 2 Certification of Consultant

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EXHIBIT A

SCOPE OF SERVICES

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City of San Diego – I-5/Sorrento Valley Road Project Report and Environmental Document Exhibit A – Scope of Services March 2008

Introduction

The City of San Diego (City) has requested professional engineering services from Boyle Engineering Corporation (Boyle) to prepare a Project Report (PR) and Environmental Document (ED) for the proposed Interstate 5 (I-5)/Sorrento Valley Road Interchange Improvements Project (Project). This Scope of Services was based upon discussions with City, Caltrans and SANDAG staff and other consultants working on nearby projects.

In completing the Project Report, improvements to the existing interchange configuration and the relocation of the existing Coaster Station are to be considered. Some of the objectives include removal of the at grade rail crossing, minimizing impacts to property and the Coaster Station, and general improvements to the existing traffic operations through changes to roadway geometrics, lane configurations and intersection signalization. The limits of the Project are shown on Figure 1.

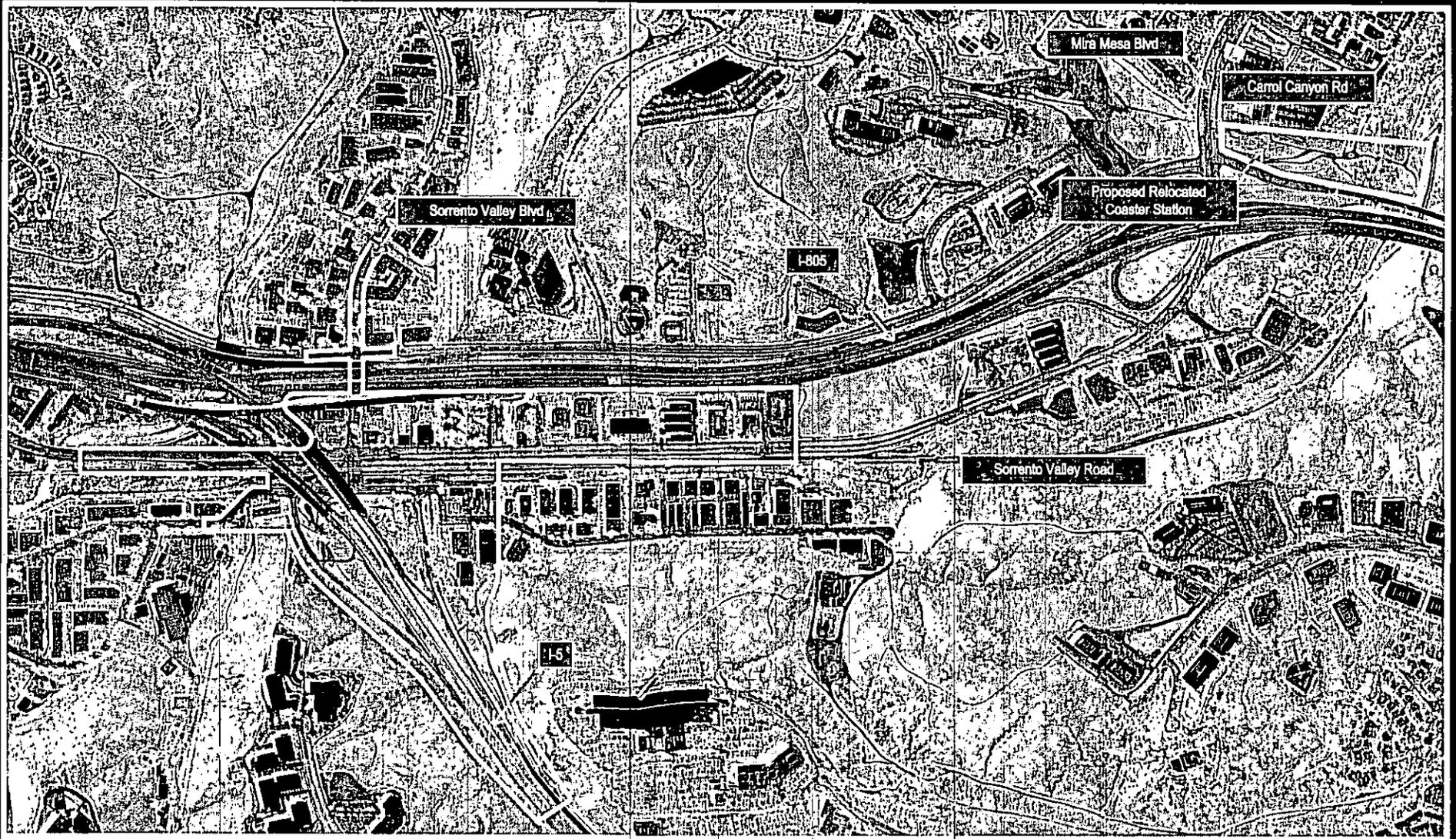
The Environmental Document will assess the impacts of the various alternatives developed in the PR and assist in determining the preferred alternative. Additionally, a community outreach component will be provided to inform the public and various stakeholders of the proposed alternatives and to gather feedback for consideration in determining the preferred alternative.

Tasks listed below are assumed to be lump sum unless otherwise indicated. Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated herein. However, if the actual total effort required is different from the assumptions presented herein, both the City and Boyle agree to revise the scope and fee accordingly.

Our Scope of Services is organized into the following main tasks (i.e. milestones).

- Task 100.10 – Project Management – PA & ED Component
- Task 160.05 – Review and Update Project Information
- Task 160.10 – Perform Engineering Studies
- Task 160.15 – Prepare Draft Project Report
- Task 160.20 – Project Control Surveys, Mapping & Initial Land Net Mapping for PR
- Task 160.30 – Develop Environmental Study Request (ESR)
- Task 165.05 – Perform Environmental Scoping and Select Alternatives for Study
- Task 165.10 – Perform General Environmental Studies
- Task 165.15 – Perform Biological Studies
- Task 165.20 – Perform Cultural Resources Studies
- Task 165.25 – Prepare and Approve Draft Environmental Document (DED)
- Task 175.05 – Circulate DED
- Task 175.10 – Prepare for and Hold Public Hearing

H:\S0000000\01\00001617\Contract\2007 Submittals\Exhibits\Figure 1 - Proposed APE.dwg, Layout1, 4/2/2008 11:06:10 AM, thrautberger, Boyle



Proposed APE

I-5/Sorrento Valley Road Interchange
Project Limits
Figure 1

**0B City of San Diego – I-5/Sorrento Valley Road
Project Report and Environmental Document
Exhibit A – Scope of Services**

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- Task 175.15 – Respond to Public Comments and Correspondence
- Task 175.20 – Select Preferred Alternative
- Task 180.05 – Prepare and Approve Project Report
- Task 180.10 – Prepare and Approve Final Environmental Document
- Task 180.15 – Complete Environmental Compliance

Task 100.10 – Project Management – PA & ED Component

100.10.05 – PA & ED Component Initiation and Planning

- A. Attend initial coordination and kick-off meetings with City and Caltrans staff.
- B. Gather and review available data from various sources including:
 - Digital topography mapping (City/Caltrans)
 - Digital files from Project Study Report (URS Corporation/Caltrans)
 - Digital files for I-5/Genesee Avenue Interchange (Kimley-Horn)
 - Existing utility maps (utility companies/City)
 - Record drawings of existing improvements (City/Caltrans)
 - I-5 North Coast traffic data (Wilson & Co.)
 - I-5 North Coast environmental layers (Caltrans)
 - I-805/Lusk Boulevard Direct Access Ramps (DAR) geometrics and mapping (Berryman & Henigar)
 - I-5/SR-56 Connectors traffic data and other project information (City)
 - Coastal Rail Trail alignment information (URS Corporation/City)
 - Geotechnical data from I-5/I-805 merge project (CalTrans)
 - Geotechnical data from I-5/Genesee Avenue Interchange project (CalTrans)
 - Traffic report for Carroll Canyon – Mira Mesa Blvd
 - Geometrics for North Coast, including the braided ramps and the Voigt DAR (CalTrans)
 - Carroll Canyon and DAR alignments (CalTrans)
 - Existing rail alignment and the preliminary double track alignment (SANDAG)
- C. Load digital files obtained above. Check for completeness, format, units, etc. Plot these files for use on the project. CADD work required to convert units, fix file formats, translate coordinates, or otherwise correct any significant deficiencies is considered additional work.
- D. Prepare a Project Base Map from the data collected, initially using the existing topography mapping. The Base Map will include topography, other ongoing improvements as provided above, existing centerlines of ramps and local streets, and

**0B City of San Diego – I-5/Sorrento Valley Road
Project Report and Environmental Document
Exhibit A – Scope of Services**

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known utilities. Distribute the Base Map and relevant data to team members for use on the Project.

D.1 Prepare a Project Base Map, in accordance with the above task, for the proposed area for the relocation of the Coaster Station.

- E. Develop Project Development Team (PDT) roster and distribute to the PDT members.
- F. Develop project website to be used for exchange of data between team members and agencies. Maintain the project website throughout the life of the project, including uploading relevant meeting notes and CADD files.
- G. Develop detailed schedule of the activities identified to complete the PA & ED, including Boyle's tasks, agency tasks, agency reviews, etc. Schedule will include start and finish dates, logical links between tasks to identify critical path activities, etc.
- H. Prepare a quality management plan for the PA & ED phase.
- I. Develop a risk management plan for the PA & ED phase. Maintain the risk management plan with input from the PDT throughout the project.

100.10.10 – PA & ED Component Execution and Control (Time & Materials)

- A. Attend regular PDT meetings for this project (assume 36 meetings). Prepare agenda, draft meeting notes, and action item list. Distribute draft minutes and action item list for review and comment, then finalize and distribute them.
- B. Attend monthly PDT meetings for the I-5/Genesee Avenue Project (assume 30 meetings).
- C. Attend monthly I-5 North Coast meetings (assume 10 meetings).
- D. Attend biweekly coordination meetings with City staff (assume 50 meetings).
- E. Attend other coordination meetings with City, Caltrans, SANDAG, MTS, NCTD, etc. as requested by the City within the allocated hours identified in Exhibit 'B'.
- F. Attend other meetings as requested by the City, for example with property owners or business community representatives within the allocated hours identified in Exhibit 'B'.
- G. Update and maintain the project schedule regularly or when requested by the City. This scope assumes five major schedule updates and other ongoing, minor adjustments as required. Major updates are considered to be changes to the project WBS and CPM logic.
- H. Conduct project management activities such as invoicing, filing, submitting City-required contracting reports, etc.
- I. Management of sub consultants.

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Task 160.05 – Review and Update Project Information

160.05.05 – Review Approved PID

- A. Distribute the approved PSR to all team members. Review the Project Study Report (PSR) and evaluate the alternatives that were recommended in the PSR for further study.
- B. Prepare an assessment summarizing positive features and drawbacks of the seven active PSR alternatives, taking into consideration issues such as cost, effectiveness in achieving the project goals, constructability, right-of-way impacts, known environmental issues, utilities, etc.

160.05.10 – Review Geotechnical Information

- A. Review prior geotechnical studies, topographical mapping, geologic maps, aerial photos, and the recently completed evaluation of an ancient landslide in the project vicinity. Determine whether this information affects the feasibility of any of the proposed alternatives.
- B. Load and incorporate existing geologic hazards and other relevant geotechnical resources into the Project Base Map.

160.05.15 – Review Materials Information (Included in 160.05.10)

160.05.20 – Review Traffic Data and Forecasts

- A. *Traffic Sub:* Obtain and review available traffic data and studies for adjacent improvement projects in the area surrounding the Project study area, including the I-5 North Coast HOV/ Managed Lanes (Direct Access Ramps Local Circulation System Impacts Study), I-805 Corridor Improvements, I-5/SR 56 interchange, and the I-5/Genesee Avenue interchange. Coordinate with agencies and consultants to determine the appropriate traffic model for use on this project.

160.05.25 – Review Geometrics

- A. Develop preliminary layouts of two new project alternatives, one being the ‘Two Tee’ intersection alternative presented in the proposal;
 - A.1 and the other being the Coaster Station relocation alternative.
- B. Prepare an assessment summarizing positive features and drawbacks of the new alternatives, taking into consideration issues such as cost, effectiveness in achieving the project goals, constructability, right-of-way impacts, known environmental issues, utilities, etc. Submit the alternatives assessment to the PDT in the form of a letter report.
- C. Prepare a decision matrix listing all alternatives (from the PSR and new ones, one of which is the relocation of the Coaster Station) plus the No-Build, and rating each alternative with regard to cost, traffic, environmental, Right-of-Way impacts, known utility impacts, constructability, etc.

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- D. Arrange, prepare for, attend, and document a half-day workshop with the PDT to agree on which alternatives should be carried forward for the PR and ED. It is intended that remaining PSR alternatives and new alternatives will be reviewed at this meeting. The intent of this meeting is to select a maximum of four (4) Project alternatives, including the relocation of the Coaster Station, for further study (in addition to the No-Build). Document PDT discussions and decision-making.

160.05.30 – Review Project Scope

- A. Complete a field reconnaissance of the Project vicinity to develop a project photographic log and observe existing field conditions. A hard copy photographic log will be prepared and available for review at various meetings.
 - A.1 Complete a field reconnaissance, in accordance with the above task, for the vicinity of the relocation of the Coaster Station.
- B. Arrange, attend, and document a Caltrans Field Review of the project site.
 - B.1 Arrange, attend, and document a Caltrans Field Review of the Coaster Station relocation site.
- C. Review project description, purpose and need as defined in the approved PSR. Revise the project description, purpose and need and submit the revisions to the PDT. Revisions will take into account factors such as additional proposed improvements (such as the I-805/Lusk Boulevard DARs) or changed site conditions.
- D. Develop a preliminary Area of Potential Effect (APE) map for use in determining the limits of environmental technical studies. Distribute the preliminary APE map to PDT members.
 - D.1 Develop a preliminary APE map, in accordance with the above task, for the relocation of the Coaster Station.

160.05.35 – Review Project Cost Estimates

- A. Review previous cost estimates prepared for the PSR alternatives. Identify any major changes such as escalation for time, changed site conditions, etc. and update the estimates once for the seven (7) active alternatives for purposes of the alternatives assessment.
- B. Prepare preliminary “ballpark” estimates for two new project alternatives. “Ballpark” estimates will be single page in length and based on high level measurements available from the concepts for the new alternatives. These estimates will include the one already identified during the proposal phase; and
 - B.1 the relocation of the Coaster Station.

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Task 160.10 – Perform Engineering Studies

160.10.10 – Prepare Traffic Forecasts/Modeling

- A. *Traffic Sub:* Coordinate with and document existing conditions and 2030 No Build analyses currently underway for the I-5 North Coast HOV/ Managed Lanes Study. These efforts will be coordinated and documented for this project. These ongoing efforts will need to be supplemented by an additional and more focused assessment of the existing at-grade rail crossing at Sorrento Valley Boulevard and the Coaster Station located along Sorrento Valley Road. This rail crossing directly influences traffic operations within the study area and will be the focus of subsequent improvement options. Further traffic data collection and more detailed analysis under both existing and 2030 No Build conditions will be required to adequately identify and account for all related issues. This task focuses on the additional effort required to evaluate and document the existing and 2030 No Build conditions with respect to the impacts of the existing at-grade rail crossing.
- B. *Traffic Sub:* Assemble rail operations data from NCTD for existing Project area network and identify supplemental data collection requirements.
- C. *Traffic Sub:* Develop Synchro network model to evaluate the performance of the Project area circulation system under existing conditions, including rail interactions. Intersections and arterials to be included in this analysis include:

Sorrento Valley Ramp Improvement Alternatives

1. I-5 Northbound off-ramp / Roselle Street
2. I-5 Southbound on-ramp / Roselle Street
3. Sorrento Valley Boulevard / Roselle Street
4. Sorrento Valley Boulevard / Vista Sorrento Parkway
5. Sorrento Valley Boulevard / Sorrento Valley Road
6. Carmel Mountain Road/Sorrento Valley Road (No-Build only)

Coaster Station Relocation

7. Sorrento Valley Road / I-805 SB Off-Ramps
8. Sorrento Valley Road / I-805 SB On-Ramps
9. Sorrento Valley Boulevard / Mira Mesa Boulevard / Vista Sorrento Parkway / I-805 NB Off-Ramps
10. Vista Sorrento Parkway / I-805 NB ramps
11. Mira Mesa Boulevard / Scranton Road
12. Mira Mesa Boulevard / Lusk Drive

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13. Oberlin Drive / Scranton Road

- D. *Traffic Sub:* Conduct existing conditions intersection and circulation system performance analysis. SYNCHRO will be used as the network analysis platform to evaluate the intersection operations under existing conditions. Rail influences and operations at this level will be evaluated using delay estimation based on current and future train crossing times, station dwell times, and signal interruptions at proximate intersections.

A.1 – D.1. In accordance with the above tasks, prepare traffic forecasts and modeling for the relocation of the Coaster Station.

- E. *Traffic Sub:* Conduct 2030 No Build conditions intersection and circulation system performance analysis including influences associated with the existing at-grade rail crossing.
- F. *Traffic Sub:* Prepare Preliminary Draft and Draft Task Technical Reports documenting the Existing and 2030 No Build traffic analyses for project team, City of San Diego, Caltrans, and local agency review and comment. The Draft Report will be submitted for wider agency review after the first review and comment on the Preliminary Draft by the members of the PDT. Five (5) copies each of the Preliminary Draft Report and fifteen (15) copies of the revised Draft Report will be submitted.
- G. Coordinate with the City and Caltrans in order to achieve consensus on the proposed traffic volumes for the project.

160.10.15 – Prepare Geometric Plans for Project Alternatives

- A. Develop geometric plans at 1"=40' scale for each alternative selected for further study. It is assumed that four Project alternatives will be carried forward to this level of detail. Preliminary geometric concept plans will include preliminary typical sections, roadway alignment, lane configurations, lane widths, roadway profile, grading, retaining wall and structure locations, existing right-of-way boundaries and known utility constraints. Project site constraints will be analyzed to help develop the geometric alternatives. Preliminary geometrics will be presented for review and discussion in a large exhibit format showing all pertinent geometric data. Also shown will be the forecasted traffic volumes and turning movements as developed by the project Traffic Engineer. Input from structural engineers will be obtained with regard to abutment locations, column locations and maximum expected structure depth to accurately develop preliminary geometrics. Alignment work within the State right-of-way will be designed in CAICE and drafted in Microstation.
- A.1 Develop geometric plans, in accordance with the above task, for the relocation of the Coaster Station, which is one of the four Project alternatives.
- B. Prepare digital terrain model using new topography mapping. Prepare grading model for each alternative, determine limits of grading, and calculate mass earthwork quantities.

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- B.1 Prepare digital terrain model, in accordance with the above task, for the relocation of the Coaster Station.
- C. Analyze construction staging requirements for the four (4) alternatives. Identify critical features such as extraordinary costs, R/W requirements, or impacts on the Project's Area of Potential Effect (APE).
 - C.1 Analyze construction staging requirements, in accordance with the above task, for the relocation of the Coaster Station, which is one of the four (4) alternatives.
- D. Based on the proposed grading limits and construction staging requirements, update the APE map and distribute it to the PDT.
 - D.1 Update the relocation of the Coaster Station APE map, in accordance with the above task.
- E. Submit the geometric plans for agency review. Meet with the City and Caltrans to obtain comments.
- F. Revise and resubmit the geometrics based on agency comments.

160.10.20 – Perform Value Analysis

- A. Perform a formal value analysis process on the four proposed alternatives. The process used will follow the Value Analysis and Value Metrics approach as outlined below. Receiving consensus at each step will ensure consensus at the completion of the process.
 - 1. Review and Refine the Project's Purpose and Need.
 - 2. Identify the project's functions relative to the Purpose and Need
 - 3. Develop Project Performance Attributes and Requirements
 - a. Identify Potential Performance Attributes and Requirements
 - b. Clearly Define Each Attribute and Requirement
 - c. Develop/define parameters and scales for Each Performance Attribute
 - 4. Determine relative importance of each criterion (weighting scale) in meeting the project's purpose and need
 - 5. Review each alternative to understand the scope, impact and issues associated with each alignment
 - 6. Evaluate each alignment and document
 - a. That it meets the project requirements and purpose and need
 - b. How well it addresses the Performance Attributes
 - 7. Brainstorm each alternative to identify potential improvements
 - 8. Evaluate ideas to determine variations to alignments that need to be considered
 - 9. Reevaluate alignments based on changes
 - 10. Revalidate Project Purpose and Need
 - 11. Determine locally preferred alignment and area of potential impact

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12. Document the study results

160.10.25 – Perform Hydraulics / Hydrology Study

- A. Conduct hydrology for the existing interchange and tributary areas. Prepare hydrology maps indicating the basin outlines, sizes, C-values etc.
 - A.1 Conduct hydrology, in accordance with the above task, for the existing Coaster Station relocation area.
- B. Evaluate existing and planned roadway and cross drainage systems to accommodate future design flows for each PR alternative. Recommend additional drainage facilities. The preliminary hydraulics/hydrology study will be developed to assist with the Project's Storm Water Data Report as described below. Submit the hydraulics/hydrology study for agency review.
 - B.1 Evaluate existing and planned drainage systems, in accordance with the above task, for the relocation of the Coaster Station, which is one of the four Project Alternatives.
- C. Update the hydraulics/hydrology study once based on agency comments.

160.10.30 – Develop Highway Planting Design Concepts

- A. *Landscape Sub:* Coordinate with environmental team to identify likely requirements such as restoration areas, native revegetation requirements, storm water quality basins, and other major factors that could affect the highway planting concepts.
- B. *Landscape Sub:* Prepare a highway planting design concepts map and sketches of proposed aesthetic treatments for each PR alternative. Submit the maps for agency review.
 - B.1 Prepare a planting design concept, in accordance with the above task, for the relocation of the Coaster Station, which is one of the PR alternatives.
- C. *Landscape Sub:* Update the maps once based on agency comments.
- D. *Landscape Sub:* Complete landscape design for two (2) alternatives; the relocation of the Coaster Station and a combination of the remaining three (3) alternatives.

160.10.35 – Perform Traffic Operational Analysis

- A. *Traffic Sub:* Utilize the VISSIM operations analysis to describe freeway operations and interactions with off-system conditions, including freeway merge/diverge, weaving, basic freeway sections, ramp metering, and ramp terminal intersections. This level of analysis will be applied to a maximum of two (2) alternatives, one of which is the relocation of the Coaster Station, for purposes of refining and documenting key traffic operational findings and results.

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- B. *Traffic Sub:* VISSIM pre-coding can be accomplished with SYNCHRO for the existing conditions network. This task assumes adjustment to the network for signal system coding and network geometry. This task also includes aerial photograph preparation and manipulation for use within the VISSIM platform.
- C. *Traffic Sub:* The existing conditions VISSIM network will be calibrated against existing PM peak hour queues and volume counts for the ramps, major arterials, and intersections in the project area.
- D. *Traffic Sub:* A maximum of two (2) concepts, one of which is the relocation of the Coaster Station, will be coded and constructed for analysis in VISSIM using SYNCHRO as a preprocessor for the first generation. Additional coding and adjustments will be made to the network. Optimized signal timing output from SYNCHRO will be incorporated into the VISSIM model.
- E. *Traffic Sub:* The performance analysis of the network will include both AM and PM peak hour operations of the study area. The analysis of performance results from VISSIM will include queue lengths, delay, and density. Analysis results will be reviewed and enhancements to the preferred concept will be identified.

A.1 – E.1. Perform each above task for the relocation of the Coaster Station.

160.10.40 – Review and Update Right of Way Data Sheet

- A. Prepare a right-of-way exhibit map and Right-of-Way Data Sheet for the four selected Project alternatives, to reflect existing property boundaries, and the Project footprint dictated by the alternative's preliminary geometrics. The Right-of-Way Data Sheet for each alternative will be included as an attachment to the Draft Project Report.
 - A.1 Prepare a right-of-way exhibit map, in accordance with the above task, for the relocation of the Coaster Station, which is on of the four selected Project alternatives.

160.10.45 – Re-assess Utility Impacts

- A. Using record drawings and survey data obtained above, plot existing utilities within the project limits.
 - A.1 Plot existing utilities within the vicinity of the relocation of the Coaster Station.
- B. Plot Project Base Maps and send one map to each utility company and request verification of the plotted existing utility features. At the same time, request plans for any new utility facilities planned for the Project area.
 - B.1 Perform the above task for the relocation of the Coaster Station.
- C. Prepare a utility exhibit map and Utility Data Sheet for each alternative, to reflect existing property boundaries, existing utility facilities, and the Project footprint dictated by the alternative's preliminary geometrics. The Utility Data Sheet for each alternative will be included as an attachment to the Draft Project Report.

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C.1 Prepare a utility exhibit map and Utility Data Sheet, in accordance with the above task, for the relocation of the Coaster Station, which is one of the alternatives.

160.10.50 – Perform Railroad Study

- A. Evaluate the Project's impacts to railroad operations and railroad Right of Way. Both temporary construction impacts and permanent improvements will be considered. Identify required owner/operator/agency approvals and permits for the proposed work.
- B. Prepare a letter report summarizing the findings of the railroad study. Submit the report to the agencies for review.
- C. Revise the report once based on agency comments.

160.10.55 – Perform Multi-Modal Study

- A. Conduct a review of temporary construction and permanent impacts as well as possible improvements to pedestrian facilities, bicycle facilities, transit facilities, etc.
 - A.1 Conduct a review, in accordance with the above task, for the relocation of the Coaster Station.
- B. Prepare a report summarizing the findings of the multi-modal study. Submit the report to the agencies for review.
- C. Revise the report once based on agency comments.

160.10.60 – Perform Park & Ride Study (Not Included)

160.10.65 – Perform Relinquishment & Vacation Study (Not Included)

160.10.70 – Perform Traffic Studies

- A. *Traffic Sub:* Develop and evaluate four (4) Project alternatives for future year 2030 AM and PM peak hour conditions. One of the four (4) Project alternatives is assumed to be the relocation of the Coaster Station to Carroll Canyon. For this alternative, an expanded study area is assumed, along with additional study requirements to evaluate train station access, circulation patterns, and associated impacts on the adjacent roadway network, including Sorrento Valley Interchange. Coordinate with the SANDAG modeling process to provide initial traffic forecasts and subsequently refine and develop peak hour turn movements. It is anticipated that not every alternative will need to be modeled by SANDAG, only those discrete alternatives that will likely have an impact on study area circulation and travel patterns will be modeled.
- B. *Traffic Sub:* Coordinate with SANDAG in revising the regional model to include discrete interchange alternatives and other sub-area network revisions as necessary to reflect the intent of the alternatives development. It is anticipated that SANDAG will provide up to three (3) network assignments for evaluation.

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- C. *Traffic Sub:* Review and adjust Build model outputs using calibration against existing conditions variance data and related study area forecast data. Establish proposed ADT volumes for arterial links in the project area. Develop final daily traffic volumes (roadway segment level) for review and final approval by City of San Diego and Caltrans staff. Coordinate with other projects to maintain the continuity of the estimated traffic volumes in the corridor.
- D. *Traffic Sub:* Develop AM and PM peak hour turning movement projections for the Project area roadway segments and intersections. Coordinate with other projects to maintain continuity between projects in the corridor.
- E. *Traffic Sub:* Revise existing 2030 No Build network data bases to evaluate the performance of the study area circulation system for the various 2030 Build alternatives.
- F. *Traffic Sub:* Conduct Build conditions intersection and circulation system performance analysis using SYNCHRO.
- G. *Traffic Sub:* Develop feasible circulation system improvement strategies to mitigate identified deficiencies and recommend preferred improvements concepts.
- H. *Traffic Sub:* Develop and evaluate an improvement concept(s) for a mid-term (10-year) time horizon to assist in both the phasing of a preferred alternative(s) and the identification of near-term improvement options. This task assumes a maximum of two (2) mid/near-term alternatives, one of which is the relocation of the Coaster Station, and associated model coordination, ADT forecasting, turning movement development, and analysis.
- I. *Traffic Sub:* Conduct analysis of construction traffic associated with each of the project alternatives. The analysis will document short-term traffic impacts and mitigation requirements associated with construction-related roadway closure and/or detour plans.
- J. *Traffic Sub:* Prepare Preliminary Draft and Draft Technical Reports documenting the 2030 Build traffic analysis. The Draft Report will be submitted after the first review and comment on the Preliminary Draft by the PDT. Five (5) copies of the Preliminary Draft Report and fifteen (15) copies of the revised Draft Report will be submitted.
- K. *Traffic Sub:* Develop draft and final reports to document the study process, findings, and recommendations. These report documents will include narrative, graphic illustrations and technical appendices containing detailed analysis worksheets.
- L. *Traffic Sub:* Prepare preliminary draft of the Final Traffic Analysis Report for project team, review and comment. Five (5) copies of the Preliminary Draft Report will be submitted.
- M. *Traffic Sub:* Based on comments received, prepare Draft Report for wider distribution to reviewing agencies. Fifteen copies of the Draft Report will be submitted for distribution.

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- N. *Traffic Sub:* Based on comments received from the reviewing agencies, develop the Final Report. Fifteen (15) copies of the Final Report will be submitted for distribution.
- O. *Traffic Sub:* Provide documentation support for the development of traffic operations analysis sections of the Project Report and assist in related project documentation and presentation of findings and conclusions:

A.1- O.1. Perform each above task for the relocation of the Coaster Station.

160.10.75 – Perform / Update Materials Information for PR (Included in 160.10.80)

160.10.80 – Perform / Update Geotechnical Information

- A. *Geotechnical Sub:* Complete a geological reconnaissance of the Project area in support of the PR. Compile and analyze data obtained and prepare a geotechnical report including findings and recommendations.

A.1 – Complete a geological reconnaissance, in accordance with the above task, of the Coaster Station relocation area.

160.10.85 – Prepare Structures Advance Planning Studies for New Alternatives

- A. *Structural Sub:* Prepare Advanced Planning Studies (APS) for a total of three (3) bridge structures, two (2) viaduct/flyover structures, and six (6) non-standard retaining walls. The APS will be completed in English-units and in accordance with Caltrans standards and will show the structures in plan, elevation and typical cross section views. The APS package will include the following:

1. APS
2. Preliminary Foundation Report
3. Preliminary Hydraulic Report
4. APS Checklist
5. Design Memo
6. Itemized Cost Estimate (in Caltrans 11 page format)

Items 2 and 3 will be provided by others.

A.1 – Prepare APS, in accordance with the above task, for the relocation of the Coaster Station.

- B. *Structural Sub:* Submit the APS to the agencies for review. Meet with the agencies to review comments. Revise the APS once based on agency comments.

160.10.90 – Prepare HOV Report

- A. Identify opportunities for lane configurations to accommodate HOV movement through the Project, including potential bus queue jumper lanes.

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- B. Prepare a report summarizing these opportunities including a graphic showing the locations. Submit the report to the agencies for review.
- C. Revise the HOV report once based on agency comments.

160.10.95 – Prepare/Update Preliminary Transportation Management Plan

- A. Prepare a draft preliminary Transportation Management Plan (TMP) following Caltrans guidelines. Submit the draft for review by the City and Caltrans.
 - A.1. Prepare a draft preliminary Transportation Management Plan, in accordance with the above task, for the relocation of the Coaster Station.
- B. Revise the preliminary TMP once based on agency comments received.

Task 160.15 – Prepare Draft Project Report

160.15.05 – Prepare Cost Estimates for Alternatives

- A. Complete preliminary cost estimates for each of the four (4) PR alternatives. Preliminary cost estimates will follow the Caltrans District 11 eleven-page cost estimate format, utilizing current bid price data and appropriate escalation factors. Costs for some items, such as signing and striping, will be estimated as a percentage of the total construction cost. Preliminary right-of-way unit costs will be provided by the City or Caltrans. Environmental mitigation costs will be developed in coordination with the environmental team. Submit the eleven-page estimates for agency review.
 - A.1 Complete a preliminary cost estimate, in accordance with the above task, for the relocation of the Coaster Station, which is one of the four (4) PR alternatives.
- B. Revise the estimates once based on agency comments for inclusion in the Draft PR.

160.15.10 – Prepare Fact Sheet for Exceptions to Design Standards

- A. Complete a review of Design Information Bulletin (DIB) 77 & 78 for the four PR alternatives, one of which is the relocation of the Coaster Station. Identify required design exceptions. Review these design exceptions with Caltrans to agree that Design Exception Fact Sheets (DEFS) are likely to be approvable by Caltrans for the proposed nonstandard features.
- B. Prepare a mandatory DEFS for up to three nonstandard features for the preferred alternative only.
- C. Prepare an advisory DEFS for up to three nonstandard features for the preferred alternative only.
- D. Submit the mandatory and advisory DEFS to the agencies for review. Meet to discuss comments.

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- E. Revise the DEFS and resubmit for final review and comment.
- F. Make final changes and coordinate with the agencies for signature of the DEFS.

160.15.15 – Obtain Approval of Exceptions to Encroachment Policy (Not Included)

160.15.20 – Prepare Draft Project Report

- A. Prepare Screencheck Draft Project Report
 - a. Prepare a screencheck draft Project Report in accordance with Appendix K of the *Project Development Procedures Manual* and other Caltrans standards including the following sections:
 - i. Introduction - describing the project limits, purpose, cost, program, fiscal year and project development category.
 - ii. Recommendations – for the Draft Project Report, this will include approval to publicly circulate the Draft ED and to schedule a public hearing, or recommend that an opportunity for a hearing be offered.
 - iii. Background - describing the history of the project to date. Topics such as adjacent planned projects, previous project development effort, relevant issues, community issues and the existing facility will be discussed.
 - iv. Purpose and Need – discussion of the Purpose and Need of the project proposal and alternatives. Other relevant topics in this section are regional and system planning, and traffic considerations. Boyle will coordinate with the environmental team to develop this section.
 - v. Alternatives - Information for each reasonable and feasible alternative will be provided pertaining to proposed engineering features, non-standard design features, interim features, HOV lanes, metering, CHP enforcement areas, Park and Ride facilities, utilities, planting, noise barriers, pedestrian features, cost estimates and right-of-way data will be provided. All project alternatives that were considered and rejected, and the reasons for their rejection, will be provided.
 - vi. Considerations Requiring Discussion - Topics such as hazardous wastes, value analysis, resource conservation, right-of-way issues, environmental issues, air quality conformity, and Title VI considerations will be discussed.
 - vii. Other Considerations as Appropriate - Topics such as the public hearing process, new connection approvals, permits, cooperative agreements, transportation management plan, stage construction, accommodation of oversize loads, graffiti control and other appropriate topics will be discussed.
 - viii. Programming - Information pertaining to programming and funding will be included in this section.

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- ix. Reviews - All major reviews and dates of those reviews will be provided. The reviewer will be identified and the results of the review, including resolution of any disagreements will be provided.
 - x. Project Personnel - Contact information for all team members responsible for the preparation of the Project Report will be provided.
 - xi. Attachments – List of attachments
- b. Complete a quality control review of the screencheck draft Project Report and make corrections.
 - c. Assemble and submit up to fifteen (15) copies of the screencheck draft Project Report to the PDT for review.
 - d. Meet with the PDT to obtain comments on the screencheck Draft Project report.
- B. Given PDT comments, update the screencheck Draft Project Report and prepare the second screencheck Draft Project Report.
 - C. Complete a quality control review of the second screencheck Draft Project Report and make corrections.
 - D. Assemble and submit up to thirty-five (35) copies of the second screencheck Draft Project Report to the PDT for review and for Caltrans District Circulation.

160.15.25 – Circulate, Review, & Approve Draft Project Report

- A. The PDT will review the Draft Project Report and Caltrans will complete a District Circulation of the Draft Project Report. Meet with the Project Development Team to obtain comments on the Draft Project Report.
- B. Given PDT and Caltrans District Circulation comments finalize the Draft Project Report and submit fifteen (15) copies to the Project Development Team for a final agency review. The PDT will complete a final review of the Draft Project Report to “back check” and confirm that the Draft Project Report is ready for signature.
- C. Given any PDT comments, make final corrections to the Draft Project Report and submit it to the City and Caltrans for signature. Provide one original copy of the signed Draft Project Report to the City for printing for public distribution and review.

Task 160.20 – Project Control Surveys, Mapping and Initial Land Net Mapping for PR

160.20.10 – Perform Project Control Surveys for PR

- A. *Survey/Mapping Sub:* Conduct control survey and set panels for aerial mapping.
 - A.1. Conduct control survey and set panels for aerial mapping for the relocation of the Coaster Station.

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- B. *Survey/Mapping Sub:* Conduct field surveying of surface utility features for verification of utility locations.

160.20.20 – Perform Base Photogrammetric Maps and Products for PR

- A. *Survey/Mapping Sub:* Develop color digital aerial photographs and topographic mapping showing existing conditions in the Project vicinity.
 - A.1. Develop color digital aerial photographs, etc. for the relocation of the Coaster Station.
- B. Update the 1"=40' scale Base Map for the Project showing existing features, utility facilities, proposed alternatives, etc.
 - B.1 Update the Base Map, in accordance with the above task, for the Coaster Station relocation.

160.20.35 – Perform Preliminary Boundary Determination for PR

- A. *Survey/Mapping Sub:* Conduct surveying of key monuments, property corners, etc. sufficient to establish basic control for the land net.
 - A.1 Conduct surveying, in accordance with the above task, for the relocation of the Coaster Station.
- B. *Survey/Mapping Sub:* From the field survey data and record maps, calculate property lines, rights of way, easements, etc. for the properties within the project footprint. (Title searches, associated reviews, and corresponding boundary adjustments are not included.)
 - B.1. Calculate property lines, right of way, easements, etc. for the relocation of the Coaster Station.

Task 160.30 – Develop Environmental Study Request (ESR)

160.30 – Develop Environmental Study Request (ESR)

- A. *Environmental Subs:* Prepare a Preliminary Environmental Studies (PES) Form in support of an Environmental Study Request (ESR). Submit ten (10) copies of the draft PES Form to Caltrans for review. Upon receipt of Caltrans comments, finalize the PES Form for Caltrans and FHWA signature.

Task 165.05 – Perform Environmental Scoping and Select Alternatives for Study

165.05.05 – Review Project Information

- A. *Environmental Subs:* Obtain and review information from prior stages in the project development process related to the environmental evaluation.

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165.05.10 – Perform Public and Agency Scoping Process

- A. *Environmental Subs:* Prepare and publish legal notices, and perform all public and agency participation tasks related to the overall environmental product prior to circulation of the Draft EIR/EIS, including initial coordination with the resource agencies. Prepare a draft project description (utilizing information from the project engineering team), Notice of Preparation (NOP)/Notice of Intent (NOI) and project distribution list that will be reviewed with Caltrans staff. Review comments provided by NOP respondents and received during the public scoping meeting to provide additional guidance on the scope of the Draft EIR/EIS. Submit ten (10) copies of the draft project description, NOP/NOI and project distribution list to Caltrans for review. Upon receipt of Caltrans comments, finalize those comments for the public notice. Submit one (1) copy of the public review NOP/NOI for distribution. This task does not include NOP/NOI publication, printing or mailing.

165.05.15 – Select Alternatives for Further Study

- A. *Environmental Subs:* Work with the engineering team and PDT in selecting alternative(s) for further study in the Draft EIR/EIS and Draft PR.

165.05.20 – Prepare Maps for Environmental Evaluation

- A. *Environmental Subs:* Utilizing the maps prepared by other in task 160.20.20, prepare environmental study base maps for the alternatives selected for further studies for publishing in study reports and the Draft EIR/EIS.
 - A.1. Prepare an environmental study base map for the relocation of the Coaster Station.

Task 165.10 – Perform General Environmental Studies

Environmental Subs: Conduct the technical studies listed below to determine the impacts for four (4) design alternatives, one of which is the relocation of the Coaster Station, plus the No-Build Alternative, and prepare draft and final reports for each study in accordance with City, Caltrans and FHWA requirements. At a minimum, reports will contain appropriate background information, the methodology used, the resulting data, an interpretation of the data and other available information, an impact assessment for each Alternative, and a Summary of Impacts. The studies will be in support of the required documentation for project approval under City, State and Federal environmental laws and regulations. A preliminary determination of significant impacts, significance criteria and recommended mitigation measures will accompany each report in a separate letter.

165.10.15 – Perform Community Impact, Land Use, and Growth Studies

- A. *Environmental Subs:* Perform all activities related to socioeconomic, land use and growth inducement studies for use in the environmental document, and prepare a technical document documenting study results. The studies and the reporting document will be

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prepared following Caltrans/FHWA guidelines. The Community Impact Study will include the following:

1. Identify existing conditions for community character, demographic characteristics, land use, growth policies, and public services and facilities;
2. Evaluate project alternatives for consistency with local and regional plans, as well as impacts to community cohesion, access/circulation, residential and business displacement, land use, farm land conversion, growth inducement, property values, and tax revenues;
3. Evaluate economic impact of project construction on the regional and local economy; and
4. Prepare an Environmental Justice impact analysis.

A.1. Complete all of the above tasks for the relocation of the Coaster Station.

165.10.20 – Perform Visual Impact Analysis

A. *Environmental Subs:* Perform all activities related to Visual Impact Analysis for use in the environmental document, and prepare a technical report documenting study results. The study will be prepared in accordance with FHWA guidance. The Visual Impact Analysis will include the following:

1. Perform visual inventory of the project area to identify Key Observation Points (KOPs);
2. Prepare up to three computer-generated simulations for each of up to four alternative structures (up to 11 total simulations);
3. Coordinate with City and Caltrans on community design and scenic issues; and
4. Identify potential impacts and significant impacts, with particular attention to areas of substantial grading, fill and especially large cut-slopes.

A.1. Perform all of the above tasks for the Visual Impact Analysis of the relocation of the Coaster Station.

165.10.25 – Perform Noise Study

A. *Environmental Subs:* Perform activities related to noise impact analysis for use in the environmental document, and prepare a technical report documenting study results. Any and all field measurements and operations shall be in direct compliance with procedures and guidelines outlined in the Technical Noise Supplement (TeNS), dated October 1998, Caltrans. All noise analyses shall be in accordance with Caltrans' October 1998 Traffic Noise Analysis Protocol (Protocol) and FHWA practices. The Noise Study will include

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the following:

1. Identify receiver locations in the project area that could be exposed to traffic, train station, and parking lot noise impacts, including both human and wildlife receivers (wildlife issues will be reported in the Natural Environment Study);
2. Measure existing sound levels at locations in potentially affected noise sensitive areas, while at the same time counting traffic and measuring traffic speed; measure train, train station, and parking lot noise levels;
3. Use the contractor supplied freeway/interchange CAD models of the existing and future project conditions, including roadway lanes, new Coaster Station location, receiver locations, and existing terrain, to create a three-dimensional, scaled reference coordinate system for both existing and future project conditions;
4. Calibrate traffic noise model using the measured sound level data, actual traffic counts and geometric features from the CAD model for existing conditions;
5. Determine traffic noise impacts based on the traffic noise modeling results for existing and future year conditions, using City, State and FHWA noise abatement criteria for human receivers, sensitive wildlife and habitat (wildlife issues will be reported in the Natural Environment Study); and
6. Determine if combined roadway, additional train, and parking lot noise impacts would occur based on the noise modeling results for existing and future year conditions of the new Coaster Station; and
7. Prepare preliminary noise abatement design where traffic noise impacts are identified, including an assessment of whether the abatement is feasible and reasonable to be included in the Project. Prepare reasonable/feasible assessments (or Noise Abatement Decision Reports).
8. The Noise Report shall strictly follow the guidelines and format shown on Page N-166 of the TeNS. The noise report should document the procedures followed, the data, the results and, if appropriate, the findings and conclusions. The report shall include all information necessary to adequately and efficiently support the results, and/or findings or conclusions, e.g., tables, graphs, exhibits, input and output data from the noise model maps, data, pictures, references, bibliography, certification statement(s), etc.

A.1. Perform all of the above tasks for the Noise Analysis of the relocation of the Coaster Station.

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165.10.30 – Perform Air Quality Study

- A. *Environmental Subs*: Perform activities related to air quality impact analysis for the Project in accordance with applicable City of San Diego, Caltrans and FHWA requirements for use in the environmental document, and prepare a technical report documenting the study results. The study will include NEPA, CEQA, and Conformity Analysis, including CO, PM_x, construction emissions analysis, and other HOT SPOT studies, and will be in conformance with current additions of State, Caltrans, and Federal standards. The study will address and analyze air quality impacts from both project construction and operation, based on the Traffic Studies prepared for the Project. *SRA* will use the latest Air Resources Board (ARB) emissions factors program in the analysis. For intersections where the Project will require further evaluation, *SRA* will conduct CALINE4 modeling. The EMFAC2002 model for emission factors will be used, and the steps taken to select receptors used in the modeling will be documented in the report. In addition to the above, the air quality analysis and report will:

1. Identify sensitive receptors and analysis locations;
2. Collect existing CO data;
3. Perform micro-scale modeling to predict future pollutant concentrations with no project and applicable alternatives at appropriate intersections and roadway segments;
4. Verify Federal Clean Air Act conformity of the Project, coordinate with regional and air quality agencies to obtain concurrence in the conformity status of the project, and carry out additional conformity-related activities, if necessary, including regional modeling of additional alternatives and recommendation for RTP and/or RTIP revisions; and
5. Develop estimates of effectiveness for alternative mitigation measures.

A.1. Perform all of the above tasks for the Air Quality Study of the relocation of the Coaster Station.

165.10.35 – Prepare Water Quality Studies

- A. Prepare a Storm Water Data Report (SWDR) for each PR alternative. The SWDR long form is expected to be developed and will contain information related to site data, storm water quality design issues, proposed design pollution prevention BMPs, permanent treatment BMPs, temporary construction site BMPs, and maintenance BMPs. Submit the SWDRs to the agencies for review.
- A.1. Prepare a Storm Water Data Report, in accordance with the above task, for the relocation of the Coaster Station, which is one of the PR alternatives.
- B. Revise the SWDRs once based on agency comments.

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- C. Coordinate with environmental subs to provide information for the environmental document.

165.10.40 – Perform Energy Studies

- A. *Environmental Subs:* Perform activities related to energy impact analysis from project operation for use in the environmental document, and prepare a technical report documenting study results. The Energy Studies will include the following:
 - 1. Predict future energy use with no project and all applicable alternatives; and
 - 2. Verify applicability of energy-related laws and regulations to the project and design of drainage facilities.

A.1. Perform the above tasks for the energy study of the relocation of the Coaster Station.

165.10.50 – Perform Preliminary Site Investigation for Hazardous Waste

- A. *Geotechnical Sub:* Complete a geological investigation of the Project area in support of the ED. Review available environmental maps, reports, historical photos, and regulatory agency databases and files for an area extending 1,000 feet from the project boundaries. Perform a site reconnaissance to visually identify areas of potential contamination, not including the interiors of buildings. When investigations are complete, prepare a Phase I Initial Site Assessment (ISA) report to document findings.

A.1. Complete a geological investigation, in accordance with the above task, of the Coaster Station relocation area.

- B. Coordinate with environmental subs to provide information for the environmental document.

165.10.55 – Prepare Draft Right of Way Relocation Impact Document

- A. *Environmental Subs:* Perform activities related to relocation impact analysis for use in the environmental document, and prepare a technical report documenting study results. The study will address and analyze relocation impacts from project construction. The Relocation Study will include the following:
 - 1. Identify project location, describe project impact and replacement areas and determine amount of potential displacements (if any), including estimates of the number of displaced businesses, structures and employees by project alternative;
 - 2. Identify types of impacts (full, part, access/circulation, parking), owner/tenant status of businesses, building condition, age of structure, and minority-owned businesses;
 - 3. Identify comparable replacement area and general relocation resources, as

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appropriate, and identify current market availability and estimated future availability;

4. Identify special and/or hardship relocation problems which may include marginal businesses, minority-owned businesses, lack of market availability, or other unique issues, such as access needs or conditional use permits; and
5. Recommend mitigation measures and resources.
6. Prepare Draft Right of Way Relocation Impact Document

A.1. Prepare a draft right of way relocation impact document, in accordance with the above task, for the relocation of the Coaster Station.

- B. Right of Way Acquisition Sub: Complete a valuation estimate for each alternative, one of which is the Coaster Station relocation. It is assumed that 8 commercial or industrial properties will be affected by each of the alternatives. The acquisitions will involve partial takes, requiring valuation of the entire property, the portion to be acquired, and damages and benefits, if any.

B.1. Prepare a right of way acquisition estimate for the relocation of the Coaster Station.

165.10.60 – Prepare Location Hydraulic / Floodplain Study Report

- A. Prepare a Location Hydraulics and Floodplain study for two bridge locations crossing Soledad Creek. Submit the study for agency review.
- B. Update the Location Hydraulics and Floodplain study once based on agency comments.
- C. Coordinate with environmental subs to provide information for the environmental document.

165.10.65 – Perform Paleontology Study

- A. *Environmental Subs:* Perform tasks related to the identification and evaluation of paleontological resources within the Project's APE boundary and prepare a technical report documenting study results. The Paleontology Study will include the following:

1. Identify geologic strata potentially affected by project related activities (including borrow sites, cuts and haul roads) and assessment of its potential to contain significant paleontological resources;
2. Literature search of paleontological resources in the region;
3. Consult with paleontologists with expertise in the region; and
4. Develop preliminary mitigation plan, if necessary.

A.1. Prepare a paleontology study, in accordance with the above task, for the

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relocation of the Coaster Station.

Task 165.15 – Perform Biological Studies

165.15 – Perform Biological Studies

- A. *Environmental Subs:* Perform all activities related to preparing Biological Studies for the project in accordance with State and Federal protocols/ procedures. The Biological Studies will include the following:
1. Perform tasks related to endangered species and other studies required to complete a Natural Environment Study (NES), including focused surveys for the California gnatcatcher, least Bell's vireo, clapper rail, and rare plants;
 2. Perform tasks related to identifying, studying project effects on and determining mitigation for wetlands in the project area, and prepare a Wetlands Study report;
 3. Perform formal resource agency consultation and coordination required to complete biological studies; and
 4. Based on information developed in the NES and Wetlands Study reports, prepare a Biological Assessment for Section 7 Consultation.
 5. Biological resources surveys for the resource agencies are typically good for a 2-year period. We assume that the protocol surveys for gnatcatcher, least Bell's vireo, clapper rail, and rare plants, and the general vegetation surveys and wetland delineation conducted at the beginning of the project would be updated one time during the life of the project. A letter report would be prepared with the updated results.
- A.1. Perform a biological study, in accordance with the above task, for the relocation of the Coaster Station.

Task 165.20 – Perform Cultural Resource Studies

165.20 – Perform Cultural Resource Studies

- A. *Environmental Subs:* Perform studies and prepare reports related to cultural resources (prehistoric archaeology, historic archaeology and historic architecture) to meet the requirements of CEQA, Section 5024 of the Public Resources Code (PRC), NEPA, and Section 106 of the National Historic Preservation Act. The Cultural Resource Studies will include the following:
1. Prepare Area of Potential Effect (APE) map for archaeology;

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2. Conduct Native American consultation;
3. Perform records and literature search;
4. Conduct field survey;
5. Prepare Archaeological Survey Report (ASR);
6. Perform Phase I Archaeological Studies;
7. Prepare preliminary APE map for architecture;
8. Prepare Historic Resources Evaluation Report for archaeology;
9. Prepare Historic Resources Evaluation Report for architecture;
10. Prepare final APE maps;
11. Perform PRC 5024.5 consultation; and
12. Prepare Historic Property Survey Report (HPSR)/Determination of Eligibility.

A.1. Perform a cultural resources study, in accordance with the above task, for the relocation of the Coaster Station.

- B. *Environmental Subs:* Complete Phase II Archaeological Studies, including Native American consultation, preparation of a Phase II proposal, field investigations, analysis of recovered materials, and preparation of a Phase II report.

Task 165.25 – Prepare and Approve Draft Environmental Document

165.25.05 – Prepare Draft Environmental Document

- A. *Environmental Subs:* Prepare the Draft EIR/EIS in accordance with the Caltrans standard format for a combined EIR/EIS and the criteria, standards and procedures of the California Environmental Quality Act (CEQA). The ED will be prepared in accordance with Caltrans and FHWA standard format, following NEPA in addition to CEQA. All documentation will be prepared in conjunction with the formatting and content guidelines provided on the Caltrans Standard Environmental Reference (SER) website. The Draft EIR/EIS will include the following major chapters:

- Summary,
- Purpose of and Need for Project,
- Project Alternatives,
- Affected Environment, Environmental Consequences, and Avoidance, Minimization and/or Mitigation Measures,

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- Cumulative Impacts,
 - California Environmental Quality Act Evaluation,
 - Summary of Public/Agency Involvement Process/Tribal Coordination,
 - Mitigation and Monitoring Commitments,
 - List of Preparers,
 - Distribution List, and
 - References.
- B. *Environmental Subs:* Prepare the Project Alternatives chapter to address the No-Build Alternative plus four Build alternatives, one of which is the relocation of the Coaster Station. The alternatives will be addressed in the technical studies and evaluated at an equal level of detail in the Affected Environment, Environmental Consequences, and Avoidance, Minimization and/or Mitigation Measures chapter.
- B.1. Prepare a chapter, in accordance with the above task, for the relocation of the Coaster Station.
- C. *Environmental Subs:* Each environmental topic will be addressed in the Affected Environment, Environmental Consequences, and Avoidance, Minimization and/or Mitigation Measures chapter. The environmental topics will be grouped under the headings Human Environment, Physical Environment and Biological, and will be subdivided into five subsections: Regulatory Setting; Affected Environment; Impacts (including permanent, temporary, direct, and indirect); Avoidance, Minimization and/or Mitigation Measures; and Cumulative Impacts. Prepare the impact analysis and mitigation measures mindful of City, Caltrans and FHWA procedures and regulations. For each environmental issue addressed in the joint EIR/EIS, a conclusion will be clearly drawn as to whether or not the impact would have an adverse affect. All feasible mitigation measures that could be carried out to reduce or eliminate the adverse effects of the proposed project will be identified.
- D. *Environmental Subs:* The mitigation measures identified in the EIR/EIS will be clearly linked to a specific impact. The mitigation measures will be worded as conditions that can be readily applied to discretionary actions and clearly monitored. The "who, what, when, where, and how" will be identified in each measure. As such, the mitigation measures and monitoring components can be easily summarized in the document's Mitigation and Monitoring Commitments chapter. Where mitigation measures exist, but are considered infeasible, the joint EIR/EIS will contain a discussion of the reasons upon which the finding of infeasibility is based.
- E. *Environmental Subs:* The EIR/EIS and associated technical studies will assemble available data, originate new studies and provide an assessment of the probable short- and

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long-term direct, indirect and cumulative impacts of the proposed project. The existing conditions of each issue will be based on existing data, site reconnaissance and newly generated information, as appropriate. A complete list of all documents used to generate the existing conditions, impacts and mitigation measures will be included at the end of the EIR/EIS.

F. *Environmental Subs:* The scope of each of the major issues anticipated to be included in the environmental analysis chapter is summarized below:

1. *Land Use:* The proposed project includes a Coastal Development Permit. The land use analysis will describe the current land uses and evaluate the project alternatives' consistency with existing state, regional and local plans and policies, including the City of San Diego General Plan, Torrey Pines Community Plan and Local Coastal Program, University Community Plan and Local Coastal Program, MSCP Subarea Plan, Environmentally Sensitive Lands Regulations, and Historical Resources Regulations. The EIR/EIS will include a plan-to-plan and plan-to-ground analysis. The land use section will also address compatibility with adjacent land uses and intensities of development, with emphasis on the transition between proposed land uses and adjacent development, either existing or planned. The EIR/EIS will also evaluate how the project would implement any applicable goals and policies of these land use programs, such as bicycle facilities.
2. *Growth:* This EIR/EIS section will be based on the Community Impact Study. The Community Impact Study will identify existing growth policies, evaluate the project alternatives' potential for growth inducement, and recommend appropriate mitigation. The EIR/EIS discussion will summarize the results of the study and identify feasible mitigation measures by which growth inducement impacts may be mitigated, if any.
3. *Community Impacts:* This EIR/EIS section will be based on the Community Impact Study and Relocation Impact. The studies will identify existing conditions for community character, demographic characteristics, land use, and public services and facilities. The studies will evaluate project alternatives for consistency with local and regional plans, as well as impacts to community cohesion, access/circulation, residential and business displacement, Environmental Justice, land use, farmland conversion, property values, and tax revenues. The studies will also evaluate the economic impact of project construction on the regional and local economy. Finally, the Community Impact Study will include an Environmental Justice impact analysis and recommend mitigation measures to benefit low-income and minority populations. The EIR/EIS

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discussion will summarize the results of the studies and identify feasible mitigation measures.

4. *Utilities/Emergency Services:* This EIR/EIS section will evaluate and document the availability of emergency services and utilities to the site. The EIR/EIS discussion will evaluate the project alternatives' potential impacts on entities that provide utilities and emergency services in terms of capability to meet the demand. The focus will be in the following areas: police, fire, emergency medical service, sewer, and water. Each of the entities providing these services will be contacted to determine what impacts the proposed project could have on their ability to meet the needs of the EIR/EIS service area and what, if any, impacts construction may have on their facilities in the area. Mitigation measures will be included to assure that any identified needs are met.
5. *Traffic and Transportation/Pedestrian and Bicycle Facilities:* This EIR/EIS section will be based on the traffic studies. The traffic analysis will evaluate the potential effects of the project alternatives on local roadways under project, opening year and long-term conditions. To assess direct project impacts, the level of service (LOS) at study intersections and segments will be calculated under existing conditions and compared to the LOS under project alternatives (existing plus project). Then these LOS results will be compared with the LOS that will result from the additional traffic generated by approved cumulative projects in the area (opening year) with and without the project alternatives. Long-term impacts will be based on an evaluation of the Year 2030 traffic conditions that would occur with and without the project alternatives. In this way, direct impacts from the project will be distinguished from cumulative impacts. In addition to analyzing impacts on local intersection and roadway segments, the traffic analysis will also evaluate access issues and bicycle facilities related to the project alternatives. Recommendations will be made regarding project alternatives. The EIR/EIS discussion will summarize the results of the traffic studies.
6. *Visual/Aesthetics:* This EIR/EIS section will be based on the Visual Impact Analysis. The visual analysis will evaluate the impact of the project alternatives on the existing landform and aesthetic quality of the surrounding area. The visual impact of the project alternatives from public vantage will be addressed with photo simulations. The visual quality analysis will also analyze project grading and evaluate the impacts associated with alteration of the existing landform. The Visual Impact Study will identify the potential for significant impacts, if any, and identify appropriate mitigation measures. Computer generated simulations

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will be prepared by the Environmental Sub. The EIR/EIS discussion will summarize the results of the Visual Impact Study and identify feasible mitigation measures.

7. *Cultural Resources*: This EIR/EIS section will be based on the cultural resource studies. The cultural resources studies will include Native American consultation; a records and literature search; field survey of the project alternatives; and preparation of an Archaeological Survey Report, Phase I Archaeological Report, Historic Resources Evaluation Reports, and Historic Property Survey Report. The potential for the proposed project to have a significant effect on cultural resources and appropriate mitigation measures, if any, will be identified. The EIR/EIS discussion will summarize the results of the cultural resource studies and identify feasible mitigation measures.
8. *Hydrology and Floodplains*: This EIR/EIS section will be based on the Location Hydraulic and Floodplain Study prepared by the engineering team. The study will evaluate the potential impact of the project alternatives on Sorrento Valley Creek and flooding. The study for the Coaster Station relocation alternative will evaluate the potential impact on Carroll Canyon Creek. The EIR/EIS discussion will summarize the results of the study, identify the potential for significant impacts and identify appropriate mitigation measures, if any.
9. *Water Quality and Storm Water Run-off*: This EIR/EIS section will be based on the water quality studies prepared by the engineering team. The studies will identify receiving waters, their regulatory status, and their uses; collect existing water quality information; predict future pollutant concentration from the project alternatives; verify applicability of Sole Source Aquifer, NPDES and other laws and regulations the project alternatives and design of drainage facilities; and develop estimates of effectiveness for alternative drainage facilities and mitigation measures. The EIR/EIS discussion will summarize the results of the water quality studies, identify the potential for significant impacts and identify appropriate mitigation measures, if any, including construction and post-construction best management practices.
10. *Geology and Soils*: This EIR/EIS section will be based on the Geotechnical Study prepared by the geotechnical sub consultant. The study will identify the geological conditions of the project alternatives, existing conditions, constructability issues, and preliminary information such as cut and fill slope ratios. The EIR/EIS discussion will summarize the results of the geotechnical report, identify the potential for significant impacts and identify feasible mitigation measures that can be implemented

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when final grading plans and building plans are prepared.

11. *Paleontology*: This EIR/EIS section will be based on the Paleontology Study. The study will evaluate paleontological impacts based on the geologic strata potentially affected by project alternatives, literature review and consultation with paleontologists in the region. The potential for significant paleontological impacts will be identified and a preliminary mitigation plan will be developed, if appropriate. The EIR/EIS discussion will summarize the results of the study and identify mitigation measures, as appropriate.
12. *Hazardous Waste and Material*: This EIR/EIS section will be based on the Preliminary Site Investigation for Hazardous Waste prepared by the Geotechnical sub consultant. The study will evaluate the potential impact of hazardous materials on the project alternatives, based on historic land uses and a review of the County Hazardous Materials Management Division's list of hazardous materials sites. The EIR/EIS discussion will summarize the results of the study and identify mitigation measures, as appropriate.
13. *Air Quality*: This EIR/EIS section will be based on the Air Quality Study. The study will evaluate the air quality impact from both project construction and operation for the project alternatives. The study will identify sensitive receptors, collect existing CO data, predict future pollutant concentrations, verify Federal Clean Air Act conformity, and develop estimates of effectiveness for alternative mitigation measures. The EIR/EIS discussion will summarize the results of the study and identify mitigation measures, as appropriate.
14. *Noise*: This EIR/EIS section will be based on the Noise Study. The study will evaluate noise impacts from both project construction and operation for the project alternatives. The study will identify sensitive receiver locations, measure existing sound levels, determine traffic noise impacts for existing and future year conditions, and prepare a preliminary noise abatement design for identified traffic noise impacts. The EIR/EIS discussion will summarize the results of the study and identify mitigation measures, as appropriate.
15. *Energy*: This EIR/EIS section will be based on the Energy Study. The energy impact analysis will predict the future energy use of the project alternatives and verify the applicability of energy-related laws and regulations to the project alternatives and design of drainage facilities. The EIR/EIS discussion will summarize the results of the study.
16. *Biological Environment*:

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A) This EIR/EIS section will be based on the biological studies. The biological studies will present the results of the general biological survey, focused plant and animal surveys and formal wetland delineation for project alternatives; map vegetation communities and sensitive biological resource locations; identify direct, indirect and/or cumulative impacts that could result to sensitive habitat; recommend feasible mitigation measures; and prepare a Biological Assessment Report, Wetlands Study and Natural Environment Study Report. The EIR/EIS discussion will summarize the results of the biological studies, including quantification of impacts to biological habitat and sensitive species, if any, and will identify feasible measures by which biological impacts may be mitigated.

B) Develop conceptual revegetation plans to offset impacts to disturbed areas and to native vegetation communities. The plan shall include a planting palette, planting densities and spacing, planting methods, irrigation requirements, success criteria, and long-term monitoring and maintenance plans.

- G. *Environmental Subs:* The EIR/EIS will include a comprehensive analysis of cumulative impacts. Working with City staff, define issue study areas and identify known, reasonably foreseeable projects within those areas for inclusion in the cumulative impact analysis. In addition, mitigation measures for cumulatively significant impacts will be discussed.
- H. *Environmental Subs:* Prepare a chapter addressing CEQA Evaluation. This chapter will include determining significance under CEQA, discussion of significant impacts, and mitigation measures (avoidance, minimization and compensation measures for significant impacts under CEQA). In addition, this chapter will include a description of any impacts that exceed the City of San Diego's Significance Thresholds and the degree, if any, that the project has been modified to minimize or avoid those impacts.
- I. *Environmental Subs:* Compile supporting documents into a separate volume(s) to be referred to as the Appendices. The Appendices will include the NOP/NOI, responses to the NOP/NOI and all technical reports generated for this EIR/EIS.
- J. *Environmental Subs:* Upon completion of the Preliminary First Administrative Draft EIR/EIS, the following external quality control reviews will be conducted by the consultant team: Technical Specialist Review, Peer Review, and Technical Edit Review. The Environmental Sub will rely on the subconsultants responsible for their separate technical reports to conduct the necessary technical specialist reviews of those documents. Following the external quality control review, submit ten (10) copies of the First Administrative Draft EIR/EIS and Technical Appendices to the City and Caltrans for review. Since Caltrans is the Lead Agency for CEQA, this will be the extent of City

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review of the environmental document, other than comments during the public review period.

165.25.10 – Prepare Section 4(f) Evaluation

- A. *Environmental Subs:* Prepare a Section 4(f) Evaluation for historic properties, if necessary. No publicly owned public parks, recreational areas or wildlife or waterfowl refuges are anticipated.

165.25.20 – Conduct Environmental Quality Control and Other Reviews

- A. *Environmental Subs:* This scope assumes that the review process to be followed is as defined in the SER for Environmental Impact Statements under the SAFTEA-LU NEPA Pilot Program MOU dated July 1, 2007 and the Memorandum dated July 2, 2007 entitled “Environmental Document Quality Control Program under the NEPA Pilot Program”, in particular the process documented on the External Certification form. Upon receipt of City and Caltrans comments, prepare a Second Administrative Draft EIR/EIS addressing City and Caltrans comments. Submit ten (10) copies of the Second Administrative Draft EIR/EIS and Technical Appendices in track changes to Caltrans for Division of Environmental Analysis (DEA) review, along with a completed Environmental Document Review Checklist and External Certification form so that Caltrans can certify that the required quality control reviews have been satisfactorily completed and that the environmental document meets all Caltrans and FHWA requirements. Caltrans will conduct a District Quality Control Review consisting of concurrent Technical Specialist Review, NEPA Quality Control Review, and Oversight Coordinator and Environmental Branch Chief review of this document.
- B. *Environmental Subs:* Upon receipt of DEA comments on the Second Administrative Draft EIR/EIS, prepare a Third Administrative Draft EIR/EIS addressing DEA comments. Submit ten (10) copies of the Third Administrative Draft EIR/EIS in track changes and final Technical Appendices to Caltrans to ensure comments were incorporated.
- C. *Environmental Subs:* Upon receipt of any DEA comments on the Third Administrative Draft EIR/EIS, prepare a Fourth Administrative Draft EIR/EIS addressing DEA comments. Submit ten (10) copies of the Fourth Administrative Draft EIR/EIS in track changes and final Technical Appendices to Caltrans for concurrent District Headquarters and Legal Division review. Also prepare and submit a revised copy of the Environmental Document Review Checklist for Draft EIR/EIS.
- D. *Environmental Subs:* Upon receipt of District Headquarters/Legal comments on the Fourth Administrative Draft EIR/EIS, prepare a Fifth Administrative Draft EIR/EIS and a Notice of Completion (NOC). Submit ten (10) copies of the Fifth Screencheck Draft EIR/EIS in track changes, final Technical Appendices and NOC to Caltrans for review.

165.25.25 – Obtain Approval to Circulate

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- A. *Environmental Subs:* Upon receipt of Caltrans Headquarters/Legal comments on the Fifth Screencheck Draft EIR/EIS, coordinate with District staff to resolve any substantive issues remaining. Submit ten (10) copies of the Final Administrative Draft EIR/EIS to Caltrans for a final NEPA compliance QA/QC check prior to circulation.

165.25.30 – Perform Environmental Coordination

- A. *Environmental Subs:* Provide overall management of the EIR/EIS and coordinate with City and Caltrans staff. This will include management of project-specific environmental resources, schedules, and information, and coordination of the studies required for the EIR/EIS. Coordination will be through meetings, phone calls and written correspondence. Written records of important decisions reached by City and Caltrans staff during this coordination will be maintained. Minutes will be prepared for important meetings to document the issues discussed, decisions made, follow-up action required, and persons in attendance

Task 175.05 – Circulate DED

175.05 – Circulate DED

- A. *Environmental Subs:* Update the existing project's mailing list and prepare the distribution list for all interested individuals, groups or governmental agencies. Prepare the Notice of Availability (NOA) of the Draft EIR/EIS and Notice of Public Hearing for Caltrans review. Upon receipt of Caltrans comments, those comments will be finalized for the public notices. Submit one (1) copy of the NOA and Notice of Public Hearing to Caltrans for publication and distribution. This task does not include printing or mailing of the NOA or Notice of Public Hearing. It is assumed that Caltrans will publish the NEPA NOA in the Federal Register and publish the CEQA NOA in the San Diego Union Tribune.

Task 175.10 – Prepare for and Hold Public Hearing

175.10 – Prepare for and Hold Public Hearing

- A. *Environmental Subs:* Prepare displays for the Public Hearing. It is assumed that the City will make arrangements for the Public Hearing. The public hearing for this project will be held in an open house format with no formal presentation or question/answer session.
 - A.1. Prepare for a public hearing, in accordance with the above task, for the relocation of the Coaster Station.
- B. *Environmental Subs:* Complete additional public outreach as directed by the City.

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Task 175.15 – Respond to Public Comments and Correspondence

175.15 – Respond to Public Comments and Correspondence

- A. *Environmental Subs:* Prepare Response to Comments that will include detailed written responses to written comments received during public review and the Public Hearing. This will entail reading and numbering all comments, as well as assigning comments to members of the Environmental Consulting Team, and possibly to City staff. In addition, the effort to respond to these comments is not expected to require new fieldwork or substantial new analysis, such as computer modeling. Persons who comment on the Draft EIR/EIS would be listed on the first page of the Final EIR/EIS section, and responses would be placed side-by-side with the comment letter. Comments would be numbered sequentially. Since the level of effort to complete this task cannot be known at this time, it is based on preparing responses to a reasonable number of comments.

Task 175.20 – Select Preferred Alternative

175.20 – Select Preferred Alternative

- A. Prepare a decision matrix rating the PR alternatives with regard to public input, cost, traffic, environmental impacts, Right-of-Way impacts, utility impacts, constructability, and the other issues studied during the Draft PR.
- B. Arrange, prepare for, attend, and document a half-day workshop with the PDT to select the preferred alternative. Document PDT discussions and decision-making.

Task 180.05 – Prepare and Approve PR

180.05.05 – Update Draft Project Report

- A. Given PDT and public review comments, update the Draft Project Report and prepare the Draft Final Project Report.
- B. Complete a quality control review of the Draft Final Project Report and make corrections. Assemble and submit up to fifteen (15) copies of the Draft Final Project to the PDT for review.
- C. Meet with the Project Development Team to obtain comments on the Draft Final Project Report.

180.05.10 – Review and Approve Project Report

- A. Given PDT and Caltrans District Circulation comments, update the Draft Final Project Report and prepare the Final Project Report.

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- B. Complete a quality control review of the Final Project Report and make corrections. Assemble and submit up to thirty-five (35) copies of the Final Project Report to the PDT for review and for Caltrans District Circulation.
- C. The PDT will review the Final Project Report and Caltrans will complete a District Circulation of the Final Project Report. Meet with the Project Development Team to obtain comments on the Final Project Report.
- D. Given PDT and Caltrans District Circulation comments finalize the Final Project Report and submit fifteen (15) copies to the Project Development Team for a final agency review. The PDT will complete a final review of the Final Project Report to “back check” and confirm that the Final Project Report is ready for signature.
- E. Given any PDT comments, make last minute corrections to the Final Project Report and submit it to the City and Caltrans for signature. Provide one original copy of the signed Final Project Report to the City for printing. Both hard copy and electronic versions of the PR will be provided.

Task 180.10 – Prepare and Approve Final Environmental Document

180.10.05 – Prepare and Approve FED

- A. *Environmental Subs:* Prepare a draft Final EIR/EIS, including Response to Comments, the Mitigation Monitoring and Reporting Program (MMRP), and revisions to the text of the Draft EIR/EIS that may be warranted on the basis of public comments. No additional technical reports or surveys will be conducted. Prepare the MMRP consistent with Public Resources Code Section 21081.6. As mentioned previously, mitigation measures in the EIR/EIS will clearly identify the “who, what, when, where, and how” to implement the mitigation requirements. In this way, the monitoring and reporting program can be easily established. Submit ten (10) copies of the draft Final EIR/EIS, Response to Comments and MMRP to the City and Caltrans for review. Upon incorporation of City and Caltrans comments, it is assumed that the Final EIR/EIS, Response to Comments and MMRP will receive final approval.
- B. *Environmental Subs:* In association with Caltrans legal counsel, prepare the Candidate CEQA Findings for the Caltrans. The Candidate Findings will clearly identify the significant environmental impacts resulting from development of the preferred alternative and conclude whether the impacts would be mitigated to below a level of significance, or whether mitigation is the responsibility of another agency. Where mitigation measures or alternatives may exist, but are not considered feasible, the basis for this conclusion will be clearly stated in the Candidate Findings. The Candidate Findings will also identify feasible alternatives considered by Caltrans that could reduce the adverse impacts, but are not being proposed. Submit ten (10) copies of the draft Candidate Findings to the

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Caltrans for review. Upon receipt of Caltrans comments, the Candidate Findings will be finalized.

- C. *Environmental Subs:* If significant unmitigated impacts are identified in the EIR/EIS, prepare the draft Statement of Overriding Considerations (SOC) in association with Caltrans legal counsel. The draft statement will contain a discussion of the social, economic or other factors that serve as the basis for Caltrans approving the preferred alternative. Work with Caltrans staff and legal counsel to develop a defensible list of considerations. Detailed calculations of economic benefits are not included in this scope. Submit ten (10) copies of the draft SOC to Caltrans for review. Upon receipt of Caltrans comments, the SOC will be finalized.
- D. *Environmental Subs:* Finalize the Section 4(f) Statement, if necessary. Submit ten (10) copies of the final Section 4(f) Statement to Caltrans for review. Upon receipt of Caltrans comments, the Section 4(f) Statement will be finalized.
- E. *Environmental Subs:* Prepare the Floodplain Only Practicable Alternative Finding (PAF). Submit ten (10) copies of the draft Floodplain Only PAF to Caltrans for review. Upon receipt of Caltrans comments, the Floodplain Only PAF will be finalized.
- F. *Environmental Subs:* Prepare the Wetlands Only Practicable Alternative Finding (PAF). Submit ten (10) copies of the draft Wetlands Only PAF to Caltrans for review. Upon receipt of Caltrans comments, the Wetlands Only PAF will be finalized.
- G. *Environmental Subs:* Finalize the MMRP for the preferred alternative.

180.10.10 Public Distribution of FED

- A. *Environmental Subs:* Submit fifty (50) copies of the Final EIR/EIS, Response to Comments, MMRP, Candidate Findings, and SOC to the City for distribution to responding agencies, organizations and interested parties. Provide the City and Caltrans with one (1) CD-ROM each of the Final EIR/EIS in PDF Format. This task does not include distribution of the Final EIR/EIS.
- B. *Environmental Subs:* Prepare Response to Comments on the Final EIR/EIS. Submit ten (10) copies of the draft Response to Comments on the Final EIR/EIS to the City and Caltrans for review. Prepare and submit an annotated FHWA Checklist for Final EIR/EIS. Upon receipt of City and Caltrans comments, the Response to Comments on the Final EIR/EIS will be finalized.

Task 180.15 – Complete Environmental Compliance

180.15.05 Prepare and Approve Record of Decision (NEPA)

- A. *Environmental Subs:* Prepare the Record of Decision (ROD). Submit five (5) copies of the draft ROD to Caltrans for review. Upon receipt of Caltrans comments, the ROD will

be finalized. This task does not include distribution of the ROD.

180.15.10 Prepare Notice of Determination (CEQA)

- A. *Environmental Subs:* Prepare the Notice of Determination (NOD). Submit five (5) copies of the draft NOD to Caltrans for review. Upon receipt of Caltrans comments, the NOD will be finalized. This task does not include filing of the NOD.

180.15.20 Prepare/Update Summary of Environmental Commitments

- A. *Environmental Subs:* Update the Summary of Environmental Commitments (e.g., MMRP). Submit ten (10) copies of the updated Summary of Environmental Commitments to the City and Caltrans for review. Upon receipt of City and Caltrans comments, the Summary of Environmental Commitments will be finalized.

Other Direct Costs

Other direct costs will be charged at actual cost and at the rates specified in 'Exhibit B – Compensation and Fee Schedule'.

Assumptions

1. This scope includes studying the following alternatives at different milestones:
 - a. The seven (7) active PSR alternatives (S1, S4, S4A, S4B, S4C, S5 and S8), two (2) new alternatives, one of which is the relocation of the Coaster Station, and the No-Build Alternative for preliminary evaluation by the PDT (see Task 160.05.25).
 - b. Four design alternatives, one of which is the relocation of the Coaster Station, and the No-Build Alternative for the Draft PR and ED
 - c. One preferred alternative for the Final PR and ED (see Task 175.20)
2. It is assumed that agencies and other engineering firms will provide the data listed above (in data collection under Task 100.10.05) in a timely manner.
3. It is assumed that the project duration will be 40 months from contract execution. For regular meetings such as PDT meetings, this scope assumes 12 meetings per year (36 total). If the project duration is extended, the City agrees to renegotiate fees for lump sum work that has not yet been completed, in order to take into account escalation in wage rates.
4. It is assumed that Caltrans will be the Lead Agency under CEQA and that environmental processing through the City will be limited to processing comments for the first screen check and responding to comments during public review.

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5. This scope does not include field surveying of existing features such as bridge columns or soffits, which may be required in order to check clearances, depending on the alternatives selected.
6. This scope does not include preliminary design or environmental analysis of adjacent project features such as the I-805/Lusk Boulevard DARs, the I-5/Genesee Avenue Interchange, braided ramps and auxiliary lanes proposed along I-5, the Coastal Rail Trail, or the ongoing I-5/I-805 improvements. These features will be taken into account when completing preliminary design or environmental analysis of proposed improvements within the scope of this project to the level of available information for these improvements at the time of the document development. Additional engineering or analysis of the I-805/Lusk DARs, I-5 braided ramps, auxiliary lanes, etc. may be added to this scope of work at a later date.
7. The hydrology/hydraulics study does not include analysis of major watersheds such as Soledad Creek or Penasquitos Creek.
8. Based on discussions with the PDT, the project units are assumed to be English. Future conversion of mapping and other work products to metric units is not included in this scope.
9. This scope of work does not include obtaining construction permits, railroad agreements, utility agreements, or other permitting/approval tasks other than those specifically described.
10. The City of San Diego and Caltrans will be responsible for printing, distributing and/or filing all notices, including the Notice of Preparation/Notice of Intent (NOP/NOI), Notice of Completion (NOC), Record of Decision (ROD), and Notice of Determination (NOD); making the necessary publication arrangements; distributing the Notice of Availability (NOA) for public review; distributing the Draft EIR/EIS for public review; and distributing the Final EIR/EIS to responding agencies, organizations and interested individuals.
11. The City of San Diego will obtain all right of entry permits and notify owners, as necessary for the engineering and environmental work.
12. Consistent with the professional standard of care and unless specifically provided herein, Boyle shall be entitled to rely upon the accuracy of data and information provided by the City or others without independent review or evaluation.
13. Throughout this scope the term “cost estimate” is used to indicate an Opinion of Probable Cost. Any such estimate prepared by Boyle represents its judgment as a design professional and is based on the historical data available at the time of the estimate.
14. Electronic data delivered to the City is for the City’s convenience and shall not include the professional stamp or signature of an engineer or architect. The City agrees that Boyle shall not be liable for claims, liabilities or losses arising out of, or connected with the decline of accuracy or readability of electronic data due to inappropriate storage conditions or duration.
15. In providing its services hereunder, Boyle shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such

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is present in connection with the project. Boyle will, however, contract with a subconsultant for an Initial Site Assessment in support of the ED. In the event that the City becomes aware of the presence of asbestos or hazardous material at the jobsite, the City shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify Boyle, who shall then be entitled to cease any of its services that may be affected by such presence, without any liability to Boyle arising therefrom.

16. Studies do not include subsurface work such as borings, groundwater investigation, etc.

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EXHIBIT B

COMPENSATION AND FEE SCHEDULE

Compensation for the professional services described in Exhibit A shall be made on a Lump Sum basis with partial payment being due for any portions of the work completed during the billing period. Labor costs, subconsultant fees, and all other direct costs will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. Invoices shall be formatted to include the percentage of completion and corresponding billing amount for each of the phases of work described as follows:

PHASE NUMBER AND DESCRIPTION	INCLUDED TASKS	PHASE AMOUNT
0001 – Project Management	100.10.05 – 100.10.10	\$481,141
0002 – Review & Update Project Information	160.05.05 – 160.05.35	\$117,978
0003 – Perform Engineering Studies	160.10.10 – 160.10.95	\$822,367
0004 – Prepare Draft Project Report	160.15.05 – 160.15.25	\$225,390
0005 – Project Control Surveys, Mapping, & Initial Land Net Mapping for PR	160.20.10 – 165.20.35	\$101,929
0006 – Perform Environmental Scoping & Select Alternatives for Study	160.30.00 – 165.05.20	\$68,094
0007 - Perform Environmental Studies	165.10.15 – 165.20.00	\$492,515
0008 – Prepare, Approve, & Circulate Draft ED	165.25.05 – 175.20.00	\$479,797
0009 – Final Project Report	180.05.05 – 180.05.10	\$84,012
0010 – Final ED & Complete Environmental Compliance	180.10.10 – 180.15.20	\$123,527
Total Fee		\$2,996,750

The above amounts for each phase include labor, materials, subconsultant fees, and all other direct costs. The attached detailed fee schedule is attached for reference only and is solely for the purpose of establishing the percentage complete for the above phases on each invoice.

Exhibit B - Compensation and Fee Schedule

1-5 / Sorrento Valley Road
 Project Report / Environmental Document
 SD-S04-430-00

City of San Diego
 PM: Frank Gaines

000587

Task Description	Personnel Hours											Budget				
	Managing Eng. (CF)	Principal Eng. (RL)	Senior Planner (BB)	Associate Eng. (KH)	Assistant Eng. (AF)	Design Super. (JM)	Senior Designer (GE)	Designer/CADD (MR)	Clerical (VG)	Accounting (SB)	Total Hours	Labor	Sub-Consultants	Boyle ODC	Total Non-Labor	Total
100.10.05 – PA & ED Component Initiation and Planning																
A. Hold Initial Coordination and Kick-off Meetings	4	4		8					1		17	\$ 2,642	\$ 616		\$ 616	\$ 3,258
B. Gather and Review Available Data			30	12	40				2		86	\$ 8,871	\$ -		\$ -	\$ 8,871
C. Load, Check, and Plot Digital Files		4		4			30		1		39	\$ 4,604	\$ -		\$ -	\$ 4,604
D. Prepare Project Base Map		1		4			20	45	1		71	\$ 7,174	\$ -		\$ -	\$ 7,174
D.1 Prepare Project Base Map for the Coaster Station Relocation		1		4			20	45	1		71	\$ 7,174	\$ -		\$ -	\$ 7,174
E. Develop Project Development Team (PDT) Roster				2					1		3	\$ 302	\$ -		\$ -	\$ 302
F. Develop/Maintain Project Website for Exchange of Data				30			40		45		115	\$ 10,974	\$ -		\$ -	\$ 10,974
G. Develop Detailed Schedule of PA & ED Activities		2	20	2					1		25	\$ 3,052	\$ -		\$ -	\$ 3,052
H. Prepare Quality Management Plan	2	8		2					2		14	\$ 2,335	\$ -		\$ -	\$ 2,335
I. Develop and Maintain Risk Management Plan	8	40		2					4		54	\$ 9,892	\$ -		\$ -	\$ 9,892
Subtotal	14	62	50	70	40	-	110	90	59	-	495	\$ 57,020	\$ 616	\$ -	\$ 616	\$ 57,636
100.10.10 – PA & ED Component Execution and Control (T&M)																
A. Attend Regular PDT Meetings (Assume 36 Meetings)	30	144		200					30		404	\$ 59,508	\$ 13,290		\$ 13,290	\$ 72,798
B. Attend Monthly I-5/Genesee PDT Meetings (Assume 30 Meetings)	16	30		30					5		81	\$ 13,076	\$ -		\$ -	\$ 13,076
C. Attend Monthly I-5 North Coast Meetings (Assume 10 Meetings)	6	15		15					5		41	\$ 6,271	\$ -		\$ -	\$ 6,271
D. Attend Biweekly Coord. Meetings with City Staff (Assume 50 Meetings)	20	50		100					10		180	\$ 26,306	\$ -		\$ -	\$ 26,306
E. Attend Other Agency Coordination Meetings as Requested by City	16	80		40					20		156	\$ 24,814	\$ -		\$ -	\$ 24,814
F. Attend Other Meetings as Requested by City (Property Owners, etc.)	14	40		40					10		104	\$ 16,060	\$ -		\$ -	\$ 16,060
G. Update and Maintain Project Schedule (5 Major Updates)		10	40	10					10		70	\$ 8,496	\$ -		\$ -	\$ 8,496
H. Conduct Project Mgmt. (Invoicing, Filing, etc.)		120		110					240		470	\$ 52,093	\$ 138,455		\$ 138,455	\$ 190,548
I. Management of Sub Consultants	20	50		90					360		520	\$ 56,345	\$ -		\$ -	\$ 56,345
Subtotal	122	539	40	635	-	-	-	-	330	360	2,026	\$ 262,969	\$ 151,745	\$ -	\$ 151,745	\$ 414,714
160.05.05 – Review Approved PID																
A. Review PSR and Evaluate Alternatives Recommended for Further Study	3	4		12					1		20	\$ 2,892	\$ 13,705		\$ 13,705	\$ 16,597
B. Prepare Assessment (Letter Report) of up to Seven PSR Alternatives	3	4		12	4				1		24	\$ 3,232	\$ 7,699		\$ 7,699	\$ 10,931
Subtotal	6	8	-	24	4	-	-	-	2	-	44	\$ 6,124	\$ 21,404	\$ -	\$ 21,404	\$ 27,528
160.05.10 – Review Geotechnical Information																
A. Review Prior Geotechnical Studies and Landslide Evaluation		2		8					1		11	\$ 1,387	\$ 3,836		\$ 3,836	\$ 5,223
B. Incorporate Geologic Hazards into the Project Base Map		2		4			10		1		17	\$ 2,020	\$ -		\$ -	\$ 2,020
Subtotal	-	4	-	12	-	-	10	-	2	-	28	\$ 3,407	\$ 3,836	\$ -	\$ 3,836	\$ 7,243
160.05.20 – Review Traffic Data and Forecasts																
A. Review Traffic Data and Develop Baseline Assumption		1		2							3	\$ 425	\$ 3,339		\$ 3,339	\$ 3,764
Subtotal	-	1	-	2	-	-	-	-	-	-	3	\$ 425	\$ 3,339	\$ -	\$ 3,339	\$ 3,764
160.05.25 – Review Geometrics																
A. Develop Preliminary Layouts of Two New Project Alternatives	2	8		30	14		40	20	2		116	\$ 13,093	\$ -		\$ -	\$ 13,093
A.1 Preliminary Layout of the Coaster Station Relocation Alternative	2	8		20	6		30	15	2		83	\$ 9,670	\$ -		\$ -	\$ 9,670
B. Prepare Assessment (Letter Report) of New Alternatives	2	4		16	6				2		30	\$ 3,719	\$ -		\$ -	\$ 3,719
C. Prepare Decision Matrix of Alts.	2	4		12	4				2		24	\$ 3,081	\$ -		\$ -	\$ 3,081
D. Hold PDT Workshop to Agree on Four Alts. for Further Study	2	12		16			8	4	2		44	\$ 5,996	\$ 2,170		\$ 2,170	\$ 8,166
Subtotal	10	36	-	94	30	-	78	39	10	-	297	\$ 35,559	\$ 2,170	\$ -	\$ 2,170	\$ 37,729

Exhibit B - Compensation and Fee Schedule

I-5 / Sorrento Valley Road
 Project Report / Environmental Document
 SD-S04-430-00

City of San Diego
 PM: Frank Gaines

000588

Task Description	Personnel Hours										Budget					
	Managing Eng. (CF)	Principal Eng. (RL)	Senior Planner (BB)	Associate Eng. (KH)	Assistant Eng. (AF)	Design Super. (JM)	Senior Designer (GE)	Designer/CADD (MR)	Clerical (VG)	Accounting (SB)	Total Hours	Labor	Sub-Consultants	Boyle ODC	Total Non-Labor	Total
160.05.30 – Review Project Scope																
A. Complete Field Reconnaissance and Prepare Photographic Log		2		8	4		3	3	1		21	\$ 2,339	\$ 8,400		\$ 8,400	\$ 10,739
A.1 Complete Field Reconnaissance and Prepare Photographic Log for the Coaster Station Relocation		2		6	4		3	3	1		19	\$ 2,105	\$ -		\$ -	\$ 2,105
B. Arrange, Attend and Document Caltrans Field Review		2		6					1		9	\$ 1,152	\$ -		\$ -	\$ 1,152
B.1 Arrange, Attend and Document Caltrans Field Review for the Coaster Station Relocation		2		4					1		7	\$ 918	\$ -		\$ -	\$ 918
C. Review and Update Project Description, Purpose and Need		2		4					1		7	\$ 918	\$ 616		\$ 616	\$ 1,534
D. Prepare Preliminary APE Map		1		2			6		1		10	\$ 1,154	\$ 2,170		\$ 2,170	\$ 3,324
D.1 Prepare Preliminary APE Map for the Coaster Station Relocation		1		2			6		1		10	\$ 1,154	\$ -		\$ -	\$ 1,154
Subtotal		12		32	8		18	6	7		83	\$ 9,740	\$ 11,186	\$ -	\$ 11,186	\$ 20,926
160.05.35 – Review Project Cost Estimates																
A. Review and Update PSR Cost Estimates		2		16	8				2		28	\$ 3,070	\$ -		\$ -	\$ 3,070
B. Prepare "Ballpark" Estimates for One New Project Alternative		1	4	16	8				4		33	\$ 3,807	\$ -		\$ -	\$ 3,807
B.1 Prepare "Ballpark" Estimates for the Coaster Station Relocation		1	4	16	8				4		33	\$ 3,807	\$ -		\$ -	\$ 3,807
Subtotal		2	10		48	24			10		94	\$ 10,684	\$ -	\$ -	\$ -	\$ 10,684
160.10.10 – Prepare Traffic Forecasts/Modeling																
A-F. Prepare Existing / 2030 No Build Traffic Report		4		10					1		15	\$ 2,003	\$ 35,574		\$ 35,574	\$ 37,577
A.1-D.1 Prepare Existing Traffic Data for the Coaster Station Relocation		4		6					1		11	\$ 1,534	\$ 4,500		\$ 4,500	\$ 6,034
G. Coordinate with Agencies for Consensus on Traffic Volume		10		12							22	\$ 3,315	\$ -		\$ -	\$ 3,315
Subtotal		18		28					2		48	\$ 6,852	\$ 40,074	\$ -	\$ 40,074	\$ 46,926
160.10.15 – Prepare Geometric Plans for Project Alternatives																
A. Develop Geometric Plans at 1:500 Metric Scale for Three Alts.	4	16		30	15		80	150	2		297	\$ 31,808	\$ -		\$ -	\$ 31,808
A.1 Develop Geometric Plan at 1:500 Scale for the Coaster Station Relocation	4	6		10	5		30	40			95	\$ 10,691	\$ -		\$ -	\$ 10,691
B. Create Grading Model of PR Alternatives	2	4		40	20		40	120			226	\$ 23,305	\$ -		\$ -	\$ 23,305
B.1 Create Grading Model for the Coaster Station Relocation	2	2		20	10		20	60			114	\$ 11,871	\$ -		\$ -	\$ 11,871
C. Analyze Construction Staging Requirements	2	8		16							26	\$ 3,838	\$ -		\$ -	\$ 3,838
C.1 Analyze Construction Staging Requirements for the Coaster Station	2	6		4							12	\$ 2,051	\$ -		\$ -	\$ 2,051
D. Update Area of Potential Effect	2	6		2			4		1		15	\$ 2,325	\$ 1,830		\$ 1,830	\$ 4,155
D.1 Update the Area of Potential Effect for the Coaster Station Relocation	2	4		2			4		1		13	\$ 1,943	\$ 830		\$ 830	\$ 2,773
E. Geometric Review Meeting	6	8		8			2	2	1		27	\$ 4,252	\$ -		\$ -	\$ 4,252
F. Revise Geometrics	2	4		16			40	70	1		133	\$ 14,149	\$ -		\$ -	\$ 14,149
Subtotal	28	64		148	50		220	442	6		958	\$ 106,233	\$ 2,660	\$ -	\$ 2,660	\$ 108,893
160.10.20 – Perform Value Analysis																
A. Complete Value Metrics Study and Prepare Report	16	16		16	8			8	4		68	\$ 10,129	\$ 40,185		\$ 40,185	\$ 50,314
Subtotal	16	16		16	8			8	4		68	\$ 10,129	\$ 40,185	\$ -	\$ 40,185	\$ 50,314

Exhibit B - Compensation and Fee Schedule

I-5 / Sorrento Valley Road
 Project Report / Environmental Document
 SD-S04-430-00

City of San Diego
 PM: Frank Gaines

68500

Task Description	Personnel Hours											Budget				
	Managing Eng. (CF)	Principal Eng. (RL)	Senior Planner (BB)	Associate Eng. (KH)	Assistant Eng. (AF)	Design Super. (JM)	Senior Designer (CE)	Designer/CADD (MIR)	Clerical (VG)	Accounting (SB)	Total Hours	Labor	Sub-Consultants	Boyle ODC	Total Non-Labor	Total
160.10.25 – Perform Hydraulics / Hydrology Study																
A. Conduct Hydrology for Existing Interchange and Tributary Areas		4		24	44		20	1		93	\$ 9,263	\$ -		\$ -	\$ -	\$ 9,263
A.1 Conduct Hydrology for Existing Coaster Station Relocation Tributary Areas		4		24	32		20			80	\$ 8,177	\$ -		\$ -	\$ -	\$ 8,177
B. Evaluate Existing and Planned Drainage Systems and Submit Study	2	4		50	84		20	4		164	\$ 16,344	\$ -		\$ -	\$ -	\$ 16,344
B.1 Evaluate Existing and Planned Drainage Systems for the Coaster Station Relocation and Submit Study	2	4		50	84		20			160	\$ 16,073	\$ -		\$ -	\$ -	\$ 16,073
C. Revise Hydraulics/Hydrology Study		5		20	28		4	2		59	\$ 6,187	\$ -		\$ -	\$ -	\$ 6,187
Subtotal	4	21	-	168	272	-	-	84	7	556	\$ 56,044	\$ -	\$ -	\$ -	\$ -	\$ 56,044
160.10.30 – Develop Highway Planting Design Concepts																
A. Identify Environmental and Planting Requirements		2		4				1		7	\$ 918	\$ 3,142		\$ 3,142	\$ -	\$ 4,060
B. Prepare/Submit Highway Planting Design Concepts Maps		2		14				1		17	\$ 2,089	\$ 25,322		\$ 25,322	\$ -	\$ 27,411
B.1 Prepare/Submit Coaster Station Relocation Planting Design Concept Maps		2		4				1		7	\$ 918	\$ 8,441		\$ 8,441	\$ -	\$ 9,359
C. Revise the Design Concepts Maps		2		4				1		7	\$ 918	\$ 2,688		\$ 2,688	\$ -	\$ 3,606
D. Prepare Detailed Landscape Design for 2 Alternatives		4		8				2		14	\$ 1,836	\$ 19,450		\$ 19,450	\$ -	\$ 21,286
Subtotal	-	12	-	34	-	-	-	6	-	52	\$ 6,679	\$ 59,043	\$ -	\$ -	\$ 59,043	\$ 65,722
160.10.35 – Perform Traffic Operational Analysis																
A-E. Complete VISSIM Analysis (2 Alternatives)		4		10						14	\$ 1,935	\$ 23,388		\$ 23,388	\$ -	\$ 25,323
A.1-E.1 Complete VISSIM Analysis for the Coaster Station Relocation		2		8						10	\$ 1,319	\$ 4,500		\$ 4,500	\$ -	\$ 5,819
Subtotal	-	6	-	18	-	-	-	-	-	24	\$ 3,254	\$ 27,888	\$ -	\$ -	\$ 27,888	\$ 31,142
160.10.40 – Review and Update Right of Way Data Sheet																
A. Prepare R/W Exhibit Maps and R/W Data Sheets		4		16		60		10		90	\$ 11,370	\$ -		\$ -	\$ -	\$ 11,370
A.1 Prepare R/W Exhibit Map and R/W Data Sheet for the Coaster Station Relocation		4		8		36		6		54	\$ 6,940	\$ -		\$ -	\$ -	\$ 6,940
Subtotal	-	8	-	24	-	96	-	16	-	144	\$ 18,310	\$ -	\$ -	\$ -	\$ -	\$ 18,310
160.10.45 – Re-assess Utility Impacts																
A. Plot Existing Utilities		1	16	8			90	1		116	\$ 11,578	\$ -		\$ -	\$ -	\$ 11,578
A. Plot Existing Utilities in the vicinity of the Coaster Station Relocation Area		1	16	8			90	1		116	\$ 11,578	\$ -		\$ -	\$ -	\$ 11,578
B. Send Maps to Utility Companies for Verification		1	4	4				2		11	\$ 1,269	\$ -		\$ -	\$ -	\$ 1,269
B.1 Send Maps to Utility Companies for Verification for the Coaster Station Relocation Area		1	4	4				2		11	\$ 1,269	\$ -		\$ -	\$ -	\$ 1,269
C. Prepare Utility Exhibit Maps and Utility Data Sheets		2	40	20	8		60	1		131	\$ 13,866	\$ -		\$ -	\$ -	\$ 13,866
C.1 Prepare Utility Exhibit Maps and Utility Data Sheets for the Coaster Station Relocation Area		2	40	20	8		60	1		131	\$ 13,866	\$ -		\$ -	\$ -	\$ 13,866
Subtotal	-	8	120	64	16	-	300	8	-	516	\$ 53,426	\$ -	\$ -	\$ -	\$ -	\$ 53,426
160.10.50 – Perform Railroad Study																
A. Evaluate Railway Impacts		6	16	12			4	2	1	41	\$ 5,142	\$ 5,280		\$ 5,280	\$ -	\$ 10,422
B. Prepare/Submit Railroad Report	2	4	8	8			2	2	1	27	\$ 3,562	\$ 2,800		\$ 2,800	\$ -	\$ 6,362
C. Revise the Railroad Report		2	6	4			2	1		15	\$ 1,817	\$ 4,960		\$ 4,960	\$ -	\$ 6,777
Subtotal	2	12	30	24	-	-	6	6	3	83	\$ 10,521	\$ 13,040	\$ -	\$ -	\$ 13,040	\$ 23,561

Exhibit B - Compensation and Fee Schedule

I-5 / Sorrento Valley Road
 Project Report / Environmental Document
 SD-S04-430-00

City of San Diego
 PM: Frank Gaines

000590

Task Description	Personnel Hours											Budget				
	Managing Eng. (CF)	Principal Eng. (RL)	Senior Planner (BB)	Associate Eng. (KH)	Assistant Eng. (AF)	Design Super. (JM)	Senior Designer (GE)	Designer/CADD (MIR)	Clerical (VG)	Accounting (SB)	Total Hours	Labor	Sub-Consultants	Boyle ODC	Total Non-Labor	Total
160.10.55 – Perform Multi-Modal Study																
A. Review Alternative Transportation Modes and Improvements		6	16	12			2		2		38	\$ 4,801	\$ -		\$ -	\$ 4,801
A.1 Review Alternative Transportation Modes and Improvements for the Coaster Station Relocation Area		4	12	8			2		2		28	\$ 3,477	\$ -		\$ -	\$ 3,477
B. Prepare/Submit Multi-Modal Report	2	2	8	6			4	4	2		28	\$ 3,422	\$ -		\$ -	\$ 3,422
C. Revise Multi-Modal Report		2	4	6			2	2	1		17	\$ 2,035	\$ -		\$ -	\$ 2,035
Subtotal	2	14	40	32			10	6	7		111	\$ 13,735	\$ -	\$ -	\$ -	\$ 13,735
160.10.70 – Perform Traffic Studies																
A-O. Complete Detailed Traffic Studies for PR (3 Alternatives)			8		14			20	20	2	64	\$ 7,392	\$ 101,534		\$ 101,534	\$ 108,926
A.1-O.1 Complete Detailed Traffic Studies for the Coaster Station Relocation		4		10			20	20	2		56	\$ 6,159	\$ 20,172		\$ 20,172	\$ 26,331
Subtotal	-	12	-	24	-	-	40	40	4	-	120	\$ 13,551	\$ 121,706	\$ -	\$ 121,706	\$ 135,257
160.10.80 – Perform / Update Geotechnical Information																
A. Complete Geological Report (PR)		2		6					1		9	\$ 1,152	\$ 1,918		\$ 1,918	\$ 3,070
A.1 Complete Geological Report (PR) for the Coaster Station Relocation		2		6					1		9	\$ 1,152	\$ 1,918		\$ 1,918	\$ 3,070
Subtotal	-	4	-	12	-	-	-	-	2	-	18	\$ 2,304	\$ 3,836	\$ -	\$ 3,836	\$ 6,140
160.10.85 – Prepare Structures APS for New Alternatives																
A. Prepare/Submit APS for Significant Structures		4		24			12	16	2		58	\$ 6,541	\$ 80,965		\$ 80,965	\$ 87,506
A.1 Prepare/Submit APS for Coaster Station Significant Structures		4		16			8	12	2		42	\$ 4,786	\$ 23,252		\$ 23,252	\$ 28,038
B. Revise APS Once Based on Agency Comment		4		12			5	3	1		25	\$ 3,070	\$ 13,624		\$ 13,624	\$ 16,694
Subtotal	-	12	-	52	-	-	25	31	5	-	125	\$ 14,397	\$ 117,841	\$ -	\$ 117,841	\$ 132,238
160.10.90 – Prepare HOV Report																
A. Identify HOV/Bus Queue Jumper Opportunities		8	12	12			2		1		35	\$ 4,642	\$ -		\$ -	\$ 4,642
B. Prepare/Submit Report Summarizing Opportunities	2	5	8	8			2	4	1		30	\$ 3,941	\$ -		\$ -	\$ 3,941
C. Revise HOV Report		2	4	4			2	4	1		11	\$ 1,150	\$ -		\$ -	\$ 1,150
Subtotal	2	13	22	24	-	-	4	8	3	-	76	\$ 9,733	\$ -	\$ -	\$ -	\$ 9,733
160.10.95 – Prepare/Update Preliminary TMP																
A. Prepare/Submit Draft Preliminary TMP	2	10	58	16			8	8	4		106	\$ 12,994	\$ -		\$ -	\$ 12,994
A.1 Prepare/Submit Draft Preliminary TMP for the Coaster Station Relocation	2	10	58	16			8	8	4		106	\$ 12,994	\$ -		\$ -	\$ 12,994
B. Finalize Preliminary TMP		4	20	6			4	4	2		36	\$ 4,411	\$ -		\$ -	\$ 4,411
Subtotal	4	24	136	38	-	-	20	16	10	-	248	\$ 30,399	\$ -	\$ -	\$ -	\$ 30,399
160.15.05 – Prepare Cost Estimates for Alternatives																
A. Complete/Submit Preliminary Eleven-Page Cost Estimates	4	25		70	55				8		162	\$ 19,057	\$ 5,056		\$ 5,056	\$ 24,113
A.1 Complete/Submit Preliminary Eleven-Page Cost Estimate for the Coaster Station Relocation	2	8		25	20				2		57	\$ 6,726	\$ 1,979		\$ 1,979	\$ 8,705
B. Revise Cost Estimates		10		30	32				4		76	\$ 8,411	\$ -		\$ -	\$ 8,411
Subtotal	6	43	-	125	107	-	-	-	14	-	295	\$ 34,194	\$ 7,035	\$ -	\$ 7,035	\$ 41,229

Exhibit B - Compensation and Fee Schedule

I-5 / Sorrento Valley Road
 Project Report / Environmental Document
 SD-S04-430-00

City of San Diego
 PM: Frank Gaines

000591

Task Description	Personnel Hours											Budget				
	Managing Eng. (CF)	Principal Eng. (RL)	Senior Planner (BB)	Associate Eng. (KH)	Assistant Eng. (AF)	Design Super. (JM)	Senior Designer (GE)	Designer/CADD (VIR)	Clerical (VC)	Accounting (SB)	Total Hours	Labor	Sub-Consultants	Boyle ODC	Total Non-Labor	Total
160.15.10 – Prepare Fact Sheet for Exceptions to Design Standards																
A. Review DJB 77 & 78 and Coordinate Proposed DEFS with Caltrans		8		32	60				2		102	\$ 10,504	\$ -		\$ -	\$ 10,504
B. Prepare Mandatory DEFS for Preferred Alternative	2	6		16	36		12	4	4		80	\$ 8,483	\$ -		\$ -	\$ 8,483
C. Prepare Advisory DEFS for Preferred Alternative	2	4		16	36		12	4	4		78	\$ 8,101	\$ -		\$ -	\$ 8,101
D. Submit DEFS for Review and Meet to Discuss Comments		4		6	2		2	2	1		17	\$ 2,113	\$ -		\$ -	\$ 2,113
E. Revise DEFS and Resubmit for Final Review		3		16	14		12	4	2		51	\$ 5,470	\$ -		\$ -	\$ 5,470
F. Make Final Changes and Coordinate Signature of DEFS		2		4	8		6	2	1		23	\$ 2,447	\$ -		\$ -	\$ 2,447
Subtotal	4	27	-	90	156	-	44	16	14	-	351	\$ 37,118	\$ -	\$ -	\$ -	\$ 37,118
160.15.20 – Prepare Draft PR																
A. Prepare First Screencheck Draft PR	4	40		180	60		35	40	24		383	\$ 43,940	\$ 3,271		\$ 3,271	\$ 47,211
B. Prepare Second Screencheck Draft PR	4	20		90	40		15	20	12		201	\$ 22,981	\$ -		\$ -	\$ 22,981
C. Complete QC Review of the 2nd Screencheck Draft PR	8	12			8		8		2		38	\$ 5,735	\$ -		\$ -	\$ 5,735
D. Assemble and Submit the 2nd Screencheck Draft PR to PD1	4			8	5		6		8		31	\$ 3,439	\$ -		\$ -	\$ 3,439
Subtotal	20	72	-	278	113	-	64	60	46	-	653	\$ 76,095	\$ 3,271	\$ -	\$ 3,271	\$ 79,366
160.15.25 – Circulate, Review, & Approve Draft PR																
A. Meet with PDT to Obtain Comments on 2nd Screencheck Draft PR		8		10					2		20	\$ 2,834	\$ 3,271		\$ 3,271	\$ 6,105
B. Finalize/Submit Draft PR	8	20		72	36		16	20	12		184	\$ 21,517	\$ -		\$ -	\$ 21,517
C. Make Final Corrections to Draft PR and Submit for Signature		8		24	24		14	8	8		86	\$ 9,215	\$ -		\$ -	\$ 9,215
Subtotal	8	36	-	106	60	-	30	28	22	-	290	\$ 33,566	\$ 3,271	\$ -	\$ 3,271	\$ 36,837
160.20.10 – Perform Project Control Surveys for PR																
A. Conduct Control Survey and Set Panels for Aerial Mapping		2		2		4	6	4	1		19	\$ 2,259	\$ 6,480		\$ 6,480	\$ 8,739
A.1 Conduct Control Survey and Set Panels for Aerial Mapping for the Area of the Coaster Station Relocation		1		2		4	6	4	1		18	\$ 2,068	\$ 2,560		\$ 2,560	\$ 4,628
B. Conduct Field Surveying for Verification of Utility Location		2		2		4	6	4	1		19	\$ 2,259	\$ 10,550		\$ 10,550	\$ 12,809
Subtotal	-	5	-	6	-	12	18	12	3	-	56	\$ 6,586	\$ 19,590	\$ -	\$ 19,590	\$ 26,176
160.20.20 – Perform Base Photogrammetric Maps and Products for PR																
A. Develop Digital Aerial Photographs and Topographic Mapping				2		4			1		7	\$ 839	\$ 16,500		\$ 16,500	\$ 17,339
A.1 Develop Digital Aerial Photographs and Topographic Mapping for the Area of the Coaster Station Relocation				2		4			1		7	\$ 839	\$ 3,900		\$ 3,900	\$ 4,739
B. Update the 1:500 Metric Scale Base Map with New Topo		1		4		8	12	4			29	\$ 3,432	\$ -		\$ -	\$ 3,432
B.1 Update the Coaster Station Relocation Base Map with the New Topo		1		4		8	12	4			29	\$ 3,432	\$ -		\$ -	\$ 3,432
Subtotal	-	2	-	12	-	24	24	8	2	-	72	\$ 8,542	\$ 20,400	\$ -	\$ 20,400	\$ 28,942
160.20.35 – Perform Preliminary Boundary Determination for PR																
A. Boundary Survey		2		4					1		7	\$ 918	\$ 9,650		\$ 9,650	\$ 10,568
A.1 Boundary Survey for the Coaster Station Relocation Area		2		4					1		7	\$ 918	\$ 4,800		\$ 4,800	\$ 5,718
B. Boundary Mapping		2		6		18			2		28	\$ 3,636	\$ 14,600		\$ 14,600	\$ 18,236
B.1 Boundary Mapping for the Coaster Station Relocation Area		2		6		18			2		28	\$ 3,636	\$ 5,150		\$ 5,150	\$ 8,786
Subtotal	-	8	-	20	-	36	-	-	6	-	70	\$ 9,108	\$ 34,200	\$ -	\$ 34,200	\$ 43,308

Exhibit B - Compensation and Fee Schedule

1-5 / Sorrento Valley Road
 Project Report / Environmental Document
 SD-S04-430-00

City of San Diego
 PM: Frank Gaines

000592

Task Description	Personnel Hours											Budget				
	Managing Eng. (CF)	Principal Eng. (RL)	Senior Planner (BB)	Associate Eng. (KH)	Assistant Eng. (AF)	Design Super. (JNF)	Senior Designer (GE)	Designer/CADD (MR)	Clerical (YG)	Accounting (SB)	Total Hours	Labor	Sub-Consultants	Boyle ODC	Total Non-Labor	Total
160.30.00 – Develop Environmental Study Request (ESR)																
A. Prepare PES		2		6					1		9	\$ 1,152	\$ 9,285		\$ 9,285	\$ 10,437
Subtotal	-	2	-	6	-	-	-	-	1	-	9	\$ 1,152	\$ 9,285	\$ -	\$ 9,285	\$ 10,437
165.05.05 – Review Project Information																
A. Review Prior Environmental Documents and Information		4		16					1		21	\$ 2,705	\$ 4,060		\$ 4,060	\$ 6,765
Subtotal	-	4	-	16	-	-	-	-	1	-	21	\$ 2,705	\$ 4,060	\$ -	\$ 4,060	\$ 6,765
165.05.10 – Perform Public and Agency Scoping Process																
A. Legal Notices and Agency Participation Tasks		4		14					1		19	\$ 2,471	\$ 19,624		\$ 19,624	\$ 22,095
Subtotal	-	4	-	14	-	-	-	-	1	-	19	\$ 2,471	\$ 19,624	\$ -	\$ 19,624	\$ 22,095
165.05.15 – Select Alternatives for Further Study																
A. Environmental Support of Alternative Selector	2	2		7							11	\$ 1,639	\$ 4,860		\$ 4,860	\$ 6,499
Subtotal	2	2	-	7	-	-	-	-	-	-	11	\$ 1,639	\$ 4,860	\$ -	\$ 4,860	\$ 6,499
165.05.20 – Prepare Maps for Environmental Evaluation																
A. Prepare Environmental Maps		2		4				10	5	2	23	\$ 2,559	\$ 6,460		\$ 6,460	\$ 9,019
A.1 Prepare Environmental Map for the Area of the Coaster Station Relocation		1		4				10	5	2	22	\$ 2,368	\$ 2,153		\$ 2,153	\$ 4,521
Subtotal	-	3	-	8	-	-	-	20	10	4	45	\$ 4,927	\$ 8,613	\$ -	\$ 8,613	\$ 13,540
165.10.15 – Perform Community Impact, Land Use, and Growth Studies																
A. Prepare Community Impact Technical Document		2		4				2		1	9	\$ 1,138	\$ 15,977		\$ 15,977	\$ 17,115
A.1 Prepare Community Impact Technical Document for the Coaster Station Relocation Area		1		2				2		1	6	\$ 713	\$ 1,219		\$ 1,219	\$ 1,932
Subtotal	-	3	-	6	-	-	-	4	-	2	15	\$ 1,851	\$ 17,196	\$ -	\$ 17,196	\$ 19,047
165.10.20 – Perform Visual Impact Analysis																
A. Complete Visual Impact Analysis and Report		2		4				1		1	8	\$ 1,028	\$ 31,641		\$ 31,641	\$ 32,669
A.1 Complete Visual Analysis and Report for the Coaster Station Relocation		1		3				1		1	6	\$ 720	\$ 31,641		\$ 31,641	\$ 32,361
B. Complete Structural Visual Simulations (11 simulations)		1		4				2		1	8	\$ 948	\$ 9,292		\$ 9,292	\$ 10,240
Subtotal	-	4	-	11	-	-	-	4	-	3	22	\$ 2,696	\$ 72,573	\$ -	\$ 72,573	\$ 75,269
165.10.25 – Perform Noise Study																
A. Prepare Noise Impact Report		2		4						1	7	\$ 918	\$ 16,779		\$ 16,779	\$ 17,697
A.1 Prepare Noise Impact Report for the Coaster Station Relocation		1		2						1	4	\$ 493	\$ 16,779		\$ 16,779	\$ 17,272
Subtotal	-	3	-	6	-	-	-	-	-	2	11	\$ 1,411	\$ 33,558	\$ -	\$ 33,558	\$ 34,969
165.10.30 – Perform Air Quality Study																
A. Complete Air Quality Study		1		4				2		1	8	\$ 948	\$ 33,392		\$ 33,392	\$ 34,340
A. Complete Air Quality Study for the Coaster Station Relocation		1		2				1		1	5	\$ 603	\$ 392		\$ 392	\$ 995
Subtotal	-	2	-	6	-	-	-	3	-	2	13	\$ 1,551	\$ 33,784	\$ -	\$ 33,784	\$ 35,335

Exhibit B - Compensation and Fee Schedule

I-5 / Sorrento Valley Road
 Project Report / Environmental Document
 SD-S04-430-00

City of San Diego
 PM: Frank Gaines

000593

Task Description	Personnel Hours											Budget				
	Managing Eng. (CF)	Principal Eng. (RL)	Senior Planner (BB)	Associate Eng. (KH)	Assistant Eng. (AF)	Design Super. (JM)	Senior Designer (GE)	Designer/CADD (MR)	Clerical (YG)	Accounting (SB)	Total Hours	Labor	Sub-Consultants	Boyle ODC	Total Non-Labor	Total
165.10.35 – Prepare Water Quality Studies																
A. Prepare/Submit Storm Water Data Reports		4	70	6			8	4	4		96	\$ 11,284	\$ -	\$ -	\$ -	\$ 11,284
A.1 Prepare/Submit Storm Water Data Report for the Coaster Station Relocation		4	70	6			8	4	4		96	\$ 11,284	\$ -	\$ -	\$ -	\$ 11,284
B. Revise Storm Water Data Reports		4	28	2			2	2			40	\$ 4,858	\$ -	\$ -	\$ -	\$ 4,858
C. Coordinate with Environmental Consultant for EIR		1	8	4							13	\$ 1,607	\$ -	\$ -	\$ -	\$ 1,607
Subtotal		13	176	18			18	10	10		245	\$ 29,033	\$ -	\$ -	\$ -	\$ 29,033
165.10.40 – Perform Energy Studies																
A. Complete Energy Study		2		4					1		7	\$ 918	\$ 3,313	\$ -	\$ 3,313	\$ 4,231
A.1 Complete Energy Study for the Coaster Station Relocation		2		4					1		7	\$ 918	\$ 3,313	\$ -	\$ 3,313	\$ 4,231
Subtotal		4		8					2		14	\$ 1,836	\$ 6,626	\$ -	\$ 6,626	\$ 8,462
165.10.50 – Perform Preliminary Site Investigation for Hazardous Waste																
A. Complete Geological Report (ED)		2		3					2		7	\$ 869	\$ 8,830	\$ -	\$ 8,830	\$ 9,699
A.1 Complete Geological Report (ED) for the Coaster Station Relocation Area		2		3					1		6	\$ 801	\$ 5,546	\$ -	\$ 5,546	\$ 6,347
B. Coordinate with Environmental Consultant for EIR		2		4							6	\$ 850	\$ -	\$ -	\$ -	\$ 850
Subtotal		6		10					3		19	\$ 2,520	\$ 14,376	\$ -	\$ 14,376	\$ 16,896
165.10.55 – Prepare Draft Right of Way Relocation Impact Document																
A. Complete Relocation Impact Document		2		6		16			4		28	\$ 3,504	\$ 14,332	\$ -	\$ 14,332	\$ 17,836
A.1 Complete Relocation Impact Document for the Coaster Station Relocation		2		4		16			4		26	\$ 3,270	\$ 827	\$ -	\$ 827	\$ 4,097
B. Right of Way Acquisition Estimates		2		6					2		10	\$ 1,220	\$ 5,175	\$ -	\$ 5,175	\$ 6,395
B.1 Right of Way Acquisition Estimates for the Coaster Station Relocation		2		4					2		8	\$ 986	\$ 1,725	\$ -	\$ 1,725	\$ 2,711
Subtotal		8		20		32			12		72	\$ 8,980	\$ 22,058	\$ -	\$ 22,058	\$ 31,038
165.10.60 – Prepare Location Hydraulic / Floodplain Study Report																
A. Prepare Location and Floodplain Hydraulics Study		2		40	20			8	2		72	\$ 7,654	\$ -	\$ -	\$ -	\$ 7,654
B. Update Location and Floodplain Hydraulics Study		2		15	5			4	1		27	\$ 3,008	\$ -	\$ -	\$ -	\$ 3,008
C. Coordinate with Environmental Consultant for EIR		2		4							6	\$ 850	\$ -	\$ -	\$ -	\$ 850
Subtotal		6		59	25			12	3		105	\$ 11,512	\$ -	\$ -	\$ -	\$ 11,512
165.10.65 – Perform Paleontology Study																
A. Complete Paleontology Study		2		4					1		7	\$ 918	\$ 4,478	\$ -	\$ 4,478	\$ 5,396
A.1 Complete Paleontology Study for the Coaster Station Relocation		1		2					1		4	\$ 493	\$ 1,493	\$ -	\$ 1,493	\$ 1,986
Subtotal		3		6					2		11	\$ 1,411	\$ 5,970	\$ -	\$ 5,970	\$ 7,381
165.15.00 – Perform Biological Studies																
A. Prepare Natural Environment Study Report		2		4					2		8	\$ 986	\$ 39,459	\$ -	\$ 39,459	\$ 40,445
A.1 Prepare Natural Environmental Report for the Coaster Station Relocation		1		4					2		7	\$ 795	\$ 11,299	\$ -	\$ 11,299	\$ 12,094
Subtotal		3		8					4		15	\$ 1,781	\$ 50,758	\$ -	\$ 50,758	\$ 52,539
165.20.00 – Perform Cultural Resource Studies																
A. Complete Cultural Resources Studies		2		8					2		12	\$ 1,455	\$ 71,100	\$ -	\$ 71,100	\$ 72,555
A.1 Complete Cultural Resources Studies for the Coaster Station Relocation		1		4					1		6	\$ 727	\$ 4,934	\$ -	\$ 4,934	\$ 5,661
B. Complete Phase II Cultural Resources Study		4		12					2		18	\$ 2,305	\$ 76,220	\$ -	\$ 76,220	\$ 78,525
Subtotal		7		24					5		36	\$ 4,487	\$ 152,254	\$ -	\$ 152,254	\$ 156,741

Exhibit B - Compensation and Fee Schedule

I-5 / Sorrento Valley Road
 Project Report / Environmental Document
 SD-S04-430-00

City of San Diego
 PM: Frank Gaines

000594

Task Description	Personnel Hours											Budget				
	Managing Eng. (CF)	Principal Eng. (RL)	Senior Planner (BB)	Associate Eng. (KH)	Assistant Eng. (AF)	Design Super. (JM)	Senior Designer (GE)	Designer/CADD (VIR)	Clerical (VG)	Accounting (SB)	Total Hours	Labor	Sub-Consultants	Boyle ODC	Total Non-Labor	Total
165.25.05 – Prepare Draft Environmental Document																
A. Prepare First Screencheck Draft EIR/EIS	8	18	40	40			4	8	8		126	\$ 16,343	\$ 104,966		\$ 104,966	\$ 121,309
A.1 Add in Section for the Coaster Station Relocation		9	2	24				1	2	1	39	\$ 5,132	\$ 29,223		\$ 29,223	\$ 34,355
Subtotal	8	27	42	64			5	10	9		165	\$ 21,475	\$ 134,189	\$ -	\$ 134,189	\$ 155,664
165.25.10 – Prepare Section 4(f) Evaluation																
A. Prepare Section 4(f)		1		4					2		7	\$ 795	\$ 2,107		\$ 2,107	\$ 2,902
Subtotal	-	1	-	4	-	-	-	-	2	-	7	\$ 795	\$ 2,107	\$ -	\$ 2,107	\$ 2,902
165.25.20 – Conduct Environmental Quality Control and Other Reviews																
A. Prepare Second Screencheck Draft EIR/EIS	4	12	22	20			6	2	2		68	\$ 9,097	\$ 29,168		\$ 29,168	\$ 38,265
B. Prepare Third Screencheck Draft EIR/EIS	4	10	14	16			2	1	2		49	\$ 6,765	\$ 20,859		\$ 20,859	\$ 27,624
C. Prepare Fourth Screencheck Draft EIR/EIS	2	8	12	12			2	1	2		39	\$ 5,241	\$ 13,543		\$ 13,543	\$ 18,784
D. Prepare Fifth Screencheck Draft EIR/EIS	2	6	8	10					1		27	\$ 3,769	\$ 14,904		\$ 14,904	\$ 18,673
Subtotal	12	36	56	58	-	-	10	4	7	-	183	\$ 24,872	\$ 78,474	\$ -	\$ 78,474	\$ 103,346
165.25.25 – Obtain Approval to Circulate																
A. Obtain Approval to Circulate EIR/EIS	2	2		10					2		16	\$ 2,126	\$ 8,379		\$ 8,379	\$ 10,505
Subtotal	2	2	-	10	-	-	-	-	2	-	16	\$ 2,126	\$ 8,379	\$ -	\$ 8,379	\$ 10,505
165.25.30 – Perform Environmental Coordination																
A. Coordination of the EIR/EIS process	2	5		10							17	\$ 2,563	\$ 60,185		\$ 60,185	\$ 62,748
Subtotal	2	5	-	10	-	-	-	-	-	-	17	\$ 2,563	\$ 60,185	\$ -	\$ 60,185	\$ 62,748
175.05.00 – Circulate DED																
A. Prepare Master Distribution List		2		6					2		10	\$ 1,220	\$ 2,289		\$ 2,289	\$ 3,509
B. Prepare Notices of Public Hearing		2		6					2		10	\$ 1,220	\$ 2,289		\$ 2,289	\$ 3,509
Subtotal	-	4	-	12	-	-	-	-	4	-	20	\$ 2,440	\$ 4,577	\$ -	\$ 4,577	\$ 7,017
175.10.00 – Prepare for and Hold Public Hearing																
A. Prepare for, Attend and Document Public Hearing Displays	4	6		16			15	5	4		50	\$ 6,288	\$ 32,045		\$ 32,045	\$ 38,333
A.1 Prepare for, Attend and Document Public Hearing Displays for the Coaster Station Relocation		3		6			5	2	1		17	\$ 2,083	\$ 5,529		\$ 5,529	\$ 7,612
B. Additional Public Outreach	4	14		10			10	5	4		47	\$ 6,563	\$ -		\$ -	\$ 6,563
Subtotal	8	23	-	32	-	-	30	12	9	-	114	\$ 14,934	\$ 37,574	\$ -	\$ 37,574	\$ 52,508
175.15.00 – Respond to Public Comments & Correspondence																
A. Respond to Public Comments	4	22	55	40					16		137	\$ 17,357	\$ 34,963		\$ 34,963	\$ 52,320
Subtotal	4	22	55	40	-	-	-	-	16	-	137	\$ 17,357	\$ 34,963	\$ -	\$ 34,963	\$ 52,320
175.20.00 – Select Preferred Alternative																
A. Prepare Decision Matrix	6	16		42					4		68	\$ 9,556	\$ 3,477		\$ 3,477	\$ 13,033
B. Prepare for and Attend Preferred Alternative Workshop w/PDT	4	8		16					2		30	\$ 4,411	\$ 1,077		\$ 1,077	\$ 5,488
Subtotal	10	24	-	58	-	-	-	-	6	-	98	\$ 13,967	\$ 4,554	\$ -	\$ 4,554	\$ 18,521

Exhibit B - Compensation and Fee Schedule

I-5 / Sorrento Valley Road
 Project Report / Environmental Document
 SD-S04-430-00

City of San Diego
 PM: Frank Gaines

000595

Task Description	Personnel Hours											Budget				
	Managing Eng. (CF)	Principal Eng. (RL)	Senior Planner (BB)	Associate Eng. (KH)	Assistant Eng. (AF)	Design Super. (JM)	Senior Designer (GE)	Designer/CADD (MK)	Clerical (VG)	Accounting (SB)	Total Hours	Labor	Sub-Consultants	Boyle ODC	Total Non-Labor	Total
180.05.05 – Update Draft Project Report																
A. Update Draft PR and Prepare Draft Final PR.		20		80	36		14	20	12		182	\$ 20,486	\$ 800		\$ 800	\$ 21,286
B. Complete QC Review of Draft Final PR	16	8		4	4		8		4		44	\$ 6,984	\$ -		\$ -	\$ 6,984
C. Meet with PDT to Obtain Comments on Draft Final PR	4	7		12					2		25	\$ 3,752	\$ 1,616		\$ 1,616	\$ 5,368
Subtotal	20	35	-	96	40	-	22	20	18	-	251	\$ 31,222	\$ 2,416	\$ -	\$ 2,416	\$ 33,638
180.05.10 – Review and Approve Project Report																
A. Update Draft Final PR and Prepare Final PR		12		40	20		10	12	8		102	\$ 11,450	\$ -		\$ -	\$ 11,450
B. Complete QC Review of Final PR and Submit PR to Agencies	12	12		6			2		2		34	\$ 5,972	\$ 1,616		\$ 1,616	\$ 7,588
C. Meet with PDT to Obtain Comments on Final PR	4	8		8					2		22	\$ 3,474	\$ 1,356		\$ 1,356	\$ 4,830
D. Finalize/Submit the Final PR	4	6		16	16		6		4		52	\$ 6,184	\$ -		\$ -	\$ 6,184
E. Make Final Corrections to and Submit Final PR		4		4	4		2		2		16	\$ 1,928	\$ -		\$ -	\$ 1,928
Subtotal	20	42	-	74	40	-	20	12	18	-	226	\$ 29,008	\$ 2,972	\$ -	\$ 2,972	\$ 31,980
180.10.05 – Prepare and Approve FED																
A. Draft Final EIR/EIS	6	10		16					2		34	\$ 5,230	\$ 23,781		\$ 23,781	\$ 29,011
B. Prepare Draft CEQA Candidate Findings	1	6		10					1		18	\$ 2,603	\$ 8,252		\$ 8,252	\$ 10,855
C. Prepare Draft Statement of Overriding Considerations	1	6		10					1		18	\$ 2,603	\$ 11,873		\$ 11,873	\$ 14,476
D. Finalize Section 4(f) Statement	1	4		10					1		16	\$ 2,221	\$ 678		\$ 678	\$ 2,899
E. Prepare Floodplain Only Practicable Alternative Finding	1	6		10					1		18	\$ 2,603	\$ 4,000		\$ 4,000	\$ 6,603
F. Prepare the Wetlands Only Practicable Alternative Finding	1	6		10					1		18	\$ 2,603	\$ 7,096		\$ 7,096	\$ 9,699
G. Finalize MMRP	1	10		14					2		27	\$ 3,903	\$ 3,028		\$ 3,028	\$ 6,931
Subtotal	12	48	-	80	-	-	-	-	9	-	149	\$ 21,766	\$ 58,709	\$ -	\$ 58,709	\$ 80,475
180.10.10 - Public Distribution of FED																
A. Submit Final EIR/EIS for Public Distribution		2		4					1		7	\$ 918	\$ 1,920		\$ 1,920	\$ 2,838
B. Response to Comments		4	8	8					2		22	\$ 2,784	\$ 10,292		\$ 10,292	\$ 13,076
Subtotal	-	6	8	12	-	-	-	-	3	-	29	\$ 3,702	\$ 12,211	\$ -	\$ 12,211	\$ 15,913
180.15.05 - Prepare and Approve Record of Decision (NEPA)																
A. Prepare and Submit Record of Decision		2		4					1		7	\$ 918	\$ 1,356		\$ 1,356	\$ 2,274
Subtotal	-	2	-	4	-	-	-	-	1	-	7	\$ 918	\$ 1,356	\$ -	\$ 1,356	\$ 2,274
180.15.10 - Prepare and File Notice of Determination (CEQA)																
A. Prepare and Submit Notice of Determination		2		4					1		7	\$ 918	\$ 1,356		\$ 1,356	\$ 2,274
Subtotal	-	2	-	4	-	-	-	-	1	-	7	\$ 918	\$ 1,356	\$ -	\$ 1,356	\$ 2,274
180.15.20 - Prepare/Update Summary of Environmental Commitments																
A. Update and Submit Summary of Environmental Comment		2		4					1		7	\$ 918	\$ 678		\$ 678	\$ 1,596
Subtotal	-	2	-	4	-	-	-	-	1	-	7	\$ 918	\$ 678	\$ -	\$ 678	\$ 1,596

Exhibit B - Compensation and Fee Schedule

1-5 / Sorrento Valley Road
 Project Report / Environmental Document
 SD-S04-430-00

City of San Diego
 PM: Frank Gaines

000596

Task Description	Personnel Hours											Budget				
	Managing Eng. (CF)	Principal Eng. (RL)	Senior Planner (BB)	Associate Eng. (KH)	Assistant Eng. (AF)	Design Super. (JM)	Senior Designer (GE)	Designer/CADD (MR)	Clerical (VG)	Accounting (SB)	Total Hours	Labor	Sub-Consultants	Boyle ODC	Total Non-Labor	Total
Other Direct Costs																
Outside Printing and Reproduction (billed at cost)											-	\$ -	\$ 38,900	\$ 70,129	\$ 109,029	\$ 109,029
Incidental Reproduction (billed at \$0.65/hr)											-	\$ -	\$ 900	\$ 6,578	\$ 7,478	\$ 7,478
Computer & Communications Costs (billed at \$3.71/hr)											-	\$ -	\$ 144	\$ 37,545	\$ 37,689	\$ 37,689
Deliveries (billed at cost)											-	\$ -	\$ 1,644	\$ 2,050	\$ 3,694	\$ 3,694
Mileage (billed at current IRS rates, \$0.505/mile)											-	\$ -	\$ 6,505	\$ 6,075	\$ 12,580	\$ 12,580
Subtotal											-	\$ -	\$ 48,093	\$ 122,377	\$ 170,470	\$ 170,470
Total	350	1,467	775	3,055	993	200	857	1,290	773	360	10,120	\$ 1,217,648	\$ 1,656,724	\$ 122,377	\$ 1,779,102	\$ 2,996,750
Check:	350	1,467	775	3,055	993	200	857	1,290	773		10,120	\$ 1,217,648	\$ 1,656,724			\$ 2,996,750

Amounts shown are fee.

Rate Schedule				Phases and Phase Totals	
Initials	Personnel Name	Personnel Category	\$/HR		
(CF)	Clark Fernon	Managing Eng. (CF)	\$218.46	0001 - Project Management	\$ 481,141
(RL)	Richard Leja	Principal Eng. (RL)	\$190.95	0002 - Review & Update Project Information	\$ 117,978
(BB)	Barbara Bartholomae	Senior Planner (BB)	\$118.40	0003 - Perform Engineering Studies	\$ 822,367
(KH)	Keri Heuberger	Associate Eng. (KH)	\$117.10	0004 - Prepare Draft Project Report	\$ 225,390
(AF)	Andrea Fitzgerald	Assistant Eng. (AF)	\$84.89	0005 - Project Control Surveys & Mapping for PR	\$ 101,929
(JM)	Jim Meredith	Design Super. (JM)	\$134.23	0006 - Perform Envr Scoping & Select Alternatives for	\$ 68,094
(GE)	Glenn Espanto	Senior Designer (GE)	\$110.13	0007 - Perform Environmental Studies	\$ 492,515
(MR)	Michael Rocco	Designer/CADD (MR)	\$94.31	0008 - Prepare, Approve, & Circulate Draft ED	\$ 479,797
(VG)	Victoria Gill	Clerical (VG)	\$67.91	0009 - Final Project Report	\$ 84,012
(SB)	Stacey Bracco	Accounting (SB)	\$88.58	0010 - Final ED & Complete Envr Compliance	\$ 123,527
				Other Direct Costs	INCLUDED
				Total	\$ 2,996,750

EXHIBIT C

TIME SCHEDULE

<u>Major Milestone</u>	<u>Completion Month*</u>
Project Initiation	1
Complete Review of PSR	4
Develop Project Alternatives	7
Complete Project Alternative Geometric Plans	12
Complete Environmental Studies	13
Complete First Screen Check Draft Project Report	16
Complete First Administrative Draft EIR/EIS	16
Complete Draft Project Report	24
Complete Administrative Draft EIR/EIS Reviews	26
Approval to Circulate Draft EIR/EIS	28
Circulate, Hold Public Hearing and Respond to Comments	30
Select Preferred Alternative	32
Update Draft Project Report	34
Complete Final EIR/EIS	37
Complete Final Project Report	38
Complete Summary of Environmental Commitments	40
Total Duration	40 Months

* Months measured from Notice to Proceed, assuming timely agency reviews and decision-making.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) CONTRACTOR REQUIREMENTS

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I. City's Equal Opportunity Commitment. The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of professional service consultants doing business with the City. The City encourages its consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors.

II. Nondiscrimination in Contracting Ordinance. All consultants and professional service providers doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

B. Contract Language. The following language shall be included in contracts for City projects between the consultant and any Subcontractors, vendors, and suppliers:

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for Subcontractors to participate in subconsulting opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

C. Compliance Investigations. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors,

vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance*, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.

III. Equal Employment Opportunity. Consultants shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Consultants shall submit a *Work Force Report* or an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

- A. Work Force Report. If a *Work Force Report* (Attachment AA) is submitted, and an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, Consultant will be required to submit an *Equal Employment Opportunity Plan*.
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is submitted, it must include at least the following assurances that:
1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Consultant's employees are assigned to work;
 2. A responsible official is designated to monitor all employment related activity to ensure the Consultant's EEO Policy is being carried out and to submit reports relating to EEO provisions;
 3. Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
 4. The Consultant reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
 5. The Consultant discusses its EEO Policy Statement with Subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
 6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from Subcontractors, consultant associations and other business associations;
 7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these

- advertisements to the City upon request;
8. The Consultant disseminates its EEO Policy to union and community organizations;
 9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
 10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
 11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
 12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;
 13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;
 14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
 15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
 16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
 17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
 18. The Consultant is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a consultant association, consultant/community professional association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

IV. Equal Opportunity Contracting. Prime consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer contracting opportunities to all eligible Subcontractor. To support its Equal Opportunity Contracting commitment, the City has established a

voluntary *Subcontractor participation level*.

A. Subcontractor Participation Level

1. Projects valued at \$25,000 or more have a voluntary Subcontractor Participation Level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (OBE) level.
2. While attainment of the 15% Subcontractor Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

B. Contract Activity Reports. To permit monitoring of the successful Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment CC) reflecting work performed by Subcontractors shall be submitted quarterly for any work covered under an executed contract.

V. **Demonstrated Commitment to Equal Opportunity.** The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

A. Proposers are required to submit the following information with their proposals:

1. **Outreach Efforts.** Description of Proposer's outreach efforts undertaken on this project to make subconsulting opportunities available to all interested and qualified firms.
2. **Past Participation Levels.** Listing of Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
3. **Equal Opportunity Employment.** Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
4. **Community Activities.** Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

B. Consultant selection panels will consider and evaluate the Proposer's demonstrated commitment to equal opportunity including the following factors:

1. **Outreach Efforts.** Proposer's outreach efforts undertaken and willingness to make meaningful subconsulting opportunities available to all interested and qualified firms on this project.

2. Past Participation Levels. Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years.
3. Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
4. Community Activities. Proposer's current community activities.

VI. List of Subcontractors. Consultants are required to submit a *Subcontractor List* with their proposal.

- A. Subcontractors List. The *Subcontractor List* (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed Subcontractor.
 1. Subcontractors must be named on the *Subcontractors List* if they receive more than one-half of one percent (0.5%) of the Prime Consultant's fee.
- B. Commitment Letters. Proposer shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

VII. Definitions. Certified "**Minority Business Enterprise**" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified "**Women Business Enterprise**" (WBE) means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified "**Disadvantaged Business Enterprise**" (DBE) means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified "**Disabled Veteran Business Enterprise**" (DVBE) means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies).

"**Other Business Enterprise**" (OBE) means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

VIII. Certification.

- A. The City of San Diego is a signatory to a Memorandum of Understanding (MOU) with the California Department of Transportation (CALTRANS), and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:

1. Current certification by the City of San Diego as MBE, WBE, or DBE;
 2. Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;
 3. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.
- B. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business (916) 322-5060.

IX. List of Attachments.

- AA - *Work Force Report*
- BB - *Subcontractors List*
- CC - *Contract Activity Report*



City of San Diego.

ATTACHMENT AA

EQUAL OPPORTUNITY CONTRACTING (EOC)

1010 Second Avenue • Suite 500 • San Diego, CA 92101

Phone: (619) 533-4464 • Fax: (619) 533-4474

WORK FORCE REPORT

ADMINISTRATIVE

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed Work Force Report (WFR).

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
X Consultant Grant Recipient Insurance Company Other
Name of Company: Boyle Engineering Corporation
AKA/DBA:
Address (Corporate Headquarters, where applicable): 1501 Quail Street
City Newport Beach County Orange State CA Zip 92660-2746
Telephone Number: (949) 476-3600 FAX Number: (949) 721-7141
Name of Company CEO: Philip Petrocelli
Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
Address: 7807 Convoy Court, Suite 200
City San Diego County San Diego State CA Zip 92111
Telephone Number: (858) 268-8080 FAX Number: (858) 292-0960
Type of Business: Civil Engineering Type of License: N/A
The Company has appointed: Gilbert Mulhere
as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:
Address: 1501 Quail Street Newport Beach, CA 92660-2746
Telephone Number: (949) 476-3454 FAX Number: (949) 721-7141

X One San Diego County (or Most Local County) Work Force - Mandatory
Branch Work Force *
Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Boyle Engineering Corporation
(Firm Name)

San Diego, California hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this Fourth day of April, 2008.

[Signature]
(Authorized Signature)

Richard B. Leja
(Print Authorized Signature)

000605

WORK FORCE REPORT – NAME OF FIRM: Boyle Engineering Corporation DATE: January 2008

OFFICE(S) or BRANCH(ES): Boyle - San Diego COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial												1		
Professional	1		3		2	3						19	3	
A&E, Science, Computer														
Technical				1	2	1			1			8	1	
Sales														
Administrative Support													6	
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1		3	1	4	4			1			28	10	
--------------------	---	--	---	---	---	---	--	--	---	--	--	----	----	--

Grand Total All Employees	52
---------------------------	----

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² For example, if participation in a San Diego project is by work forces from San Diego County, Los Angeles County and Sacramento County, we will ask for separate Work Force Reports representing the work forces of

your firm from each of the three counties.^{1,2} On the other hand, if the project will be accomplished completely outside of San Diego, we ask for a Work Force Report from the county or counties where the work will be accomplished.²

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county*

Exhibit: Work Force Report Job categories

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists

Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations

Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

SUBCONTRACTORS LIST

INFORMATION REGARDING SUBCONTRACTORS PARTICIPATION:

1. Subcontractor's List shall include name and complete address of all Subcontractors who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.
2. Proposer shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
3. Subcontractors shall be used for scope of work listed. No changes to this Subcontractors List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	MBE/WB E/DBE/DV BE/OBE	WHERE CERTIFIED
Wilson & Company, Inc. 701 B Street, Suite 1220 San Diego, CA 92101	Traffic Engineering	7.8%	\$233,207	OBE	
T.Y. Lin International 5030 Camino de la Siesta, Suite 204 San Diego, CA 92108	Structural Engineering	5.3%	\$159,103	OBE	
Helix Environmental Planning, Inc. 7578 El Cajon Blvd, Suite 200 La Mesa, CA 91941	Environmental Document	19.5%	\$583,337	OBE	
Tierra Environmental 9915 Businesspark Ave, Suite C San Diego, CA 92131	Biology & Cultural Studies	7.0%	\$211,266	MBE	Caltrans
CIC Research 8361 Vickers St San Diego, CA 92111	Socioeconomic Impact Analysis	0.9%	\$26,481	DBE	Caltrans
Hon Consulting, Inc. 2226 Dwight Street San Diego, CA 92104	Environmental Document	3.4%	\$102,000	DBE	Caltrans
Scientific Resources Associated 1328 Kalmalino Lane San Diego, CA 92109	Air Analysis	1.1%	\$33,000	WBE	Caltrans
Aguirre & Associates 8265 Commercial Street, Suite 1 La Mesa, CA 91942	Surveying & Mapping	2.5%	\$74,260	DBE	Caltrans

Katz & Associates 4250 Executive Sq, Suite 670 San Diego, CA 92037	Community Outreach	1.2%	\$34,940	WBE	Caltrans
Value Management Strategies, Inc. 332 S. Juniper St, Suite 210 Escondido, CA 92025	Value Analysis	1.4%	\$40,527	OBE	
Ninyo + Moore 5710 Ruffin Road San Diego, CA 92123	Geotechnical Engineering	1.6%	\$47,880	MBE	City of San Diego
Garbini & Garbini 715 J Street, Suite 307 San Diego, CA 92101	Landscape Architecture	2.3%	\$67,563	DBE/MBE	Caltrans
Hatch Mott MacDonald 2727 Camino del Rio S., Suite 244 San Diego, CA 92108	Tunneling & Railroad Studies	1.2%	\$36,260		

**For information only.* As appropriate, Proposer shall identify Subcontractors as:

Certified Minority Business Enterprise	MBE
Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE
Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE

***For information only.* As appropriate, Proposer shall indicate if Subcontractor is certified by:

City of San Diego	CITY
State of California Department of Transportation	CALTRANS

CONTRACT ACTIVITY REPORT

Consultants are required by contract to report subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program* (EOCP) no later than thirty (30) days after the close of each quarter.

PROJECT: INTERSTATE 5/SORRENTO VALLEY ROAD INTERCHANGE IMPROVEMENTS PROJECT PRIME CONTRACTOR: BOYLE ENGINEERING CORPORATION

CONTRACT AMOUNT: \$2,996,750 INVOICE PERIOD: _____ DATE: _____

Include Additional Services Not-To-Exceed Amount

Subcontractor	Indicate MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Wilson & Company, Inc.	OBE					\$233,207	7.8%
T.Y. Lin International	OBE					\$159,103	5.3%
Helix Environmental Planning, Inc	OBE					\$583,337	19.5%
Tierra Environmental	DBE					\$211,266	7.0%
CIC Research	DBE					\$26,481	0.9%
Hon Consulting, Inc.	DBE					\$102,000	3.4%
Scientific Resources Associates	DBE					\$33,000	1.1%
Aguirre & Associates	DBE					\$74,260	2.5%
Katz & Associates	WBE					\$34,940	1.2%
Value Management Strategies, Inc.	OBE					\$40,527	1.4%
Ninyo + Moore	OBE					\$47,880	1.6%
Garbini & Garbini	DBE					\$67,563	2.3%

000611

Subcontractor	Indicate MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Hatch Mott MacDonald						\$36,260	1.2%
Prime Contractor Total:						\$1,340,025	44.7%
Contract Total*:						\$2,996,750	100%

* The Contract total includes work done by a subcontractor that is not included on this list since their fee is less than 0.5% of the contract total.

Completed by _____

SAMPLE

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

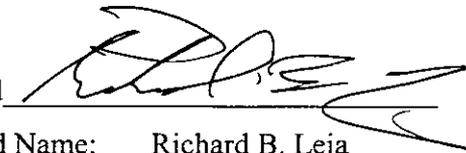
H064351 - INTERSTATE 5/SORRENTO VALLEY ROAD INTERCHANGE
IMPROVEMENTS

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

Boyle Engineering

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subconsultants agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed



Printed Name: Richard B. Leja

Title Principal Engineer

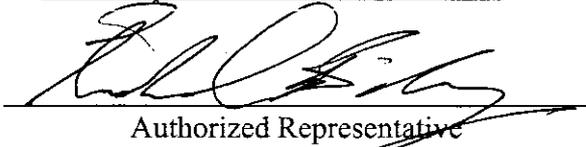
Date April 4, 2008

**CONSULTANT CERTIFICATION FOR
TITLE 24/ADA COMPLIANCE**

H064351 - INTERSTATE 5/SORRENTO VALLEY ROAD INTERCHANGE
IMPROVEMENTS

I HEREBY WARRANT AND CERTIFY that any and all plans and specifications prepared for Interstate 5/Sorrento Valley Road Interchange Improvements by Boyle Engineering Corporation shall meet all current California Building Standards Code, California Code of Regulations, Title 24 and Americans with Disabilities Act Accessibility Guidelines requirements, and shall be in compliance with The Americans with Disabilities Act of 1990.

Dated: April 4, 2008

By: 
Authorized Representative

Richard B. Leja, Principal Engineer
Print Name and Title

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

SUBJECT: SUSTAINABLE BUILDING PRACTICES (AGREEN BUILDING@) FOR PUBLIC AND PRIVATE BUILDING PROJECTS

POLICY NO.: 900-14

EFFECTIVE DATE: June 19, 2001

BACKGROUND:

Buildings consume approximately 36% to 40% of total energy produced in this country. As energy reliability and costs continue to challenge California, the City of San Diego is committed to reducing the energy and environmental impacts of building design, construction and maintenance both within the public and private sectors.

The City Council previously adopted two policies that address sustainable building practices, otherwise known as AGreen Building@ practices. City Policy 900-14 AGreen Building Policy@ was adopted in 1997, and City Policy 900-16 ACommunity Energy Partnership@ was adopted in 2000. The purpose of this revision is to combine and update Policies 900-14 and 900-16 to provide a more comprehensive and coherent framework for City building projects as well as residential and commercial development within the City of San Diego.

The concept of Sustainable Building AGreen Building@ practices is designing, constructing and operating buildings that give a high level of environmental, economic and engineering performance. They are designed to consider occupant health, energy and transportation efficiency, resource and material conservation (air, water, land, fuel), as well as reuse and recycling during building construction, operation and demolition. The Environmental Services Department administrative headquarters is the City=s first example of a AGreen Building@, and consumes 50% less energy than the 1998 edition of California=s Title 24.

As a participant in the International Council for Local Environmental Initiatives (ICLEI) Cities for Climate Protection Program, the City of San Diego is committed to reducing greenhouse gas emissions by reducing electricity use.

PURPOSE:

The purpose of this policy is to assert the City=s commitment to green building practices, and provide leadership and guidance in promoting, facilitating, and instituting such practices in the community.

POLICY:

The following principles will guide construction and renovation activities of both City facilities and private residential and commercial buildings:

1. The natural environment and built habitat are interdependent; ways have to be found for both to coexist in harmony.
2. High environmental quality, outdoors and indoors, is essential for the City=s long-term health and welfare.
3. Innovative methods and up-to-date technologies should be used in the design, construction, and renovation of buildings within the City of San Diego in order to bring our consumption of energy and natural resources in line with the goals of sustainability.

CITY OF SAN DIEGO, CALIFORNIA COUNCIL POLICY

In order to achieve the necessary improvements in our natural and built environment, City building projects will be planned and executed using the following guidelines. The City will encourage participation and innovation by the private sector through a voluntary program that encourages energy-efficient standards in the residential and commercial building industries.

ENERGY EFFICIENCY:

1. The goal is to meet the most current criteria set forth in nationally recognized programs, e.g. US EPA AEnergy Star for Buildings@ and US DOE ASustainable Buildings Program@.
2. Buildings will be designed to take the maximum advantage of passive and natural sources of heat, cooling, ventilation and light.
3. Mechanical and electrical systems will be designed and constructed to achieve the maximum energy efficiency achievable with current technology. Computer programs such as DOE-2, Energy Pro, MICROPAS, EQuest, Power DOE, and HAP 3.22 will be used where feasible to analyze the effects of various design options and select the set of options producing the most efficient integrated design. Energy efficiency measures will be selected to achieve energy consumption at 25% below California=s current Title 24 standards, to the extent such measures are economically justified.
4. Creative design and innovative energy sources and uses will be encouraged to reduce the consumption of energy from non-renewable sources. A deliberate effort will be made to convert to renewable energy sources to the extent that such options are feasible.
5. All new or significantly remodeled City facilities shall be designed and constructed to achieve energy consumption levels at least 25% below the then current Title 24 standards. An average payback period of five years will be used as a guide for the aggregate of all energy efficiency measures included in a project. In order to maximize energy efficiency measures within these guidelines, projects shall combine energy efficiency measures requiring longer payback periods with measures requiring shorter payback periods to determine the overall project period.

HEALTH AND RESOURCE CONSERVATION:

1. Projects will be designed to avoid inflicting permanent adverse impact on the natural state of the air, land and water, by using resources and methods that minimize pollution and waste, and do not cause permanent damage to the earth, including erosion.
2. Projects will include innovative strategies and technologies such as porous paving to conserve water, reduce effluent and run-off, thus recharging the water table.
3. When feasible, native plants will be used in landscaping to reduce pesticide, fertilizer, and water usage.
4. Buildings will be constructed and operated using materials, methods, mechanical and electrical systems that ensure a healthful indoor air quality, while avoiding contamination by carcinogens, volatile organic compounds, fungi, molds, bacteria, and other known toxins.
5. Projects will be planned to minimize waste through the use of a variety of strategies such as: a) reuse of materials or the highest practical recycled content; b) raw materials derived from sustainable or renewable sources; c) materials and products ensuring long life/durability and recyclability; d) materials requiring the minimum of energy and rare resources to produce and use; and e) materials requiring the least amount of energy to transport to the job site.

OUTREACH / EDUCATION:

CITY OF SAN DIEGO, CALIFORNIA COUNCIL POLICY

1. An education and outreach effort will be implemented to make the community aware of the benefits of Green Building practices.
2. The City will sponsor a recognition program for innovative Green Building projects implemented in the public as well as private sector in an effort to encourage and recognize outstanding environmental protection and energy conservation projects.

PRIVATE-SECTOR/INCENTIVES:

1. It shall be the policy of the City Council to expedite the ministerial plan check for projects which meets the criteria of the Community Energy Partnership Program. The criteria may include, but is not limited to:
 - Compliance with EPA Energy Star for Buildings Program
 - Residential buildings must exceed Title 24 by 30%
 - Commercial buildings must exceed Title 24 by 15%
2. It shall be the policy of the City Council to investigate further incentives to encourage energy efficiency in City operations, and in the private sector.

IMPLEMENTATION:

The City will seek cooperation with other governmental agencies, public interest organizations, and the private sector to promote, facilitate, and implement Green Building and energy efficiency in the community.

LEGISLATION:

The City will support State and Federal legislation that promotes or allows sustainable development, conservation of natural resources, and energy efficiency technology.

REFERENCES:

Related existing Council Policies:
400-11, Water Conservation Techniques
400-12, Water Reclamation/Reuse
900-02, Energy Conservation and Management
900-06, Solid Waste Recycling

HISTORY:

Adopted by Resolution R-289457 11/18/1997
Amended by Resolution R-295074 06/19/2001

CALIFORNIA LABOR CODE

EXISTING LAW

' 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

AMENDMENT

' 1720. Public works; use of public funds

As used in this chapter, Apublic works@ means:

- (a) Construction, alteration, demolition, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this subdivision, Aconstruction@ includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
- (b) Work done for irrigation, utility, reclamation, and improvement districts, and other districts of this type. Apublic work@ shall not include the operation of the irrigation or drainage system of any irrigation or reclamation district, except as used in Section 1778 relating to retaining wages.
- (c) Street sewer, or other improvement work done under the direction and supervision or by the authority of any officer or public body of the state, or of any political subdivision or district thereof, whether the political subdivision or district operates under a freeholder=s charter or not.
- (d) The laying of carpet done under a building lease-maintenance contract and paid for out of public funds.

(e) The laying of carpet in a public building done under contract and paid for in whole or in part out of public funds.

(f) Public transportation demonstration projects authorized pursuant to Section 143 of the Streets and Highways Code.

(Amended by Stats.1989, c. 278, ' 1, eff. Aug. 7, 1989; Stats.2000, c. 881 (S.B.1999), ' 1.)

City of San Diego Consultant Performance Evaluation

The purpose of this form is to provide historical data to City staff when selecting consultants.

Section I

1. PROJECT DATA		2. CONSULTANT DATA		
1a. Project (title, location and CIP No.):	2a. Name and address of Consultant:			
1b. Brief Description:	2b. Consultant's Project Manager:			
1c. Budgeted Cost:	Phone () _____			
3. CITY DEPARTMENT RESPONSIBLE				
3a. Department (include division):	3b. Project Manager (address & phone):			
4. CONTRACT DATA (DESIGN AND CONSTRUCTION)				
4. Design				
4a. Agreement Date: _____		Resolution #: _____ \$ _____		
4b. Amendments: \$ _____ / # _____ (City)		\$ _____ / # _____ (Consultant)		
4c. Total Agreement (4a. & 4b.): \$ _____				
4d. Type of Work (design, study, etc.):	4e. Key Contract Completion Dates:			
	_____ %	_____ %	_____ %	
	_____ %	_____ %	_____ %	
	_____ %	_____ %	100 %	
	Agreement	Delivery	Acceptance	
5. Construction				
5a. Contractor _____		Phone () _____		
<i>(name and address)</i>				
5b. Superintendent _____				
5c. Notice to Proceed _____ (date)		5f. Change Orders:		
5d. Working days _____ (number)				Errors/Omissions _____ % of const. cost \$ _____
5e. Actual Working days _____ (number)				Unforeseen Conditions _____ % of const. cost \$ _____
		Changed Scope _____ % of const. cost \$ _____		
		Changes Quantities _____ % of const. cost \$ _____		
		Total Construction Cost \$ _____		
6. OVERALL RATING (Please ensure Section II is completed)				
	Excellent	Satisfactory	Poor	
6a. Plans/specification accuracy.....	_____	_____	_____	
Consistency with budget.....	_____	_____	_____	
Responsiveness to City Staff.....	_____	_____	_____	
6b. Overall Rating _____				
7. AUTHORIZING SIGNATURES				
7a. Project Manager _____		Date _____		
7b. Deputy Director _____		Date _____		

000620

Section II

SPECIFIC RATINGS

PLANS / SPECIFICATION ACCURACY	EXCELLENT	SATISFACTORY	POOR	N/A	RESPONSIVENESS TO STAFF	EXCELLENT	SATISFACTORY	POOR	N/A
Plan/Specification clear and precise					Timely Responses				
Plans/Specs Coordination					Attitude toward Client and review bodies				
Plans/Specs properly formatted					Follows direction and chain of responsibility				
Code Requirements covered					Work product delivered on time				
Adhered to City Standard Drawings/Specs					Timeliness in notifying City of major problems				
Drawings reflect existing conditions					Resolution of Field problems				
As-Built Drawings					CONSISTENCY WITH BUDGET	EXCELLENT	SATISFACTORY	POOR	N/A
Quality Design'					Reasonable Agreement negotiation				
Change Orders due to design deficiencies are minimized					Adherence to fee schedule				
					Adherence to project budget				
					Value Engineering Analysis				

Section III

SUPPLEMENTAL INFORMATION

Please ensure to attach additional documentation as needed.

- Item _____ : _____

(*Supporting documentation attached yes _____ no _____)

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the PROJECT MANAGER of the Local Agency of CITY OF SAN DIEGO, and that the consulting firm of Boyle Engineering Corporation or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or persons; or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate to be furnished to the California Department of Transportation (CALTRANS) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

4/25/08
(Date)

[Handwritten Signature]
(Signature)

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Principal Engineer and duly authorized representative of the firm of Boyle Engineering Corporation, whose address is 7807 Convoy Court, Suite 200, San Diego, CA 92111, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement.

I acknowledge that this Certificate is to be furnished to the California Department of Transportation (CALTRANS) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

4/4/88
(Date)

[Handwritten Signature]
(Signature)