

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000006362
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Works/Engineering-ROW	DATE: 08/08/2013
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SUBJECT: El Camino Real – Half-Mile to Via de la Valle – Authorize First Amendment to the Consultant Agreement with RBF Consulting

PRIMARY CONTACT (NAME, PHONE): Marnell Gibson ,533-5213, MS 908A	SECONDARY CONTACT (NAME, PHONE): Brad Johnson , 533-5120, MS 908A
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	600000	400169			
DEPT / FUNCTIONAL AREA	OTHR-00000000-TR	OTHR-00000000-TR			
ORG / COST CENTER	2113120013	2113120013			
OBJECT / GENERAL LEDGER ACCT	512028	512028			
JOB / WBS OR INTERNAL ORDER	S-00856.02.04	S-00856.02.04			
C.I.P./CAPITAL PROJECT No.	S-00856	S-00856			
AMOUNT	\$206,637.00	\$51,660.00	0.00	0.00	0.00

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): RBF Consulting

Previous Action	\$393,455.00
This Action	\$258,297.00
Total Amount	\$651,752.00

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Nagelvoort, James	8/19/2013
Financial Management	CFO		
Liaison Office	DEPUTY CHIEF		
	COO		
	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

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

1. The Mayor or his designee is authorized to execute the First Amendment to the Consultant Agreement with RBF Consulting for environmental services for CIP S-00856, El Camino Real – Half Mile to Via de la Valle, in an amount not to exceed \$258,297; and
2. The Chief Financial Officer is authorized to expend \$258,297 from CIP S-00856, El Camino Real – Half Mile to Via de la Valle, of which \$206,637 is from Fund 600000, Grant Fund 1000130-1999, and \$51,660 is from Fund 400169, Transnet, for the purpose of funding the First Amendment to the Consultant Agreement with RBF Consulting contingent upon the Chief Financial Officer certifying that funds are available.

STAFF RECOMMENDATIONS:
Adopt the resolutions.

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

COUNCIL DISTRICT(S):	Lightner (1)
COMMUNITY AREA(S):	Sub Area II, Future Urbanizing Area & Fairbanks Ranch Country Club
ENVIRONMENTAL IMPACT:	See attached Environmental Impact Statement
CITY CLERK INSTRUCTIONS:	Upon Mayoral approval, please send one copy of the executed Council Action, two (2) signed original Amendments to the Consultant Agreement for RBF Consulting and a copy of the resolutions to Dean Marsden, Public Works – ECP, Right of Way Division, MS 908A.

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 08/08/2013

ORIGINATING DEPARTMENT: Public Works/Engineering-ROW

SUBJECT: El Camino Real – Half-Mile to Via de la Valle – Authorize First Amendment to the Consultant Agreement with RBF Consulting

COUNCIL DISTRICT(S): Lightner (1)

CONTACT/PHONE NUMBER: Marnell Gibson /533-5213, MS 908A

DESCRIPTIVE SUMMARY OF ITEM:

The El Camino Real – Half-Mile to Via de La Valle project proposes to modify the segment of El Camino Real between Via de la Valle and San Dieguito Road. This action would authorize the First Amendment to the Consultant Agreement with RBF Consulting to complete the Environmental Assessment.

STAFF RECOMMENDATION:

Adopt the resolutions.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The El Camino Real – Half-Mile to Via de La Valle project proposes to modify the segment of El Camino Real between Via de la Valle and San Dieguito Road in order to improve the structural integrity of the bridge over the San Dieguito River, alleviate problems associated with high flood events, improve pedestrian and vehicular access to nearby coastal and recreational resources, relieve traffic congestion, and improve consistency with the adopted land use plan for the project area. The proposed improvements include raising and widening El Camino Real roadway and replacing the bridge with a structure that is also raised and wider. Approximately 1,000 feet of Via de la Valle also would be widened to accommodate new turn lanes from El Camino Real, and drainage improvements would be constructed along the southern edge of Via de la Valle, from existing El Camino Real to El Camino Real North.

The original Consultant Agreement with RBF Consulting was required in order to complete the Environmental Assessment (EA) in accordance with National Environmental Policy Act (NEPA) guidelines, and complete permitting with Resource Agencies. The First Amendment to the Consultant Agreement with RBF Consulting is necessary because Caltrans has informed the City that RBF's existing scope of work will need to be further expanded due to the unique wetland conditions at the project site and presence of sensitive biological species at and adjacent to the site. Caltrans has provided direction regarding technical documentation that will be required in order to meet NEPA requirements. The timeframe of the agreement will not change as a result of this amendment.

FISCAL CONSIDERATIONS:

The First Amendment to the Consultant Agreement with RBF Consulting is not to exceed \$258,297. Funding is available for this First Amendment of which \$206,637 is from Fund

600000, Grant Fund 1000130-1999, and \$51,660 is from Fund 400169, Transnet, for the purpose of executing this amendment to the original agreement, contingent upon the Chief Financial Officer furnishing a certificate certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer. If Council approved, this First Amendment will increase the total agreement amount to \$651,752.00 with RBF consulting.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

The State of California – Department of Transportation is a public entity created under the authority of law, and as such, is exempt from submitting Work Force Reports. Refer to San Diego Municipal Code Section 22.2703(b).

The Consultant Agreement with RBF Consulting is subject to the City’s Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

- Anticipate 9/30/13 hearing with Infrastructure Committee.
- Council Resolution R-306817 dated June 2, 2011 authorized acceptance, appropriation, and expenditure of \$2,560,000 of Regional Surface Transportation Program Funds and authorized expenditure of \$393,455 for the execution of the original consultant agreement with RBF Consulting.
- Council Ordinance O-20015 dated January 18, 2011 authorized acceptance, appropriation and expenditure of \$1,428,000 of Federal Grant Funds and authorized expenditures of \$197,130 for the execution of a First Amendment to the agreement with Rick Engineering, Inc. and \$70,000 for the execution of a First Amendment to the agreement with Recon, Inc.
- Council Resolution R- 305004 dated July 2, 2009, authorized the execution of a Fund Exchange Agreement between the City and the County of San Diego for the exchange of the City’s Federal Regional Surface Transportation Program (RSTP) funds in the amount of \$157,000 for Transnet funds from the County of San Diego.
- Council Resolution R-303294 dated January 18, 2008 authorized the expenditure of \$200,000 for the execution of the original consultant contract with Recon Environmental.
- Council Resolution R-299773 dated October 11, 2004 authorized acceptance, appropriation and expenditure of \$1,700,000 of Highway Bridge Rehabilitation and Replacement Funds and \$500,000 for private contributions from Black Mountain Ranch, LLC Council Ordinance O-19234 dated November 8, 2004 authorized the expenditure of \$275,394 for the execution of the Second Contract Amendment with Earth Tech.
- Council Resolution R-295346 dated August 6, 2001 authorized the expenditure of \$450,684 for the execution of the First Contract Amendment with Earth Tech. Council Resolution R-289908 dated March 31, 1998 authorized the expenditure of \$411,817 for the execution of the original consultant contract with Earth Tech.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

Meetings took place with the Carmel Valley CPG from 2004-2006 and with the San Dieguito River Valley Task Force in 2006-2007. More recent meetings with the Carmel Valley Community Planning Group and the San Dieguito Joint Powers Authority were conducted in 2009 and 2010. Residents, business and property owners along the corridor attended these meetings and have met with City staff on an individual basis over the past several years.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Key stakeholders include Fairbanks Ranch Country Club, Community of Carmel Valley, San Dieguito Riverpark Joint Powers Authority, San Diego Polo Club, State of California 22nd Agricultural District, SANDAG, Caltrans District 11, Mary's Tack and Feed, All Creatures Animal Hospital, Polo View, LLC and RBF Consulting.

Nagelvoort, James

Originating Department

Deputy Chief/Chief Operating Officer

Environmental Impact Statement

This action supports an activity that is considered a Project as defined in CEQA Section 15378. The El Camino Real Road/Bridge Widening Project, Project No. 2982, has been reviewed by the Development Services Department and an environmental document is being prepared, DEIR No. 2982, in accordance with State CEQA Guidelines and covers the project components that this contract amendment will support. Pursuant to CEQA Section 15352(a), this action does not constitute approval of the Project, which will occur with project approval and EIR certification at a future date. Therefore, there is no change in circumstance, additional information or project changes to warrant additional environmental review for this action.

SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. Contractors may also list participation by MBE, WBE, DBE, DBVE and OBE firms. However, no additional points will be awarded for participation by these firms, except that DVBEs that qualify as local businesses shall counted as SLBEs.

Contractor shall also submit Subcontractor commitment letters on Sub contractor's letterhead, no more than one page each, from Sub contractors listed below to acknowledge their commitment to the team, scope of services, and percent of participation in the project.

Subcontractors shall be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (*MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED
KTU+A 3916 Normal Street San Diego, CA 92103	Visual Impact Assessment (VIA)	2.10	OBE	N/A
Entech Consulting Group 43410 Business Park Dr. Temecula, CA 92590	Noise Measurements	5.71	DBE	Caltrans
Nordby Biological Consulting 5173 Waring Road #171 San Diego, CA 92120	404(b)(1) Analysis and Natural Environment Study (NES)	9.40	SBE/SLBE	State of California/N /A
Rick Engineering Company 5620 Friars Road San Diego, CA 92110	Water Quality Assessment Report (WQAR)/Hydra ulics Study; Construction Methodology	11.39	OBE	N/A
Tierra Environmental Services, Inc. 9915 Business Park Avenue, Suite C San Diego, CA 92131	Cultural Resources Records Search	1.58	MBE	Caltrans

T.Y. Lin 404Camino del Rio South, Suite 700 San Diego, CA 92108	Equestrian Path Cost Estimate/NEPA Support	0.77	OBE	N/A
Urban Systems Associates, Inc. 4540 Kearny Villa Road, Suite 106 San Diego, CA 92123	Revise CEQA TIA for NEPA	0.68	OBE	N/A
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca Street, Suite 102 Santee, CA 92071-2685	Geotechnical Engineering	--	UDBE- DBE, MBE	Caltrans
Konecny Biological Services 1501 E Grand Ave #2403 Escondido, CA 92027	Avian Biology	--	OBE/SBE	N/A

* Listed for informational purposes only.

** Consultant shall indicate if Subcontractor is certified by one of the agencies listed in Section VII of the Equal Opportunity Contracting Program (EOCP) Attachment.

List of Abbreviations:

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
Small Local Business Enterprise	SLBE
Emerging Local Business Enterprise	ELBE

ATTACHMENT CC

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: El Camino Real Bridge/Road Widening **PRIME CONTRACTOR:** RBF Consulting
CONTRACT AMOUNT: \$651,752 **INVOICE PERIOD:** Third Quarter **DATE:** September 19, 2013

Include Additional Services Not-to-Exceed Amount

Subcontractor	Indicate SLBE, ELBE, 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
KTU+A	OBE	0	0	12,860.75	1.97	13,715	2.10
Entech Consulting	DBE	0	0	34,045.08	5.22	37,240	5.71
Nordby Biological	SBE/SLBE	0	0	9,127.37	1.40	61,255	9.40
Rick Engineering Company	OBE	285.00	0.44	57,412.15	8.8	74,209	11.39
Tierra Environmental	MBE	0	0	2,205.10	0.33	10,300	1.58
T.Y. Lin	OBE	0	0	4,728.77	0.73	5,000	0.77
Urban Systems Assoc.	OBE	0	0	12,336.00	1.89	4,400	0.68
Allied Geotechnical	UDBE-DBE, MBE	--	--	--	--	Removed	--
Konecny Biological	OBE/SBE	--	--	--	--	Removed	--
Prime Contractor Total:	\$445,633						
Contract Total:	\$651,752						

Completed by: Monica Kling

**City of San Diego
Human Resources Department
Request for Human Resources Approval for Purchase Requisition**

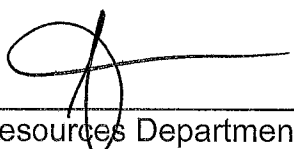
RECEIVED
HUMAN RESOURCES
AUG 12 2013

Requesting Department: Public Works
 Vendor Name: RBF Consulting
 Purchase Requisition #: N/A
 Department Contact: Dean Marsden, 533-4608
 Date of Request: 08/07/2013
 Contract Amount: \$ 258,297 amendment (\$651,752 total contract amount)

Please submit request to HumanResources@sanidiego.gov or MS 56L

<u>Question</u>	<u>Department Response</u>
What is the contract for? Provide a brief description of the activity and what work the contract would be doing	Consultant environmental services of FHWA funded bridge project. Amendment required to perform additional studies and reports beyond scope of Original Agreement to obtain NEPA approval of project.
Are City employees currently performing any of the work?	City staff managing consultant contracts and in a Deputy City Engineer capacity enforcing standards.
Will any City employees be displaced as a result of this contract?	No
If this is a renewal of an existing contract, how long have these services been contracted out?	Amendment to Original Agreement which is dated May 24, 2011.
Is this a Public Works Contract? (construction, reconstruction or repair of City buildings, street or other facilities)	No
Is this a Tenant Improvement?	No
Was another department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication.	No

NOTE: If a public works construction contract and over \$100k, see City Charter Section 94.

<u>HUMAN RESOURCES DEPARTMENT USE ONLY</u>	<input checked="" type="checkbox"/> APPROVED
Based on the Department's representation, this contract is _____ from a labor relations perspective.	
 _____ Human Resources Department Liaison	8.12.13 _____ Date

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000006362
 DEPT NO 2112

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: _____
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original 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: \$258,297.00

Vendor: RBF Consulting

Purpose: To authorize the expenditure of funds not to exceed \$258,297.00 to RBF Consulting for the purpose of funding the first amendment to the Consultant Agreement in the El Camino Real - Half Mile to Via de la Valle project.

Date: September 18, 2013 By: James Long
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Internal Order	WBS Element	Original Amount
001	S00856	600000	1000130-1999	512028	OTHR-00000000-TR	2113		S-00856.02.04	\$206,637.60
002	S00856	400169	-	512028	OTHR-00000000-TR	2113		S-00856.02.04	\$51,659.40
TOTAL AMOUNT									\$258,297.00

FIRST AMENDMENT TO AGREEMENT

This First Amendment to the *Agreement Between the City of San Diego and RBF Consulting for El Camino Real Bridge/Road Widening – Environmental Documentation (Contract No. H104890A)* dated *May 24, 2011* [Agreement], is hereby entered into by and between the City of San Diego [City], a municipal corporation, and *RBF Consulting* [Consultant].

RECITALS

A. The City and Consultant [collectively referenced herein as the “Parties”] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. RR-306817, to provide *environmental consulting services* for *El Camino Real Bridge / Road Widening Project* [Project].

B. The City desires to execute a First Amendment to the Agreement for the Consultant to provide additional Professional Services, as indicated in the expanded Scope of Services [Exhibit A-1], for a compensation amount not to exceed *\$258,297 (consisting of \$178,297 for the Scope of Services and \$80,000 for Additional Services)*, with total compensation for services provided under the Agreement not to exceed *\$651,752*.

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

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

1. Section 1.1 is amended to read as follows:

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

2. DELETE Section 2.1 in its entirety and REPLACE with the following:

“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 approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or **August 9, 2016** whichever is the earliest but not to exceed five years unless approved by City ordinance.”

3. Section 3.1 is amended to read as follows:

ADD: “The City shall pay the Consultant for all Professional Services and all expenses related to performance under this First Amendment to the Agreement, in an amount not to exceed **\$258,297**, as set forth in the Compensation and Fee Schedule [Exhibit B-1]. The Consultant shall be entitled to compensation for Professional Services under this First Amendment to the Agreement, whether within the Scope of Services or as Additional Services, based on the Compensation and Fee Schedule. For the duration of this First Amendment to the Agreement, the Consultant shall not be entitled to fees which exceed the Compensation and Fee Schedule. The Total Compensation to Consultant under this Agreement shall not exceed **\$651,752.**”

4. Section 3.2 (Additional Services) is amended to read as follows:

ADD: “If the City requires additional Professional Services [Additional Services] beyond the Scope of Services performed pursuant to this First Amendment to the Agreement, except for additional costs as described in Section 3 of this Agreement, the City shall pay Consultant an additional fee not to exceed **\$80,000**. The City and the Consultant must agree in writing upon such fee for a specific task based on the Fee Schedule prior to the Consultant beginning the Additional Services.”

5. Article VI is amended to read as follows:

DELETE Article VI in its entirety and REPLACE with the following:

“6.1 Indemnification and Hold Harmless Agreement. With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Consultant, or Consultant's employees, agents, and officers, arising out of any services performed under this Agreement, the Consultant agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party. The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the City, its agents, officers or employees.”

6. The following attachments are incorporated herein by reference as follows:
Exhibits A-1 (Scope of Services), B-1 (Compensation and Fee Schedule), C-1 (Time Schedule).

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

IN WITNESS WHEREOF, this First Amendment to the *Agreement Between the City of San Diego and RBF Consulting for El Camino Real Bridge/Road Widening – Environmental Documentation* is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Resolution No. _____ authorizing such execution, and by Consultant.

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

Date: _____

RBF Consulting

By:  _____

Name: Richard A. Rubin

Title: Executive Vice President

Date: Friday, September 6, 2013

I HEREBY APPROVE the form and legality of the foregoing Amendment on this _____ day of _____, 20__.

JAN I. GOLDSMITH, City Attorney

By: _____

Ryan Kohut

Deputy City Attorney

EXHIBIT A-1 – SCOPE OF SERVICES

ADDITIONAL WORK REQUEST EL CAMINO REAL BRIDGE/ROAD WIDENING PROJECT July 29, 2013

TASK 1 PHASE I INITIAL SITE ASSESSMENT

Based on direction received from Caltrans, RBF will prepare a Phase I Initial Site Assessment (ISA) for the proposed El Camino Real/Bridge Widening (the project), located in the city of Del Mar and San Diego, California. The ISA will be prepared in accordance with the American Society for Testing and Materials (ASTM) Standard Practice E 1527-05 and the California Department of Transportation's (Caltrans) Standard Environmental Reference (SER). It is acknowledged in this scope of work that four (4) build alternatives will be considered.

The ISA is not intended to provide specific qualitative or quantitative information as to the actual presence of hazardous materials at the site, but is to merely identify the potential presence based on available information and provide preliminary conclusions relative to site conditions. This scope specifically excludes laboratory testing, field sampling, environmental lien searches, and chain of title documents (although these can be reviewed by RBF if provided by the Client). Also, environmental lien searches and chain of title documents may be reviewed on a time and materials basis, if requested by the Client. The Phase I ISA will include the following components:

- RBF will perform a site visit, which will consist of a visual examination of the project site for visual evidence of potential environmental concerns, including existing or potential soil and groundwater contamination as evidenced by soil or pavement staining or discoloration; stressed vegetation; indications of waste dumping or burial; pits; ponds; or lagoons; containers of hazardous substances or petroleum products; electrical and hydraulic equipment that may contain PCBs, such as electrical transformers and hydraulic lifts; and underground and aboveground storage tanks. RBF will examine the physical characteristics of the property (i.e., apparent runoff directions, location of paved areas, etc.). It should be noted that the site visit specifically excludes any subsurface investigation including, but not limited to, sampling and/or laboratory analysis.
- A preliminary visual examination of immediately adjacent property conditions and their general nature will be conducted.
- An investigation of historical uses of the project site by examining locally available aerial photographs (including historical aerial photos), historical topographic maps, and other available documentation for evidence of potential environmental concerns associated with prior land uses. This analysis will be provided in table format within the ISA report. Other past investigations will also be considered, if provided by the Client.
- This scope of work assumes that permanent right-of-way acquisition at multiple properties within multiple cities, for four Build Alternatives, would be required as part of the proposed project. Investigations will be conducted for each proposed Assessor's Parcel Number (APN) to be acquired as part of the project (for each of the four Build Alternatives). This analysis will include an exhibit (for each Build Alternative) illustrating the proposed project, the existing roadway right-of-way, the proposed roadway right-of-way, APNs, and the proposed acquisition areas (to be provided by the project Engineer).

EXHIBIT A-1 – SCOPE OF SERVICES

A table will also be provided that will summarize potential recognized environmental conditions (RECs) per each APN to be acquired (for each Build Alternative).

- RBF will interview knowledgeable persons (i.e., current property owners, operators, occupants, adjacent residents, as well as applicable public agencies, if available) to identify operations conducted on the project site and neighboring properties, if any. RBF will also identify the uses of all adjoining properties (i.e., those contiguous to the project site). If such operations are likely to affect the project site by contamination with hazardous substances or petroleum products, RBF will describe the risks presented to the project site within the ISA.
- A review of information available on general geology and topography of the project site and local groundwater conditions will be conducted.
- RBF will include a review of the commercial database summaries, provided by Environmental Data Resources, Inc. (EDR), regarding public agency records for the project site and surrounding area.
- A review of property data for the project site, if available, will be conducted.
- RBF will complete the ISA Checklist, as required by Caltrans, for the project.

TASK 2 AGRICULTURAL/FARMLAND ANALYSIS

Based on direction received from Caltrans, RBF will incorporate an analysis of potential impacts to agricultural and farmland resources within the Community Impact Assessment (CIA). NEPA and the Farmland Protection Policy Act (FPPA) require Federal agencies, such as FHWA, to coordinate with the Natural Resources Conservation Service (NRCS) if their activities may irreversibly convert farmland (directly or indirectly) to nonagricultural uses. For the purposes of the FPPA, farmland includes prime farmland, unique farmland, and land of statewide or local importance. Because there are "Farmlands of Local Importance" designations within or adjacent to the project site (according to the California Department of Conservation Farmland Monitoring and Mapping Program's 2008 "Important Farmland in California" map), an analysis of farmland impacts will also be conducted and reported on in the CIA document, following guidance in the SER. A separate, stand-alone document is not completed for Farmland Impacts. If it is determined that there are viable farmlands in the project area, RBF will complete Form AD-1006 in coordination with the NRCS and Caltrans District 11, and will also complete a Farmland Conversion Impact Rating form for each project alternative, if these lands are proposed to be converted as part of project implementation.

TASK 3 SECTION 4(f) ANALYSIS

Per the direction provided by Caltrans regarding the analysis of potential impacts to recreational resources under NEPA, RBF will prepare a Section 4(f) discussion within the EA. This discussion will focus on the Del Mar Horsepark, Fairbanks Ranch Country Club, Del Mar Polo Fields, and existing and proposed trails within the project vicinity. The discussion will describe existing and/or planned activities at each facility and provide justification regarding why each facility would not be a substantially-affected Section 4(f) resource. Additional recreational facilities within a 0.5-mile radius of the project site will also be identified and discussed. This task also includes consultation with the San Dieguito River Park JPA to identify existing/planned facilities in the area.

A formal Individual Section 4(f) analysis is not included within this task. If any recreational resources within the project area are identified as Section 4(f) resources that would be

EXHIBIT A-1 – SCOPE OF SERVICES

adversely impacted by the project, additional analysis can be provided under a separate scope and fee.

TASK 4 VISUAL IMPACT ASSESSMENT

Per direction received from Caltrans, RBF has retained KTU+A to prepare a formal Visual Impact Assessment (VIA) to support the visual/aesthetics analysis within the EA. KTU+A will update and modify the Visual Study previously prepared in support of the CEQA document. The VIA will utilize recently-prepared visual simulations that have been included in the RECON EIR.

The NEPA document will take the CEQA analysis and adapt it to FHWA and local Caltrans VIA standards, assuming use of the Complex VIA template. The Complex VIA template has been substantially updated since the previous visual analysis was prepared nearly 10 years ago. Though the previous visual analysis was generally aligned with FHWA standards, it did not follow the current methodology for visual rating score sheets or existing landscape unit systems. The entire document will be reformatted to meet the latest Complex VIA template in addition to Chapter 27 guidance and additional policy documents required by Caltrans. Refinement of the project's Visual Assessment Units, sensitivity to change, and visual impact levels will also be updated to meet current Caltrans standards. KTU&A will also verify and update existing conditions within the project area, including viewer groups and viewer response in the project area.

Additionally, several alternatives analyzed in the CEQA document will not be analyzed in the NEPA VIA. Thus, all text, visual simulations, references, and figure numbering systems will be updated throughout the document.

TASK 5 NOISE MEASUREMENTS

As part of the Noise Study Report being prepared for the project, RBF has retained Entech to perform supplemental noise measurements that include simultaneous traffic counts to support existing baseline conditions at and surrounding the project site. During the noise monitoring survey phase of the noise analysis, Entech will conduct a reconnaissance of the project area to determine existing land use activities, developed lands, and undeveloped lands for which development is planned, designed and programmed, which may be affected by noise the project. Physical and terrain features which affect noise propagation and features which may be altered during construction are noted. A preliminary listing of sensitive receptors and associated noise measurement sites listed below were selected following the guidance provided in the Caltrans TeNS document (Caltrans, 2009). One long term measurement will be conducted to determine the noisiest peak hour (defines LOS C/D conditions when maximum traffic volumes are at free flowing conditions). The noise measurements will be conducted utilizing a Type I Larson Davis Sound Level meter.

Existing short-term noise level measurements at seven sites will be conducted at the worst hourly traffic noise hour. Noise measurements are conducted at identified sites to calibrate the traffic noise model and to ensure complete description of existing noise levels that are representative of the land uses along the proposed alignments. All measurements are conducted for 15 minute sampling periods during daytime off-peak hours when traffic is moving freely. At each measurement site, traffic counts are conducted concurrently with the noise measurements. The sources of noise, topographical features, ground conditions and other features that could affect current or future noise transmission are described for each receiver.

EXHIBIT A-1 – SCOPE OF SERVICES

Traffic volumes that are counted during the noise measurement survey are modeled and the resulting sound levels are compared with the measured sound levels to reach close agreement.

TASK 6 404(b)(1) ANALYSIS

RBF has retained Nordby Biological Consulting (Nordby) to prepare the 404(b)(1) Alternatives Analysis Evaluation leading to the identification of the least environmentally damaging practicable alternative (LEDPA) pursuant to 40 Code of Federal Regulations (CFR) Part 230, Section 404(b)(1) Guidelines for Specification of Disposal Sites for Dredged or Fill Material (Guidelines). The document will include:

- Alternatives developed, including those withdrawn from further consideration and alternatives considered in the EA,
- Identification of the preferred alignment,
- Agency comments on the preferred alignment,
- Guideline requirements,
- Comparison of each alternative's impacts on upland and wetland habitats,
- Potential impacts on the physical and chemical characteristics of the aquatic ecosystem, potential impacts,
- Potential impacts on biological characteristics of the aquatic ecosystem
- Potential impacts on wetlands,
- Potential impacts on human use characteristics,
- Air quality plans conformity,
- Cumulative effects,
- Actions to minimize adverse effects, and
- LEDPA identification.

This task assumes that there will be four project team meetings and four agency meetings during the preparation of the 404(b)(1) analysis. These meetings will be required to discuss impacts to sensitive wetland resources as well as impacts to animal species listed as endangered by the U.S. Fish and Wildlife Service and endangered and fully-protected by the California Department of Fish and Wildlife (CDFW). Impacts to wetlands will require coordination with regulatory agencies, including the U.S Army Corps of Engineers, the California Regional Water Quality Control Board, Caltrans District 11, Federal Highways Administration and CDFW. The 404(b)(1) alternatives assessment is a critical step in identifying and supporting the preferred federal action alternative. There are no similar projects that have resulted in impacts of this scale to an endangered and fully protected bird species – the light-footed clapper rail (*Rallus longirostris levipes*). Thus, there is no precedent for a project with this scale of potential impacts. Because the environmental issues of the project are complex, close agency coordination is critical. Because each agency will have the opportunity to review the draft 404(b)(1) analysis and the final document and will condition final regulatory permits, regular meetings are proposed to avoid delays in the review process. The four agency meetings and the four team meetings are intended to provide a mechanism for avoiding delays and facilitating discussion and feedback.

EXHIBIT A-1 – SCOPE OF SERVICES

In addition, it is assumed that Caltrans will have two reviews of the 404(b)(1) analysis, with significantly fewer issues to resolve on the second review.

TASK 7 COMPLETION OF NATURAL ENVIRONMENT STUDY

RBF has also retained Nordby for completion of the draft Natural Environment Study (NES) prepared by ICF International. Specifically, Nordby will utilize existing documentation data, and graphics prepared by ICF to complete the NES for the proposed project and process the document through Caltrans District 11. Primary components of the work effort are anticipated to include: 1) refinement of the proposed mitigation element of the project; 2) revision of the appendix presenting the City of San Diego Biology Guidelines Consistency Summary, and 3) revision of graphics, impact tables and text.

It is assumed that there will be a draft and final revision of the NES based on Caltrans review. This task also assumes up to 6 meetings with the City, Caltrans and the project team regarding revisions of the NES. This task also includes support from RBF for providing GIS and graphics services to Nordby for use in the revised NES.

This task also accounts for revisions to the NES that are required as part of revised vegetation mapping for the W-19 mitigation site performed by SANDAG. These revisions to the vegetation mapping for the W-19 will require updated text, tables, calculations, and graphics within the NES for the proposed project. Updated mitigation acreages will also need to be calculated and revised within the NES. These revisions include support from RBF for providing GIS and graphics services to Nordby.

TASK 8 WATER QUALITY ASSESSMENT REPORT

Based on direction provided by Caltrans, RBF has retained Rick Engineering to prepare a Water Quality Assessment Report (WQAR) to comply with the requirements of NEPA and support conclusions within the EA. The WQAR will include a discussion of the proposed project, the physical setting of the project area, and the regulatory framework with respect to water quality. It also provides data on surface water and groundwater resources within the project area and their water quality health, describes water quality impairments and beneficial uses, identifies potential water quality impacts/benefits associated with the proposed project, and recommends avoidance and/or minimization measures for potentially adverse impacts. The WQAR does not make conclusions regarding significance of the impacts; the determination of significance will be addressed in the NEPA document based on information provided in the WQAR.

The WQAR will be prepared using the Caltrans' "Water Quality Assessment Report Content and Recommended Format," dated June 2012. The WQAR will provide a detailed description of existing conditions, including topography, local and regional hydrology, floodplains, and geology and soils. The WQAR will also require that information from the project's NES is incorporated, as Caltrans requires a summary of biological communities, aquatic habitat, wetlands, and riparian areas. An analysis of potential impacts during the short-term construction process will also be required.

A detailed accounting of existing water quality objectives and beneficial uses for both surface water and groundwater will be provided, including a listing of impaired waters and areas of special biological significance. The impact analysis will focus on issues related to physical and chemical characteristics of the aquatic environment will be studied, biological resources, human use characteristics, and impacts during short-term construction and long-term operation.

EXHIBIT A-1 – SCOPE OF SERVICES

This scope assumes preparation and submittal of the WQAR, and one (1) round of minor revisions to address plan check comments.

TASK 9 SUMMARY FLOODPLAIN ENCROACHMENT REPORT

Based on direction received from Caltrans, a Summary Floodplain Encroachment Report (SFER) will be required for the proposed project. RBF has retained Rick Engineering to prepare and process a SFER to comply with the requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). The SFER will rely on assessment of the key items (i.e. 7 items) in accordance with 23 CFR 650.111(b)(c)(d). The SFER will be prepared using the Caltrans' "Summary Floodplain Encroachment Report" guidelines (see source below). This scope assumes one (1) round of minor revisions to address plan check comments.

Source: <http://www.dot.ca.gov/ser/vol1/sec3/special/ch17flood/chap17.htm#summary>

TASK 10 TEMPORARY CONSTRUCTION IMPACT ANALYSIS IN SUPPORT OF LOCATION HYDRAULIC STUDY

RBF has retained Rick Engineering for preparation of a Location Hydraulic Study (LHS) in support of the EA. An LHS has been drafted for different build alternatives, assuming that the impacts for all the alternatives were the same. However, Caltrans has also requested a separate LHS for the temporary impacts of the berm/trestle based on the outcome of the construction methods analysis (CMA). Therefore, a separate LHS will be prepared by Rick Engineering to document the results of the CMA. The LHS will be prepared using the Caltrans' "Location Hydraulic Study" guidelines (see source below).

Source: <http://www.dot.ca.gov/ser/vol1/sec3/special/ch17flood/chap17.htm#lhs>

TASK 11 RICK ENGINEERING – BRIDGE CONSTRUCTION METHODOLOGY AND ANALYSIS

Rick Engineering has provided (and will continue to provide) services related to the development of a construction methodology and analysis of the El Camino Real Bridge/Road Widening Project. Rick Engineering's services can be separated into two primary categories: 1) Hydrology and Hydraulics Report in support of the construction methods analysis; and 2) ongoing design services and assistance in support of the preparation of the NEPA document for the proposed project.

Hydraulic Report for Construction Methods Analysis

As a result of meetings with Caltrans and the Project Development Team (PDT), it was agreed that the following are key hydraulic considerations that should be modeled, including preliminary design, and documented within a hydraulic report. Caltrans has indicated that the results of temporary impact analysis should be incorporated into the NES and EA. Key hydraulic considerations include:

- Elevation of temporary berm or trestle;
- Low-flow opening(s) sized for daily flows and up to a specific storm event (i.e. – 1-inch storm or 2-year storm event);

EXHIBIT A-1 – SCOPE OF SERVICES

- Minimize increase to water surface elevations for larger storm events (i.e. – 10-year, 50-year, 100-year); and
- Removal of equipment from the channel with the prediction of storm events larger than those capable of bypassing through the low flow opening(s), including a factor of safety.

Primary tasks associated with the modeling and analysis required for the Hydraulic Report would be:

1. **Hydrology Analysis:** Prepare hydrologic analyses to help quantify the amount of precipitation that could be accommodated for with the temporary design alternatives that would allow low-flow storm events to pass through the project area within a defined low-flow channel (or two) and through additional low-flow temporary culverts that could extend through the temporary berm intended to support temporary construction conditions within the river corridor. Please note, this analysis is not intended to be used as a detailed hydrology study for use with other design items, more specifically only to help estimate a reasonable design approach in selecting an appropriate elevation for the berm and sizing of the low-flow openings.
2. **Hydraulics Analysis:** Prepare HEC-RAS analyses with revised geometry conditions to reflect the temporary conditions anticipated as a result of the construction methods alternatives. This includes looking at the low-flow channel opening(s) and low-flow culverts. Each geometry condition (up to three alternatives), will be analyzed with several flow conditions to reflect water surface elevations associated with varying storm events (as identified above in Hydrology).
3. **Design Analysis:** Includes designing alternatives for the low-flow trapezoidal channel that would co-function as a wildlife corridor and low-flow culverts as-needed based on the H&H analyses.
4. **Narrative and Report:** Summarize the alternatives considered and results of the modeling and analysis described above. This would elaborate on the hydraulics narrative previously generated and provided in the July 18, 2012 document for bridge construction methodologies.
5. **Meetings and Coordination:** Attend additional meetings with the PDT, Caltrans, and resource agencies, as-needed to address these items of work. Also includes coordination with the PDT and Caltrans on the design iterations considering each of the three primary considerations identified in the July 18, 2012 document. This assumes approximately 18 hours of an engineer's time.

It should be noted that this task includes work efforts already completed for the Hydraulic Report for the construction methods analysis. Efforts include the preparation of the narrative, project development team meetings, and project coordination.

This task accounts for work previously performed on the Bridge Construction Methodology Memorandum, in addition to anticipated future work on the Memorandum. The Memorandum provides a description and analysis of the following primary components:

- Construction methodologies of the proposed bridge (i.e., berm or trestle);
- A preliminary/qualitative discussion of potential noise reduction measures during construction;

EXHIBIT A-1 – SCOPE OF SERVICES

- A preliminary discussion of potential biological impacts due to bridge construction activities; and
- A qualitative discussion of potential hydraulic impacts during the construction process.

It is anticipated that additional revisions to the Bridge Construction Methodology Memorandum may be required as a result of City Development Services Department and Caltrans review of the NES.

TASK 12 MANAGEMENT, COORDINATION, AND MEETINGS

Additional management, coordination, and meetings for RBF are required in support of the technical documentation described above within Tasks 1 through 9. As part of this task, RBF will provide oversight of the preparation of technical documentation through subconsultant management, progress/schedule updates, consultation with technical specialists, and technical review.

In addition, additional funding for management, coordination, and meetings of the EA is required since RBF's scope of work assumed a maximum schedule of 16 months and up to six (6) team meetings. RBF's existing budget has been nearly exhausted over the course of the past 19 months since our contract was executed and filed and it is estimated that RBF has attended approximately 17 meetings to date. As such, this task accounts for continuing oversight of the EA effort, management of the RBF and subconsultant team, coordination and consultation with City and Caltrans staff, and maintenance/updating of the EA schedule. This task is based on an assumption of approximately three hours of management/coordination time per week for the Project Manager and two hours per week for the Environmental Analyst. This task also includes RBF's attendance at up to 14 additional meetings, which may include meetings with the Project Development Team, Caltrans, and regulatory/resource agencies, among others.

EXHIBIT B-1 - COMPENSATION AND FEE SCHEDULE

City of San Diego - El Camino Real Bridge/Road Widening Project

FEES FOR PROFESSIONAL CONSULTING SERVICES												
Billing Rate	Project Director \$205	Project Manager \$180	Sr. Engineer/ Sr. Planner \$154	Project Eng. / Project Planner \$132	Technical Specialist \$128	Graphic Artist \$91	Envir. Analyst / Staff Planner \$91	Clerical / Word Processing \$59	Tech Study Lump Sum	TOTAL HOURS	TOTAL COST	
TASK												
1	Phase I Initial Site Assessment		2		96	8		2		108	\$13,494	
2	Agricultural/Farmland Analysis		2				34	2		38	\$3,572	
3	Section 4(f) Analysis		4				54	2		60	\$5,752	
4	Visual Impact Assessment		2				4		\$11,075	6	\$11,799	
5	Noise Measurements		2				2		\$5,817	4	\$6,359	
6	404(b)(1) Analysis		4				6		\$13,258	10	\$14,524	
7	Completion of NES		4			71	8		\$22,900	83	\$30,809	
8	Water Quality Assessment Report		2				4		\$15,410	6	\$16,134	
9	Summary Floodplain Encroachment Report		6				8		\$2,500	14	\$4,308	
10	Temporary Hydraulics		4				6		\$1,400	10	\$2,666	
11	Construction Methodology		16				30		\$33,850	46	\$39,460	
12	Management/Coordination/Mtgs.	8	100				80			188	\$26,920	
	<i>Subtotal - Labor Hours</i>	<i>8</i>	<i>148</i>	<i>0</i>	<i>0</i>	<i>96</i>	<i>79</i>	<i>236</i>	<i>6</i>	<i>573</i>		
	Subtotal - Labor Cost	\$1,640	\$26,640	\$0	\$0	\$12,288	\$7,189	\$21,476	\$354	\$406,210	\$175,797	
	Reproduction /Delivery Expenses (Allowance)										\$2,500	
	Subtotal - Direct Costs										\$2,500	
TOTAL										\$178,297		
ADDITIONAL SERVICES										\$80,000	0	\$80,000
GRAND TOTAL (SCOPE + ADDITIONAL SERVICES)										\$258,297		

EXHIBIT C-1 – TIME SCHEDULE

<u>Task #</u>	<u>DURATION (from initiation of task)</u>
1. Phase I Initial Site Assessment	4 Months
2. Agricultural/Farmland Analysis	2 Months
3. Section 4(f) Analysis	2 Months
4. Visual Impact Assessment	4 Months
5. Noise Measurements	2 Weeks
6. 404(b)(1) Analysis	6 Months
7. Completion of NES	9 Months
8. Water Quality Assessment Report	3 Months
9. Summary Floodplain Encroachment Report	1 Month
10. Temporary Hydraulics	2 Weeks
11. Construction Methodology	2 Months
12. Management/Coordination/Mtgs.	Varies (ongoing)
Additional Services	Varies

Note: Timelines are approximate, subject to external factors such as agency consultation and review times.



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 Workforce Report (WFR).

CONTRACTOR IDENTIFICATION

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

Name of Company: RBF Consulting, a company of Michael Baker Corp.

AKA/DBA: NA

Address (Corporate Headquarters, where applicable): 14725 Alton Parkway

City Irvine County Orange State CA Zip 92618

Telephone Number: (949) 472-3505 FAX Number: (949) 472-8373

Name of Company CEO: S. Robert Kallenbaugh / James E. McDonald

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

Address: 9755 Clairemont Mesa Blvd., San Diego, 92124 / 5050 Avenida Encinas, Ste. 260, Carlsbad, 92008

City San Diego County San Diego State CA Zip 92124

Telephone Number: (858) 614-5000 FAX Number: (858) 614-5001

Type of Business: Consulting Engineer Type of License: NA

The Company has appointed: Katherine Burdick

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: 14725 Alton Parkway, Irvine, CA 92618

Telephone Number: (949) 472-3505 FAX Number: (949) 472-8373

- 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 RBF Consulting

(Firm Name)

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

herein is true and correct. This document was executed on this 7th day of August 2013

Kathleen Silhasek
(Authorized Signature)

Kathleen Silhasek, Human Resources Manager
(Print Authorized Signature)

SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. Contractors may also list participation by MBE, WBE, DBE, DBVE and OBE firms. However, no additional points will be awarded for participation by these firms, except that DVBEs that qualify as local businesses shall counted as SLBEs.

Contractor 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 services, and percent of participation in the project.

Subcontractors shall be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (*MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED
KTU+A 3916 Normal Street San Diego, CA 92103	Visual Impact Assessment (VIA)	4.28	OBE	N/A
Entech Consulting Group 43410 Business Park Dr. Temecula, CA 92590	Noise Measurements	2.25	DBE	Caltrans
Nordby Biological Consulting 5173 Waring Road #171 San Diego, CA 92120	404(b)(1) Analysis and Natural Environment Study (NES)	14.00	SBE/SLBE	State of California/N /A
Rick Engineering Company 5620 Friars Road San Diego, CA 92110	Water Quality Assessment Report (WQAR)/Hydra ulics Study; Construction Methodology	20.58	OBE	N/A

* Listed for informational purposes only.

** Consultant shall indicate if Subcontractor is certified by one of the agencies listed in Section VII of the Equal Opportunity Contracting Program (EOCP) Attachment.

List of Abbreviations:

Certified Minority Business Enterprise
Certified Woman Business Enterprise

MBE
WBE

ATTACHMENT BB

Certified Disadvantaged Business Enterprise	DBE
Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE
Small Local Business Enterprise	SLBE
Emerging Local Business Enterprise	ELBE

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: El Camino Real Bridge/Road Widening **PRIME CONTRACTOR:** RBF Consulting

CONTRACT AMOUNT: \$258,297 **INVOICE PERIOD:** _____ **DATE:** _____

Include Additional Services Not-to-Exceed Amount

Subcontractor	Indicate SLBE, ELBE, 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
KTU+A	OBE					\$11,075	4.28
Entech Consulting	DBE					\$5,817	2.25
Nordby Biological Consulting	SBE/SLBE					\$36,158	14.00
Rick Engineering Company	OBE					\$53,160	20.58
Prime Contractor Total:	\$152,087						
Contract Total:	\$258,297						

Completed by: Monica King



THE CITY OF SAN DIEGO

CONSULTANT AWARD TRACKING FORM

Consultant Award Tracking Form: The purpose of this form is to track the cumulative amount of money awarded to both architectural and engineering (A&E) firms and non-A&E firms; and to ensure that the cumulative amount of money awarded to consultant does not exceed \$250,000 for non-CIP funded contracts and \$1,000,000 for CIP funded contracts in a fiscal year including this contract. If this cumulative award limit is exceeded, inclusive of this contract award, Council approval is required.

A copy of this form must be attached to forms Mayoral Action PA-2625, Mayoral Action 1544, Council Action 1472 and Purchase Orders for processing.

THIS SECTION TO BE COMPLETED BY CITY STAFF

Date: 08/21/2013 Department Name: Public Works - ECP
City Project Manager: Dean Marsden
Name of Firm: RBF Consulting
Project Name: El Camino Real Bridge / Road Widening
Contract or Amendment Amount: \$ 258,297

Appropriate approval authority:

- Mayoral Action PA-2625
Mayoral Action 1544
Council Action 1472
Purchase Order

THIS SECTION TO BE COMPLETED AND REVIEWED BY CONSULTANT

The City reserves the right to disqualify any Consultant if this tracking form is not completely and accurately executed prior to the contract award.

If it is determined subsequent to the contract award that this tracking form was not accurately executed, the underlying contract will be illegal and deemed void if awarded without Council approval and it is beyond the limits set in Municipal Code Section 22.3207. In such an instance, the City shall not be responsible for any losses or damages which may result from the void contract and reserves the right in its sole discretion to award the contract to another consultant.

Dollar amount awarded to the consultant by the City of San Diego this fiscal year (July 1 through June 30) including this contract or amendment: \$ 258,297.00

I hereby certify that I am an authorized representative of:

RBF Consulting

(Name of Firm)

and that I have read and understand this form this 11th day of September - 2013

(Day)

(Month)

(Year)

By Erin Hunter

Erin Hunter

(SIGNATURE of Authorized Representative)

(PRINTED name of Authorized Representative)

COPY DUPLICATE ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
RBF CONSULTING FOR
EL CAMINO REAL BRIDGE / ROAD WIDENING –
ENVIRONMENTAL DOCUMENTATION (FEDERAL VERSION)**

CONTRACT NUMBER: H104890A

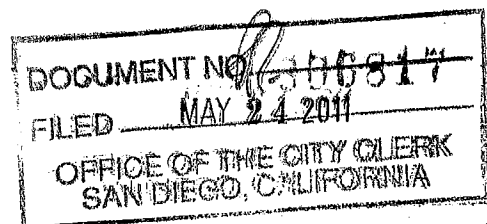


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CONSULTANT AGREEMENT EXHIBITS

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- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Work Force Report
 - (BB) Subcontractors List
 - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Consultant Evaluation Form
- Exhibit G - Vendor Registration Form
- Exhibit H - Contractor Standards Pledge of Compliance
- Exhibit I - Determination Form
- Exhibit J - California Labor Code Sections 1720 and 1771
- Exhibit K- Equal Benefits Ordinance Certification of Compliance

ATTACHMENTS

- 1 Certification of Local Agency
- 2 Certification of Consultant

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND RBF CONSULTING
FOR CONSULTANT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and RBF Consulting [Consultant] for the Consultant to provide Services to the City for Environmental Consulting Services.

RECITALS

The City wants to retain the services of a Environmental Consulting firm to provide Environmental Consulting services [the Services].

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

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

ARTICLE I

CONSULTANT SERVICES

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

1.1 Scope of Services. The Consultant shall perform the 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 the 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 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. However, when this Agreement refers to an act or approval to be performed by City, that act or approval shall be performed by the Mayor or his 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. If the City deems it appropriate, an equitable adjustment to the Consultant's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

1.4 Written Authorization. Prior to performing any Services, the Consultant shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Consultant shall immediately advise the City in writing of any anticipated change in the Scope of Services (Exhibit A), 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 Services in accordance with applicable laws and accepted industry standards.

1.5 Confidentiality of Services. All 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 Subcontractors 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. If applicable, the Consultant shall comply with the following: Consultant shall ensure that any plans, specifications, studies, or reports prepared, required, or recommended under this Agreement allow for competitive bidding. The Consultant shall prepare such plans, specifications, studies, or reports so that procurement of services, labor or materials are not available from only one source, and shall not prepare plans, specifications, studies, or reports 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, specifications, studies, or reports. 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 approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion

of the Scope of Services or January 2, 2016 whichever is the earliest but not to exceed five years unless approved by City ordinance.

2.2 Time of Essence. Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of the Scope of Services (Exhibit A) is set forth in the Time Schedule (Exhibit C).

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 Services within the time frames set forth in the Time Schedule (Exhibit C). 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 City's requirements for the Services, the City may exercise its rights under Sections 2.5-2.7 of this Agreement.

2.4 Delay. If delays in the performance of the 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 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 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 Services the Consultant has satisfactorily 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 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 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 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 Services under this Agreement. For services satisfactorily rendered in completing the work, the Consultant shall be entitled to fair and reasonable compensation for the 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 documents or records related to the Consultant's Services. 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 satisfactorily 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.

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, for a total contract amount not exceeding \$393,455.00. The compensation for the Scope of Services shall not exceed \$368,455.00, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$25,000.00.

3.2 Additional Services. The City may require that the Consultant perform additional Professional Services [Additional Services] beyond those described in the Scope of Services [Exhibit A]. 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 (Exhibit B). The City will pay the Consultant for the performance of Additional Services in accordance with Section 3.3.

3.3 Manner of Payment. The City shall pay the Consultant in accordance with the Compensation and Fee Schedule (Exhibit B). 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.

3.4 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 Subcontractor overhead, construction, materials, demolition, and related costs. The Consultant shall not be paid for the 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, the 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 80 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 than the maximum compensation for this Agreement.

ARTICLE IV

CONSULTANT'S OBLIGATIONS

4.1 Industry Standards. The Consultant agrees that the Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent Environmental Consulting 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 his designee, 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 Subcontractor's premises to review and audit the Consultant's or Subcontractor'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 the Consultant's premises, of any and all records related to the Services provided hereunder 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

are necessary to discover and verify that the Consultant or Subcontractor 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 are 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 and all subcontractors shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Consultant and Subcontractors shall make available to the City for review and audit, all Service related accounting records and documents, and any other financial data. Upon the City's request, the Consultant and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

4.2.3 City's Right Binding on Subcontractors. 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 Subcontractors.

4.2.4 Compliance Required before Mediation or Litigation. A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the Consultant's and Subcontractors 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 Consultant shall not begin the Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates reflecting evidence of all insurance as set forth herein; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required in Section 4.3.3 of this Agreement; and (c) confirmed that all policies contain the specific provisions required in Section 4.3.4 of this Agreement. Consultant's liabilities, including but not limited to Consultant'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 Consultant'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 Consultant 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 Consultant 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 million per occurrence and subject to an annual aggregate of \$2 million. 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 Consultant's automobiles including owned, hired and non-owned automobiles, the Consultant 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 Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Consultant 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 Consultant 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 Professional Liability. For all of the Consultant's employees who are subject to this Agreement, the Consultant 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 Consultant 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 Consultant 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.

4.3.2 Deductibles. All deductibles on any policy shall be the responsibility of the Consultant 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 Consultant's insurance and shall not contribute to it.

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 Consultant.

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

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.

4.3.5 Reservation of Rights. The City reserves the right, from time to time, to review the Consultant's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Consultant 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 Consultant 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 Subcontractors. The Consultant's hiring or retaining of any third parties [Subcontractors] to perform Services [Subcontractor Services] is subject to prior approval by the City. The Consultant shall list on the Subcontractor List [Exhibit D Attachment BB] all Subcontractors 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 Subcontractor 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 Subcontractor Services. The Consultant's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subcontractor 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 Subcontractor Contract. All contracts entered into between the Consultant and any Subcontractor shall contain the information as described in Sections 4.6 and 4.7, and shall also provide as follows:

4.4.1.1 Each Subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Agreement. Each Subcontractor shall obtain, and the Consultant shall require the Subcontractor to obtain, all policies described in Section 4.3.1.

4.4.1.2 The Consultant is obligated to pay the Subcontractor, for Consultant and City-approved invoice amounts, out of amounts paid by the City to the Consultant, not later than fourteen working 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 Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

4.4.1.3 In the case of a deficiency in the performance of Subcontractor Services, the Consultant shall notify the City in writing of any withholding of payment to the Subcontractor, 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 Subcontractor must take in order to receive the amount withheld. Once the Subcontractor corrects the deficiency, the Consultant shall pay the Subcontractor the amount withheld within fourteen working days of the Consultant's receipt of the City's next payment.

4.4.1.4 In any dispute between the Consultant and Subcontractor, 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 Subcontractor should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

4.4.1.5 The Subcontractor 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.

4.4.1.6 The City is an intended beneficiary of any work performed by the Subcontractor for purposes of establishing a duty of care between the Subcontractor and the City.

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 Subcontractor 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 Subcontractor 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 Subcontractors 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 Subcontractors.

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 Subcontractors, vendors or suppliers. The Consultant shall provide equal opportunity for Subcontractors to participate in subcontracting 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 Subcontractors, vendors and suppliers.

4.6.3 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 Subcontractors, 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 San Diego Resolution 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 Subcontractor's Agreements. The Consultant further certifies that each contract for Subcontractor Services for this Agreement shall contain language that binds the Subcontractor 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 Subcontractors shall be individually responsible for their own drug-free work place program.

4.8 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.

4.9 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.

4.9.1 If, in performing the 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. The determination as to whether any individual members of the Design Professional's organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit I).

4.9.1.1 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.

4.9.1.2 If the City requires the Consultant to file a statement of economic interests as a result of the 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.

4.9.2 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.

4.9.3 The Consultant's personnel employed for the Services shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. 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.

4.9.4 If the Consultant violates any conflict of interest law or any of the provisions in this Section 4.9, 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.

4.10 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the 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. The 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.

4.11 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.

4.12 Attorney 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.

4.13 Notification of Increased Construction Cost. If applicable, at any time prior to the City's approval of the final plans, specifications, studies, or report, 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).

4.14 ADA Certification. The Consultant hereby certifies that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

ARTICLE V

FEDERAL REQUIREMENTS

5.1 This Project is funded by the Highway Bridge Program (HBP). 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).

5.2 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 FHWA, the Comptroller General of the United States, or their duly authorized representatives.

5.3 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.

5.4 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.

5.5 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 J].

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

5.7 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.

5.8 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.

5.9 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.

5.10 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.

5.11 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.

5.12 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.

5.13 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 VI

INDEMNIFICATION

6.1 Indemnification and Hold Harmless Agreement. With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Consultant, or Consultant's employees, agents, and officers, arising out of any services performed under this Agreement, the Consultant agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party. The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the City, its agents, officers or employees.

ARTICLE VII

MEDIATION

7.1 Mandatory Non-binding Mediation. With the exception of Sections 2.5-2.7 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, prior to the initiation of any litigation, the Parties agree to attempt 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.

7.2 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 other 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.

7.3 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.

7.3.1 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.

7.3.2 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 frame.

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

7.4 **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.

7.4.1 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.

7.4.2 Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be "non-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 VIII

INTELLECTUAL PROPERTY RIGHTS

8.1 **Work For Hire.** All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is "work for hire" under the United States Copyright law and shall become the sole property of the City. The Consultant, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

8.2 **Rights in Data.** All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s) in the Deliverable Materials, developed by the Consultant, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Consultant, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Consultant's work on behalf of the City without prior written consent of the City.

8.3 Intellectual Property Rights Assignment. Consultant, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

8.4 Moral Rights. Consultant, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Consultant, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Consultant, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity in or to the Deliverable Materials and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

8.5 Subcontracting. In the event that Consultant utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Consultant and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

8.6 Publication. Consultant may not publish or reproduce any Deliverable Materials, for purposes unrelated to Consultant's work on behalf of the City without prior written consent of the City.

8.7 Intellectual Property Warranty and Indemnification. Consultant represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Consultant to produce, at Consultant's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition

to any other remedy available to the City under law or equity. Consultant further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Consultant receives payment under this contract, City shall be entitled, upon written notice to Consultant, to withhold some or all of such payment.

8.8 Enforcement Costs. The Consultant agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Article 8, including but not limited to, attorney's fees.

8.9 Ownership of Documents. Once the Consultant has received any compensation for the Professional Services performed under this Agreement, all documents, including but not limited to, original plans, maps, 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.

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: Engineering and Capital Projects Department, 600 B Street, Suite 800, San Diego, CA 92101, Attn: Dean Marsden, Mail Station 908A and notice to the Consultant shall be addressed to: RBF Consulting, 9755 Clairemont Mesa Blvd., Suite 100, San Diego, CA 92124-1324.

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 Subcontractors 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 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 Subcontractor Principals for Consultant 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: Lorraine Ahlquist [Project Team]. Accordingly, performance of Professional Services on the Project may not be delegated to other members of the Consultant's organization or to Subcontractors 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. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Consultant. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. 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. 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 and Attorney Fees. The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney 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, amendment, 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.

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 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 without respect 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 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 the Services.

9.15 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.

9.16 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.

9.17 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.

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

9.19 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.

9.20 Consultant Evaluation. City will evaluate Consultant's performance of Services using the Consultant Evaluation Form (Exhibit F).

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

9.22 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive, completion and acceptance of the Professional Services and termination or completion of the Agreement.

9.23 Vendor Registration. All consultants wishing to conduct business with the City of San Diego, or those intending to compete for City contracts, must submit a completed Vendor Registration Form (Exhibit G) to the City of San Diego's Purchasing & Contracting Department. This form must be received by the City prior to competing for or being awarded any contracts.

9.24 Contractor Standards. This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as (Exhibit H). The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

9.25 Equal Benefits Ordinance. This Agreement is subject to the Equal Benefits Ordinance [EBO]. All consultants are required to complete the Equal Benefits Ordinance Certification of Compliance included herein as Exhibit K. Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements. Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

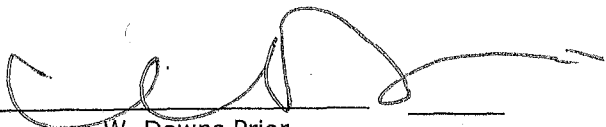
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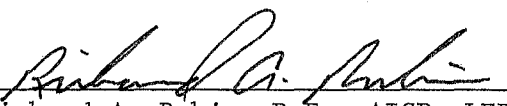
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution No. 306817, authorizing such execution, and by the Consultant pursuant to RBF Corporate Authorization Levels

Dated this 4th day of August, 2011.

THE CITY OF SAN DIEGO
Mayor or Designee


By: 
W. Downs Prior
Principal Contract Specialist
Public Works Contracting

I HEREBY CERTIFY I can legally bind RBF Consulting and that I have read all of this Agreement, this 25th day of July, 2011.

By: 
Richard A. Rubin, P.E., AICP, LEED AP
Executive Vice President

I HEREBY APPROVE the form and legality of the foregoing Agreement this 9th day of August, 2011.

JAN I. GOLDSMITH, City Attorney

By: 
Deputy City Attorney

CONSULTANT AGREEMENT 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 Local Agency Proposer DBE Information (Consultant)
 - BB Local Agency Bidder DBE Information (Construction) -RESERVED
 - CC Final Report - Utilization of DBE, First Tier Subcontractors-RESERVED
 - DD Monthly DBE Trucking Verification-RESERVED
 - EE Local Agency Proposer UDBE Commitment (Consultant)
 - FF Local Agency Bidder UDBE Commitment (Construction) -RESERVED
 - GG Subcontracting Request
 - HH UDBE Information-Good Faith Efforts
 - II Subcontractor List
 - JJ DBE Certification Status Change
 - KK Workforce Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Consultant Evaluation Form
- Exhibit G - Vendor Registration Form
- Exhibit H - Contractor Standards Pledge of Compliance
- Exhibit I - Determination Form
- Exhibit J- California Labor Code Sections 1720 and 1771
- Exhibit K- Equal Benefits Ordinance Certification of Compliance

ATTACHMENTS

- 1 Certification of Local Agency
- 2 Certification of Consultant

SCOPE OF SERVICES

SCOPE OF WORK

TASK 1.0 PROJECT MANAGEMENT

RBF will manage project duties for the project in order to assure a cost efficient, quality process. As the prime contractor, our staff will provide a suite of disciplines to effectively coordinate and communicate leading to project approval. Within this task, RBF will do the following:

- Prepare and maintain the environmental quality control plan
- Prepare monthly project documentation and invoicing
- Prepare and maintain the project schedule for environmental approval activities

RBF will take an aggressive approach to ensure the timely resolution of issues. Note: This budget assumes that the project EA phase will take no more than 16 months. If this project phase lasts longer, the budget for project management will be adjusted to accommodate additional meetings, monthly documentation, etc. approach, discuss and identify any additional information needs, and review the projected permitting schedules, mainly via telephone, mail, and fax, but up to six team meetings also will be required. Objectives of the coordination will include identifying feasible mitigation options and preparing for initial and final coordination with regulatory agencies. RBF will arrange meetings, prepare agendas, distribute minutes and other relevant materials, provide progress reports and schedule updates, and provide a list of action items to the team.

TASK 2.0 ENVIRONMENTAL APPROVAL

The RBF Team would provide management and analysis services to complete the NEPA Environmental Assessment (EA) and supporting technical studies as well as the refinement of previously prepared studies utilized for the CEQA approval.

The Caltrans environmental experience of the RBF Team will ensure a streamline preparation of the environmental documentation pursuant to FHWA Standards consistent with Caltrans' Standard Environmental References (SER). In addition, the RBF Team's extensive background in regulatory permitting will enable the RBF Team to utilize relationships with local jurisdictions to complete the required permits, coordinate successful meets, and provide leverage during negotiations with the resource agencies.

TASK 2.1 PROJECT KICK-OFF AND PROJECT DESCRIPTION

The RBF team will assist the City in getting the project moving in fast forward. RBF will work with City staff in preparing an agenda for the kick-off meeting and will be

responsible for pursuing action items identified during the course of the meeting. Based upon the kick-off meeting discussion and City direction, RBF will prepare a detailed work plan and schedule for completing key milestones for project implementation. The RBF team will bring their knowledge and experience from working on similar projects that have transitioned from CEQA to NEPA to the table for discussion. RBF will work with the E&CP Department to determine the management and communication approach best suited for this project and the extent to which the team will convene throughout the course of the project (e.g., monthly or bi-weekly progress meetings). Project team communication protocol would be established at this time as well. The kick-off meeting would be used to establish schedules and expectations of the project team and participating agencies. All available documentation and files on the project would be provided to the RBF team in order to expedite the first leg of the project - existing data review and research. This task is included on a time and materials basis not to exceed the budgeted fee and 30 hours for this task.

TASK 2.2 RESEARCH AND INVESTIGATION

Following the project kick-off meeting, the RBF team will review all available data, including engineering/feasibility studies, environmental studies, planning documents, geohydrology and engineering studies for the project. RBF will utilize as much existing data as possible and supplement where necessary.

The RBF team will identify data gaps, additional data needs and environmental survey or assessment constraints, such as seasonal survey limitations and compatibility with the project schedule. This task is included on a time and materials basis not to exceed the budgeted fee and 31 hours for this task.

TASK 2.4 TECHNICAL STUDIES

The following environmental issue areas may need further review and/or analysis for NEPA compliance. The work efforts associated with each of these issue areas is provided below.

BIOLOGICAL RESOURCE SERVICES

NATURAL ENVIRONMENT STUDY

Consultant will review previously prepared study to ensure that the literature review is up to date and document any existence or potential occurrence of sensitive plant and animal species on the project site or in the vicinity. Federal and State lists of sensitive species and current database records, including the California Natural Diversity Data Base (California

Department of Fish and Game, 2007) and the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants of California (Skinner, et al., 2007), will be examined. In accordance with Caltrans guidelines, Consultant will re-submit, if necessary, a letter to the U.S. Fish and Wildlife Service requesting a list of threatened and endangered species known from the project vicinity. The results of the records search will be summarized in a table and included in the NES. The Biological Study Area (BSA) will be determined through coordination with a Caltrans Biologist.

If necessary, the fieldwork will be conducted by qualified Consultant biologists in order to re-document the presence/absence of sensitive biological resources (e.g., species or habitats), or to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. A jurisdictional delineation, described below, will be conducted as part of this NES. Additional focused surveys that may be required are described in the Potential Additional Technical Studies section below.

Consultant will update the NES that will include a description of the field methods used and the results of the biological assessment of the project area. The report will include a list of plant and animal species present within the project area and a general description of the plant communities occurring. If any sensitive resources are found on the site, Consultant will prepare and include in the NES a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. Tables describing sensitive species and their habitats that are present or potentially present will also be provided in the report. Our report will also identify and assess project impacts on the existing biological resources, including any sensitive species. Mitigation measures will also be included as necessary. These mitigation measures may be conceptual (i.e., specific restoration plans are not included in this scope).

The proposed scope of services includes an update to the existing NES to be reviewed by (1) the City of San Diego, and (2) Caltrans. The RBF team will prepare and distribute up to five copies of the NES for each of the two review cycles and will respond to comments and update the NES as needed for completion of each cycle.

The Consultants biologist will be available to attend up to two team meetings, including PDT meetings.

Focused Surveys for Special Status Species

Based on the results of a previous literature review, the proposed project may have potential effects to the following special status species:

- Arroyo Toad

- Least Bell's Vireo
- Light Footed Clapper Rail
- Belding Savannah Sparrow
- Quino Checkerspot Butterfly
- Pacific Pocket Mouse
- Southwestern Willow Flycatcher

If the general biological field survey reveals that suitable habitat is present for the above species, or any other species identified during the preparation of the NES, then additional surveys may be required in order to determine the presence or absence of such species. The scope of these surveys would be dependent on the extent of habitat to be surveyed for a particular species, and coordination with the U.S Fish and Wildlife Service (USFWS) and/or California Department of Fish and Game (CDFG) as appropriate. Since the scope and nature of the surveys has not yet been determined, the cost for focused surveys cannot be accurately estimated. However, an estimate of costs has been included based on the focused survey study area noted in the June 2006 NES for each species.

Consultant will prepare letter reports summarizing the results of any necessary focused surveys.

BIOLOGICAL ASSESSMENT

If threatened or endangered species may be affected by the project, coordination with the USFWS and CDFG will be required for compliance with the Federal/State Endangered Species Acts.

In the event that endangered species (i.e., arroyo toad, least Bell's vireo, light footed clapper rail, southwestern willow flycatcher, & Quino checkerspot butterfly) or critical habitats are present, Consultant will be available to provide assistance with the Endangered Species Act Section 7 Consultation process, including preparation of the Biological Assessment, attendance at meetings, coordination with the project team, responding to information requests from the U.S. Fish and Wildlife Service, and researching mitigation options. Assistance with the Section 7 Consultation process is an included task. Until the field work and NES have been completed, the cost for preparation of a Biological Assessment is an estimated cost to complete 7 Consultation services.

CWA SECTION 404(B)(1) ALTERNATIVES ANALYSIS

RBF will prepare a "water-dependency" Alternatives Analysis required under Section 404(b)(1) of the federal Clean Water Act. RBF assumes up to three (3) alternatives

(provided by the client) will be evaluated in detail as part of the Alternatives Analysis. The feasibility and practicability of each alternative will be discussed. The 404(b)(1) Alternatives Analysis is required to identify possible alternatives that could avoid, minimize, or mitigate for impacts caused by the proposed action while still accomplishing the objectives of the project. When considering if an alternative is superior to the proposed action, several factors will be considered, including economic impacts.

RBF Consulting assumes the client will provide any economic data and preliminary engineering information to include within the alternatives analysis. This task includes the preparation of up to six exhibits to help illustrate the project and support written text.

CULTURAL RESOURCE SERVICES

Tierra has previously conducted four cultural resources inventories for the project as it has changed over time. Three sites CA-SDI-14,969, CA-SDI-8,225/H and CA-SDI-10,117 were recorded adjacent to the project area and an effort was made to relocate them and determine whether they extend into the APE. All three of these sites were relocated and found to be outside the APE. CA-SDI-686 Locus C appears to have been heavily impacted by the realignment of El Camino Real and was not relocated within the APE. Only a small amount of shell was identified southwest of the proposed project in an area of tomato fields.

While nothing is specifically known to exist within the APE, the project vicinity, i.e., the alluvial San Dieguito River Valley, has documented buried archaeological resources of extreme importance to the understanding of the San Dieguito Complex and the cultural history of widely and potentially applicable regions of the greater U.S. west, Great Basin, and Southwest.

Archaeological monitoring is recommended for earth moving activities and Native American monitor should also be present. Tierra has authored a cultural resources late discovery plan outlining the methods for dealing with potential archaeological discoveries should they be encountered during construction.

Should the APE change from that approved in 2006 to include areas that were not originally surveyed earlier, it will be necessary to conduct a cultural resources survey for these areas. If the changes are such that the APE abuts parcels not previously considered in the earlier technical documents it will be necessary to evaluate any structures present within these parcels. This task is included on a time and materials basis not to exceed the budgeted fee and hours (32 hours for Consultation with Native American Heritage Commission; 34 hours for Historical Property Survey Report; and 35 hours for the Historical Resources Evaluation Report) for this task.

AIR QUALITY ASSESSMENT

RBF will update the air quality analysis technical study and global climate change documentation consistent with Caltrans SER guidelines, to include a discussion on the current status of the California Clean Air Act and the San Diego Air Pollution Control District's (SDAPCD) 2009 Regional Air Quality Strategy Revision (RAQS). Existing pollutant data will be obtained from the nearest SDAPCD monitoring station.

Emission factors will be based on the use of EMFAC7 and U.S. EPA 42 emission factors. Consistency with the 2009 Regional Air Quality Strategy Revision (RAQS) will be evaluated based upon Conformity Analysis criteria for public works projects.

Asbestos is an air quality, as well as a hazardous materials, issue. If structural demolition is needed, the release of friable asbestos may be an abatement issue. Structural asbestos is regulated by Federal and related State/air district regulations. Due to the existing bridge and potential disturbance of the bridge, a structural asbestos analysis may be required.

Utilizing the CEQA compliant air quality analysis to the maximum extent possible, RBF will provide additional analyses that are required per FHWA Conformity requirements ensuring the additional analyses are performed and documented in consistency with Caltrans SER guidelines. FHWA Conformity requirements may include the include completing the transportation air quality checklist, determining if the project is subject to conformity requirements, if it is documented in and thereby conform to the RTP and RTIP, ensuring the project is not a Project of Air Quality Concern (POAQC) for PM 10 and PM 2.5, a CO Hot Spot Analysis, and a Mobile Source Air Toxics (MSAT) analysis. These additional work efforts and analysis related to FHWA Conformity requirements must strictly adhere to Caltrans SER guidelines. This task is included on a time and materials basis not to exceed the budgeted fee for this task.

NOISE IMPACT ANALYSIS

As this project will receive federal funding it is required to undergo CEQA and NEPA review to identify the environmental impacts of the project and determine whether identified impacts are significant. However, the requirements for CEQA compliance and NEPA compliance vary greatly within the requirements and approaches to analyses between a CEQA noise study and a NEPA compliant Noise Study Report (i.e. utilizing the Caltrans Traffic Noise Analysis Protocols (TNAP)). Details of the required components for the Noise Study Report, as provided in the Caltrans SER guidelines are discussed in further detail below.

The El Camino Real Bridge/Road Widening project will physically alter an existing highway which significantly changes either the horizontal or vertical alignment or

increases the number of through traffic lanes, classified as Type 1 projects, are required to undergo a detailed traffic noise analysis to satisfy NEPA/CEQA, FHWA, and the California Streets and Highways Code, Section 216 requirements. The traffic noise analysis will be performed in accordance with FHWA guidance 23 CFR 772, the Caltrans Traffic Noise Analysis Protocol (August, 2006) and the Caltrans Technical Noise Supplement (October, 1998).

The initial noise analysis was presented in the 2006 Draft Environmental Impact Report (EIR) with the associated noise technical report utilizing the 1998 Caltrans Noise Protocol and Sound 32 model. Since the development of the initial noise analysis, Caltrans has updated their Noise Protocol document in August of 2006. As the Record of Decision for the environmental document for this project will occur beyond 2 years from this revision publication date, the new Caltrans Protocol and the Traffic Noise Model (TMN 2.5) will be utilized to update the previously prepared studies. It is anticipated that the overall conclusions from the previous noise analysis will not change substantially but that the Noise Study Report will be updated to reflect new Caltrans format and model changes. Further, it is assumed that the design alternatives will remain the same as defined in the initial NSR.

PREDICTIVE NOISE MODELING

Utilizing the TNM2.5 files obtained from RECON, noise modeling results will be updated from CNEL to Leq values to predict current, future no-build and build alternatives. The prediction of noise levels will be based on the same inputs such as projected traffic volume (average daily traffic), traffic mix (percentage of truck traffic), topography and distance of the project from the receptors that was utilized for the CEQA analysis. Peak hour noise in the design year for the project will be modeled at selected noise sensitive receptors based on forecast traffic volumes that were utilized in the CEQA analysis. Modeling must be adequate to accurately predict the noise levels at each of the receptors, assess the number of properties within 500 feet of the project that are impacted or will be impacted and determine the increase in traffic noise. Predicted noise impacts for the future build alternatives will be compared to the future no-build alternative to determine if a noise impact. A noise impact occurs when: 1) there is a substantial noise increase (when the predicted noise levels with the project exceed existing noise levels by 12 dBA) or/and; 2) the future traffic noise level with the project approaches or exceeds the noise abatement criteria (NAC).

NOISE ABATEMENT EVALUATION

In accordance with FHWA and Caltrans requirements, noise abatement measures will be considered at locations along the alignments where traffic noise impacts are predicted. If

traffic noise impacts are predicted at the sensitive receptors, noise abatement measures must be evaluated at these locations. Preliminary noise abatement design includes considerations such as barrier heights, lengths, and location. Noise abatement is only considered where frequent human use occurs and a lowered noise level would be of benefit. A feasible and reasonable analysis will be performed at sensitive receptor locations where a traffic noise impact was predicted. Noise abatement will be included as part of the project only if constructing the abatement is reasonable and feasible. Noise abatement will be evaluated at impacted sensitive receptor locations by varying wall heights until a 5dBA reduction in the future noise level is achieved. Other considerations such as topography, access requirements, other noise sources and safety considerations will be included as part of the feasible review. Those sensitive receptors that are determined to be feasible will undergo a reasonableness review. To determine whether a noise abatement measure is reasonable, a cost-benefit analysis will be conducted taking into account: absolute noise level, build versus existing noise, environmental impacts of abatement, public and local agencies input, newly constructed development versus development pre-dating 1978 and the total noise abatement allowance versus the project cost. The preliminary decision of providing noise abatement for exteriors of residential areas in activity Category B is made from the reasonable allowance per benefited residence.

If the traffic noise impacts predicted have a potential to cause a significant adverse environmental impact due to either one or both of the following:

- A substantial noise increase and/or;
- The proposed noise abatement has a potential for a significant effect on a competing resource such as designated scenic highways, scenic vistas, historical sites, endangered species, etc. mitigation must be considered under CEQA requirements. In addition, it must be further evaluated whether the proposed noise mitigation itself will result in a significant adverse environmental effect before the public involvement process is conducted. If the proposed project or the proposed noise abatement would result in a significant environmental effect, then an overall mitigation plan must be developed and reported in the Draft Noise Technical Report before incorporating into the Draft EIS/EIR Noise Technical Section for circulation to solicit public input.

NOISE STUDY REPORT

A noise study report will be developed to summarize the findings from the traffic noise analysis.

Construction Noise Impacts

Short-term noise impacts from construction sources also will be analyzed qualitatively.

Development of the NSR

Entech will prepare a Noise Study Report (NSR) based on Caltrans annotated outline dated February, 2008. The NSR shall be prepared in accordance with the Caltrans and FHWA requirements to support the CEQA/NEPA environmental documentation. The NSR shall take into consideration impacts to frequent outdoor uses, as defined by FHWA, and recommend abatement measures as appropriate. The noise analysis will be performed in accordance with the Caltrans Traffic Noise Analysis Protocols (August, 2006) and Technical Noise Supplement (November, 2009).

A Draft Technical Noise report would be developed and circulated to the project team internally electronically for review and comment. The comments from the project team would be incorporated and incorporated into a Draft NSR and would be developed and circulated to Caltrans and the City of San Diego. It is assumed that Caltrans will review the technical noise report for a completeness review within 5 days of submittal. After the completeness review, Caltrans and the City of San Diego will provide comments to the project team within 45 calendar days. Comments received from Caltrans and the City of San Diego will be reviewed and incorporated and a final version of the NSR will be developed and circulated for Caltrans approval. It is assumed that public meetings to discuss the noise abatement recommendations will occur after Caltrans approval.

NOISE ABATEMENT DECISION REPORT

After Caltrans approval of the NSR, Entech will prepare a Noise Abatement Decision Report (NADR), as defined in the Caltrans Noise Analysis Protocol (August 2006). The report will summarize the preliminary reasonableness determination from the Noise Analysis, present the engineer's cost estimate for the evaluated abatement, evaluation of non acoustical feasibility issues, preliminary noise abatement decision, and secondary effects of abatement (impacts on cultural resources, scenic views, hazardous materials, and biology). Entech will prepare the NADR consistent with the District report guidelines with the best information available. Entech will request information from RBF regarding the non acoustical factors associated with abatement such as geometric standards (minimum sight distances), safety, maintenance, security, geotechnical considerations, and utility relocations, secondary effects on cultural resources, scenic views, hazardous materials, biology and visual effects. A draft and final NADR will be prepared for Caltrans approval following the same approval process as discussed above for the NSR.

COMMUNITY IMPACT ASSESSMENT

RBF will prepare a Community Impact Assessment (CIA) that will identify the community impacts on neighborhoods, businesses, and minority and low-income populations, as well as the project's compatibility with the existing and future land uses and consistency with

local land use plans, general plans, regional transportation plans, and habitat conservation plans. The community impact analysis will be prepared in accordance with Caltrans Environmental Handbook, Volume 4: Community Impact Assessment. The CIA will consider residential and business acquisitions and relocations; changes in access/circulation, community cohesion characteristics, demographic characteristics and growth; and demand for new or expanded community facilities. Data from the 2000 U.S. Census will be used to identify characteristics of populations within census block groups traversed by or adjacent to the proposed project. Community profiles will also be collected for the City of San Diego, the County of San Diego, and the State of California to help identify regional and local trends in regards to demographics, local industry, occupations, and tax base. Property tax and sales tax revenue issues will be identified and discussed.

The CIA will include documentation on Environmental Justice issues pursuant to Executive Order 12898, Federal Actions to Address Environmental Justice in Minority and Low-Income Populations. The Environmental Justice documentation will include information on demographic and economic characteristics of the project area population and will identify the presence of any minority and low-income population groups. Potential adverse effects on the project area population, including minority and low-income population groups and disproportionately high and adverse effects on minority and low-income population groups will be analyzed.

VISUAL IMPACT ASSESSMENT

In order to ensure that the Visual Analysis is compliant with Caltrans SR guidelines, this task included team meetings with Caltrans to develop a work plan that will include the specific requirements that Caltrans wants in the VIA. In addition, coordination between the NEPA team ensuring the VIA is consistent with any changes that may occur during the NEPA environmental process. This task is included on a time and materials basis not to exceed the budgeted fee and 15 hours for this task.

TRAFFIC IMPACT ANALYSIS

In order to ensure that the Traffic Impact Analysis is compliant with Caltrans SER guidelines, this task included team meetings with Caltrans to develop a work plan that will include the specific requirements that Caltrans wants in the TIA. In addition, coordination between the NEPA team ensuring the TIA is consistent with any changes that may occur during the NEPA environmental process. This task is included on a time and materials basis not to exceed the budgeted fee and 25 hours for this task.

STORM WATER DATA REPORT (SWDR)

The Storm Water Data Report (SWDR) summarizes the stormwater quality issues (BMP's) of a project. Depending upon the extent of soil disturbance and degree of stormwater impacts, a "Long Form" or "Short Form" SWDR is required. Projects that do not have the potential to create stormwater impacts, and have little or no soil disturbance may utilize the "Short Form" SWDR, but the "Long Form" will be used for this project.

Rick Engineering Company will prepare the SWDR (Long Form) in accordance with the latest, Caltrans Storm Water Quality Handbook dated July 2010.

TASK 2.5 ENVIRONMENTAL DOCUMENT

Utilizing the environmental analysis of the technical studies and the existing CEQA environmental document, the RBF will prepare an Environmental Assessment (EA), consistent with the SER Guidelines. Preparation of the EA will include the following work efforts:

DRAFT PRELIMINARY ENVIRONMENTAL EVALUATION

Working in consultation with the relevant agencies, RBF will prepare a draft statement of NEPA purpose and need. In cooperation with the agencies and the project engineer, RBF will use the project description for each of the alternatives from the existing CEQA environmental document to be considered to meet the purpose and need. The establishment of purpose and need along with the project description are critical to the success of the project. The purpose and need/project objectives will require approval by the City and Caltrans.

This scope of work is based upon a no-build and up to three build alternatives. RBF will prepare the Environmental Assessment (EA) per Caltrans SER and FHWA guidelines; its format will be determined in discussions with the agencies. This task is included on a time and materials basis not to exceed the budgeted fee and 21 hours for this task.

FINAL PRELIMINARY ENVIRONMENTAL EVALUATION

RBF will incorporate the City and Caltrans comments into the Environmental Evaluation. In addition, RBF will prepare the notices of preparation of an environmental document required by NEPA, and Caltrans for local, State and federal agencies and the general public. RBF will prepare a Caltrans Notice of Initiation of Studies (NOIS) for review by the City and Caltrans and will distribute it by certified mail. If requested, RBF will arrange a public meeting to initiate the public input. This task is included on a time and materials basis not to exceed the budgeted fee and 16 hours for this task.

SCREENCHECK DRAFT ENVIRONMENTAL DOCUMENT (EA)

RBF will incorporate the purpose and need/project description from prior task(s) and the technical studies into the screencheck document. Based upon available data, RBF will prepare sections for land use, public safety, public services, recreation, and utilities. RBF will rely on the use of the existing geotechnical and the updated hydrology information.

The EA will determine the following:

- Whether the project will have any significant adverse effects on the environment under both State and federal standards
- What potential mitigation measures are appropriate for such impacts
- Whether the mitigation measures reduce all impacts below a level of significance

RBF will provide the Screencheck EA to agencies for review and comment, then revise it in response to the agencies' comments; then, a revised Screencheck EA/IS will be provided to the agencies for review and comment, and it will be revised again in response to the agencies' comments.

DRAFT ENVIRONMENTAL DOCUMENT (EA)

Based on the previous task, RBF will draft the EA for public review. The critical objective of the EA is to provide the general public and responsible agencies with the means to participate in the environmental process via written comments on issues addressed in the EA. RBF will prepare the requisite public notices under State and federal law for distribution of the EA. RBF will prepare the requisite number of copies of the document itself, accompanied by its technical documents; most copies likely will be in a CD format. RBF will coordinate the preparation of the distribution list with the City and Caltrans, and the firm assumes that the agencies will distribute the document.

RESPONSES TO COMMENTS

At the close of the public review period for the EA, RBF would meet with Caltrans staff to review any received comments on the EA and to discuss potential responses to these comments. Then, RBF would formulate responses to the comments and submit the response document to the agencies for review and comment. The agencies' comments will be incorporated into the Response to Comments document, which will be submitted to Caltrans as an appendix to the EA for use in public hearings.

MITIGATION MONITORING PROGRAM/ ENVIRONMENTAL COMMITMENTS RECORD

Prior to City approval, RBF will prepare a mitigation monitoring plan/environmental commitments record, including monitoring forms, to assist the City in implementing the mitigation measures contained in the EA.

FINAL ENVIRONMENTAL DOCUMENT (EA)

The RBF team will revise the Final EA based on comments received from the Project Team, and Caltrans, and will submit a Final EA to the Project Team for their review. The Final EA will include all information described above, as well as the Executive Summary and the ECR. On receipt of comments from the Project Team, the RBF team will revise the document accordingly and will submit the Final EA for concurrence with the Project Team, Caltrans and FHWA review. A final FHWA checklist will be included in the this submittal.

DELIVERABLES:

- Comment matrices documenting Project Team, Caltrans and FHWA comments, and changes to the documents

PREP OF FINDING OF NO SIGNIFICANT IMPACT (FONSI) (NEPA)

Following public review of the EA, RBF will prepare a FONSI. The final steps in the NEPA process are dependent on Caltrans/FHWA procedures and any agreements with the cooperating agencies. RBF would assist Caltrans in the completion of the federal process that would include preparation of a Draft FONSI for agency use.

TASK 3 ENVIRONMENTAL PERMITTING

COORDINATION WITH PROJECT TEAM

RBF shall provide one set of copies for Draft application package to the Client for review. This task includes one revision to the Draft applications pursuant to comments made by the Client/Project Team. While revisions and the final applications are prepared for signatures, RBF will notify the Client on the required application fees for both the Regional Board and CDFG application packages. The application fees must be submitted with the formal applications in order for processing to begin.

RBF will send the Final agency applications to the Client for "Applicant" signatures. Once signatures and application fees are obtained from the Client, RBF will make copies of each

Final application and forward the application to each appropriate agency. Two (2) copies of each final application shall be forwarded to the Client for file.

COORDINATION WITH REGULATORY AGENCIES

Project coordination shall include required correspondence or telephone calls between the Project Team. This item includes up to four (4) meetings with the Client and/or Project Team (as needed/directed). This item includes up to two (2) meetings with the reviewing staff of the resource agencies during the application review process and Coastal Hearing (a local Los Angeles, Orange, or San Diego County coastal hearing is counted as one of the meetings).

INTERNAL NOTES:

Reliance on Documents or Reports Prepared by Others – In performing our services herein, it is anticipated that RBF will receive information prepared or compiled by others; therefore, RBF makes no claims as to the accuracy and/or completeness of information relied without independent evaluation or verification.

Exclusions – Any work relating to the following items are specifically excluded from the services described herein.

- Soils Engineering and geotechnical report
- Aerial topography or photography
- Utility relocation plans
- Legal descriptions and exhibits
- Application Fees
- Conceptual/Final Mitigation Plan
- Entitlement Services
- Hazardous Wastes

Client Responsibilities - Consultant's obligations hereunder are based upon understanding:

- Client shall include an electronic site plan (preferably in AutoCad format)
- Client shall provide site access

REGULATORY PERMIT PROCESSING

RBF shall provide regulatory services for the processing of the permit applications through the Corps, Regional Board, CDFG and CCC. The processing shall include required correspondence or telephone calls between the reviewing staff related to the permit or points of clarification and coordination with the biological consultant, if necessary. A significant amount of this budget is associated with the processing of the CDP.

This task assumes two (2) rounds of formal (written) response to comments per each application package. This task includes the preparation of permit tracking logs for the Client in addition to Permit Summary Binders once the agency approvals are obtained. This task includes Endangered Species Act Section 7 Consultation with the U.S. Fish and Wildlife Service.

U.S. ARMY CORPS OF ENGINEERS 404 PERMIT APPLICATION

RBF will prepare an application submittal package for a Corps permit to satisfy the requirements of Section 404 of the Clean Water Act. It is assumed under this task that authorization to proceed from the Corps can be achieved via Nationwide Permit (NWP) 14, *Linear Transportation Projects*. Should a different permit be required (i.e., an Individual Permit), work shall proceed under an approved contract addendum. The submittal package will include the following items:

- Application cover letter;
- Pre-Construction Notification Form;
- Copy of the Regional Board application package;
- Project Exhibits (Regional Vicinity Map, Site Vicinity Map, Project Photographs, Jurisdictional Map, Project Site Plans);
- Overall project description/detailed project description for work within jurisdictional areas;
- Delineation of Jurisdictional Waters;
- CEQA Documentation;
- Biological Report; and,
- Cultural Resources Assessment for Section 106 Compliance

REGIONAL WATER QUALITY CONTROL BOARD
401 WATER QUALITY CERTIFICATION APPLICATION

RBF will prepare a submittal package for a Water Quality Certification to satisfy the requirements of Section 401 of the CWA. The Certification is necessary prior to issuance of the Corps permit in order to verify that State water quality standards have been met. The submittal package will include:

- Application cover letter;
- 401 Certification Application Form;
- Copies of the Corps/California Department of Fish and Game application packages;
- Project Exhibits (Regional Vicinity Map, Site Vicinity Map, Project Photographs, Jurisdictional Map, Project Site Plan);
- Biological Report;
- Water Quality BMP Design (if available);
- CEQA Notice of Determination¹; and
- Certification filing fee (provided by client)²

NOTES:

- An NOD is not required for the submittal; however, an NOD must be forwarded to the resource agencies prior to permit issuance.
- This task does not include the Certification-filing fee pursuant to the Regional Board's October 2008 Fee Schedule (fees based on total project impacts).

CALIFORNIA DEPARTMENT OF FISH AND GAME
1602 STREAMBED ALTERATION AGREEMENT NOTIFICATION

RBF will prepare a notification submittal package for a CDFG Section 1602 Streambed Alteration Agreement (SAA) pursuant to the California Fish and Game Code. The submittal package will include:

- Notification cover letter;
- CDFG Notification Form FG2023;
- Copy of the Regional Board application package;
- Project Exhibits (Regional Vicinity Map, Site Vicinity Map (USGS Topographic Map, Project Photographs, Jurisdictional Map, Project Site Plan);

-
- Overall project description/detailed project description for work within jurisdictional areas;
 - Biological Report;
 - CEQA Notice of Determination³;
 - CEQA CDFG filing fee (provided by client);
 - CD of electronic notification files; and,
 - Notification filing fee (provided by client)⁴

NOTES:

- The NOD and the CEQA filing fees are proof that the CEQA document has been finalized and approved. These items are not mandatory for the notification submittal, but must be forwarded to the CDFG prior to the issuance of an Agreement.
- This task does not include the notification-filing fee (based on project costs).

COASTAL DEVELOPMENT PERMIT APPLICATION

RBF will prepare a submittal package for a CDP from the CCC. The submittal package is anticipated to include:

- Standard permit application
- Appendix A: Declaration of Campaign Contributions
- Appendix B: Local Agency Review Form
- Appendix C: Mailing Labels (properties within 100' of project boundaries)
- Appendix D: Declaration of Posting
- Project Site Maps
- CEQA Documentation/Technical Studies
- Stamped/addressed mailing envelopes*

** This task includes the preparation of mailing labels and envelopes for the CCC's mandatory public review/hearing mailing. This task assumes up to twenty (20) mailing addresses. Additional envelopes can be prepared under a contract augmentation and client approval.*

OPTIONAL TASKS – PARTIAL COSTS INCLUDED IN FEE SCHEDULE**ENVIRONMENTAL PERMITTING –
COORDINATION WITH PROJECT TEAM**

This task includes revisions to the Draft applications pursuant to comments made by the Client/Project Team above and beyond that included in Task 3 and will be billed on a time and materials basis per request of the Client. RBF will send the Final agency applications to the Client for "Applicant" signatures. Once signatures and application fees are obtained from the Client, RBF will make copies of each Final application and forward the application to each appropriate agency. Two (2) copies of each final application shall be forwarded to the Client for file.

ADDITIONAL SERVICES**STRUCTURAL ASSESSMENT**

TY Lin International's (TYLI) involvement is limited preparation of bridge planning studies, design support of project alternatives, consultation on bridge design and construction impacts, and recommendations for cost-savings measures.

Structure issues that may affect this effort include:

- Providing input on project impacts from bridge construction
- Evaluating existing structures and maintenance reports
- Recommending suitable widening/replacement alternatives
- Establishing horizontal and vertical clearance constraints
- Identifying seismic retrofitting needs
- Providing input on structure cost

Wherever possible, recommendations will be made for geometric adjustments that would reduce or simplify structures work.

**ENVIRONMENTAL DOCUMENT:
DRAFT QA/QC REVIEW (TIME & MATERIALS)**

Subsequent to Project Team, Caltrans and FHWA approval of all technical reports, the results of the technical studies will be presented in an Administrative Draft EA. The RBF team will prepare an Administrative Draft EA, incorporating the findings of the technical

studies for submittal to FHWA and Caltrans for review. The EA will be prepared in accordance with the requirements of NEPA, as well as the most current document formats and guidance posted on Caltrans SER (May 2010) web site. The Executive Summary will not be included in the Administrative Draft EA to reduce duplicative revisions in the document.

Short-term construction and long-term operational effects of each alternative will be considered. Appropriate avoidance, minimization and recommended mitigation measures will be described. Potential environmental effects, if any, of the proposed avoidance, minimization, and/or recommended mitigation measures will be identified. The Administrative Draft EA will address the potential indirect and cumulative effects of each alternative.

The EA will be organized in a manner intended to reduce the presentation of duplicative information to the extent feasible for areas where the alternatives overlap.

The Administrative Draft EA will be provided to the Project Team for their review and comment prior to submittal to Caltrans. The RBF team will revise the Administrative Draft EA pursuant to their comments and submit the document to the Project Team, and Caltrans for their concurrent review. The submittal to Caltrans will include a draft FHWA Checklist.

As part of the preparation of the Draft EA the RBF team will prepare a draft Environmental Commitment Record (ECR) in accordance with NEPA for use in ensuring implementation of the recommended mitigation measures for the project. The ECR and the Caltrans SER will be used in the design and construction of improvements for the selected project alternative. For each environmental commitment, the ECR will include the following: description of the mitigation measure if applicable, the timing of implementation, the performance objectives, the requirements for verification of compliance, the party responsible for verifying compliance, and a summary of the potential impacts of the recommended mitigation measures.

RBF team will review all technical studies to be incorporated into the EA for the following:

- Correct list and descriptions of the Build and No Build alternatives
- Adequate description of the existing setting for the environmental parameter
- Description of the regulatory setting and requirements for the environmental parameter, including the current Caltrans SER Guidance
- Identification of appropriate context when considering the severity of impacts under NEPA
- Identification of the potential short- and long-term adverse impacts and beneficial effects of the Build and No Build alternatives on the environmental parameter

- Description of avoidance, minimization and recommended mitigation measures for each identified adverse impacts; including a clear description of project design features that serve to avoid, minimize, or mitigate adverse project impacts
- List of preparers
- List of references and contacts
- Appendices/attachments as appropriate

The Consultant will not prepare the applicable EA sections until complete, final and approved technical reports for each of these parameters (described above) are provided.

The RBF team has well established and implemented quality assurance and quality control (QA/QC) procedures for reviewing our environmental documents. All technical reports and the environmental document submitted for internal review and for submittal to all Project Team members will undergo the QA/QC review process to ensure our highest professional quality products. The Consultant's QA/QC procedures (e.g., redlined documents and comments and revisions) ensure records of QA/QC review for file and auditing purposes. The Consultant will prepare, track, and maintain response to comment matrices to accurately document Project Team, and agency comments and how they have been responded to in the revised documents including the technical reports, administrative draft EA and related forms and reports in preparation for public review.

DELIVERABLES:

- Comment matrices documenting Project Team, Caltrans and FHWA comments, and changes to the documents

ENVIRONMENTAL DOCUMENT:

FINAL QA/QC REVIEW (TIME & MATERIALS)

RBF will utilize the same QA/QC process implemented for the Draft EA for the preparation of the Final EA. As stated above, RBF's QA/QC program is a well established and implemented quality assurance and quality control (QA/QC) procedure for reviewing environmental documents. All technical reports and the environmental document submitted for internal review and for submittal to all Project Team members will undergo the QA/QC review process to ensure our highest professional quality products. The Consultant's QA/QC procedures (e.g., redlined documents and comments and revisions) ensure records of QA/QC review for file and auditing purposes. The Consultant will prepare, track, and maintain response to comment matrices to accurately document Project Team, and agency comments and how they have been responded to in the revised documents including the technical reports, Final EA and related.

COMPENSATION AND FEE SCHEDULE



City of San Diego - El Camino Real Bridge Improvements
PROJECT BUDGET

EXHIBIT B

FEES FOR PROFESSIONAL ENGINEERING SERVICES													
	Billing Rate	Project Director \$200	Project Manager \$176	Sr. Engineer / Sr. Planner \$180	Project Eng. / Project Planner \$129	Technical Specialist \$123	Graphic Artist \$89	Envir. Analyst / Staff Planner \$88	Clerical / Word Processing \$86	Tech Study Lump Sum	TOTAL HOURS	TOTAL COST	
TASKS													
PHASE I	1	Project Management	10	54	64			64	36		268	\$33,888	
	2	Environmental Approval											
		2.1 Project Kick-Off and Project Description		4	8			5	7	6		30	\$3,320
		2.2 Research and Investigation		4	11				16			31	\$3,778
		2.4 Technical Studies											
		<i>Biological Resource Services</i>											
		Natural Environment Study		2							\$5,042	2	\$5,394
		Biological Assessment		10							\$20,055	10	\$21,815
		<i>CWA Section 404(b)(1) Alternatives Analysis</i>		12			30	10	20	6		78	\$8,880
		<i>Cultural Resource Services</i>											
		Catrans APE Map		5	4	13		6				28	\$3,691
		Consultation with Native American Heritage Commission (NAHC)		2							\$3,361	2	\$3,713
		Archaeological Survey Report/Historical Properties Survey Report/Paleontological Identification Report		2							\$3,471	2	\$3,823
		Historical Resources Evaluation Report		2							\$3,468	2	\$3,820
		<i>Air Quality Assessment</i>											
		Air Quality Management Plan Consistency		10			50	6		12		78	\$9,480
		Construction Emissions		4			25	6		8		43	\$4,827
		Structural Asbestos		12			25	4		6		47	\$5,941
		FHWA Conformity		4			12	4		10		30	\$3,140
		<i>Noise Impact Analysis</i>											
		Noise Abatement Evaluation		10							\$5,670	10	\$7,430
		Noise Study Report		6							\$9,527	6	\$10,583
		Noise Abatement Decision Report		10	15						\$16,226	25	\$20,236
		<i>Community Impact Assessment</i>		12	15			15	45	30		117	\$11,492
		<i>Storm Water Data Report</i>		10	10						\$16,968	20	\$20,228
		<i>Visual Impact Assessment</i>		15								15	\$2,640
		<i>Traffic Impact Analysis</i>		25								25	\$4,400
		<i>Location Hydraulic Study</i>		6	8						\$4,081	14	\$6,337
		2.5 Environmental Document											
		Draft Preliminary Environmental Evaluation		5	5			3	3	5		21	\$2,454
	Final Preliminary Environmental Evaluation		3	4			3	3	3		16	\$1,836	
	Screencheck Draft Environmental Document (EA)	10	35	120		40	35	30	45		315	\$39,555	
	Draft Environmental Document (EA)	8	16	40		25	18	20	20		147	\$18,083	
	Responses to Comments		15	20		10		15	15		75	\$9,095	
	Mitigation Monitoring Program/Envir. Commitments Record		5	5				15	5		30	\$3,255	
	Final Environmental Document (EA)	2	10	25				20	15		72	\$8,560	
	Prep of Finding of No Significant Impact (NEPA)	2	8	8				8	10		36	\$4,300	
PHASE II	3	Environmental Permitting											
		Coordination with Project Team		15			18	2	12	8		55	\$6,960
		Coordination with Regulatory Agencies		18			40	4	30	15		107	\$12,496
		Regulatory Permit Processing											
		ACOE Section 404 Permit Application		5			13		18	5		41	\$4,517
		RWQCB 401 Water Certification Application		4			13		18	4		39	\$4,163
		CDFG 1602 Streambed Alteration Agreement		5			10		16	5		36	\$3,844
		Coastal Development Permit		5			18		15	8		46	\$4,929
		<i>Subtotal - Labor Hours</i>	32	370	362	13	369	121	360	269	\$87,869	390	\$232,083
		<i>Subtotal - Labor Cost</i>	\$6,400	\$65,120	\$54,350	\$1,677	\$46,125	\$10,769	\$32,040	\$15,602	\$0		\$322,903



City of San Diego - El Camino Real Bridge Improvements
PROJECT BUDGET

EXHIBIT B

FEES FOR PROFESSIONAL ENGINEERING SERVICES											
Billing Rate	Project Director	Project Manager	Sr. Engineer / Sr. Planner	Project Eng. / Project Planner	Technical Specialist	Graphic Artist	Envir. Analyst / Staff Planner	Clerical / Word Processing	Tech Study Lump Sum	TOTAL HOURS	TOTAL COST
	\$200	\$176	\$180	\$129	\$128	\$88	\$88	\$58			
TASKS											
Optional Tasks											
Structural Assessment											\$5,000
Environmental Document: Draft QA/QC Review (T&M)		12	15				12	12		51	\$6,126
Environmental Document: Final QA/QC Review (T&M)		12	15				12	12		51	\$6,126
Regulatory Permit Processing (T&M)											\$16,800
Subtotal - Optional Tasks											\$34,052
Reimbursable Expenses											
Reproduction /Delivery Expenses (Allowance)											\$10,000
Communications (Shipping and Courier)											\$1,500
Additional Services (T&M)											\$25,000
Subtotal - Direct Costs											\$36,500
TOTAL											\$393,455



City of San Diego - El Camino Real Bridge Improvements
 PROJECT BUDGET
 Biological Resource Services

EXHIBIT B

FEES FOR PROFESSIONAL ENGINEERING SERVICES											
Billing Rate	Project Director	Project Manager	Sr. Engineer / Sr. Planner	Project Eng. / Project Planner	Technical Specialist	Graphic Artist	Envir. Analyst / Staff Planner	Clerical / Word Processing	Tech Study Lump Sum	TOTAL HOURS	TOTAL COST
	\$200	\$176	\$150	\$129	\$125	\$69	\$88	\$88			
TASKS											
Biological Resource Services											
Natural Environment Study			25			8		10		43	\$5,042
Biological Assessment			50		75	24		18		167	\$20,055
<i>Subtotal - Labor Hours</i>	0	0	75	0	75	32	0	28	\$0	210	\$25,097
Subtotal - Labor Cost	\$0	\$0	\$11,250	\$0	\$9,375	\$2,848	\$0	\$1,624			\$25,097



City of San Diego - El Camino Real Bridge Improvements
PROJECT BUDGET
Cultural Resource Services

EXHIBIT B

FEES FOR PROFESSIONAL ENGINEERING SERVICES											
Billing Rate	Project Director	Project Manager	Sr. Engineer / Sr. Planner	Project Eng. / Project Planner	Technical Specialist	Graphic Artist	Envir. Analyst / Staff Planner	Clerical / Word Processing	Tech Study Lump Sum	TOTAL HOURS	TOTAL COST
	\$200	\$176	\$160	\$129	\$125	\$89	\$89	\$68			
TASKS											
<i>Cultural Resource Services</i>											
Consultation with Native American Heritage Commission (NAHC)			6	12			7	5		30	\$3,361
Archaeological Survey Report/Historical Properties Survey Report/Paleontological Identification Report			7	8		7	6	4		32	\$3,471
Historical Resources Evaluation Report			6	8		6	8	5		33	\$3,468
<i>Subtotal - Labor Hours</i>	0	0	19	28	0	13	21	14	\$0	95	\$10,300
Subtotal - Labor Cost	\$0	\$0	\$2,850	\$3,612	\$0	\$1,157	\$1,869	\$812	\$0		\$10,300



City of San Diego - El Camino Real Bridge Improvements
PROJECT BUDGET
 Noise Impact Analysis

EXHIBIT B

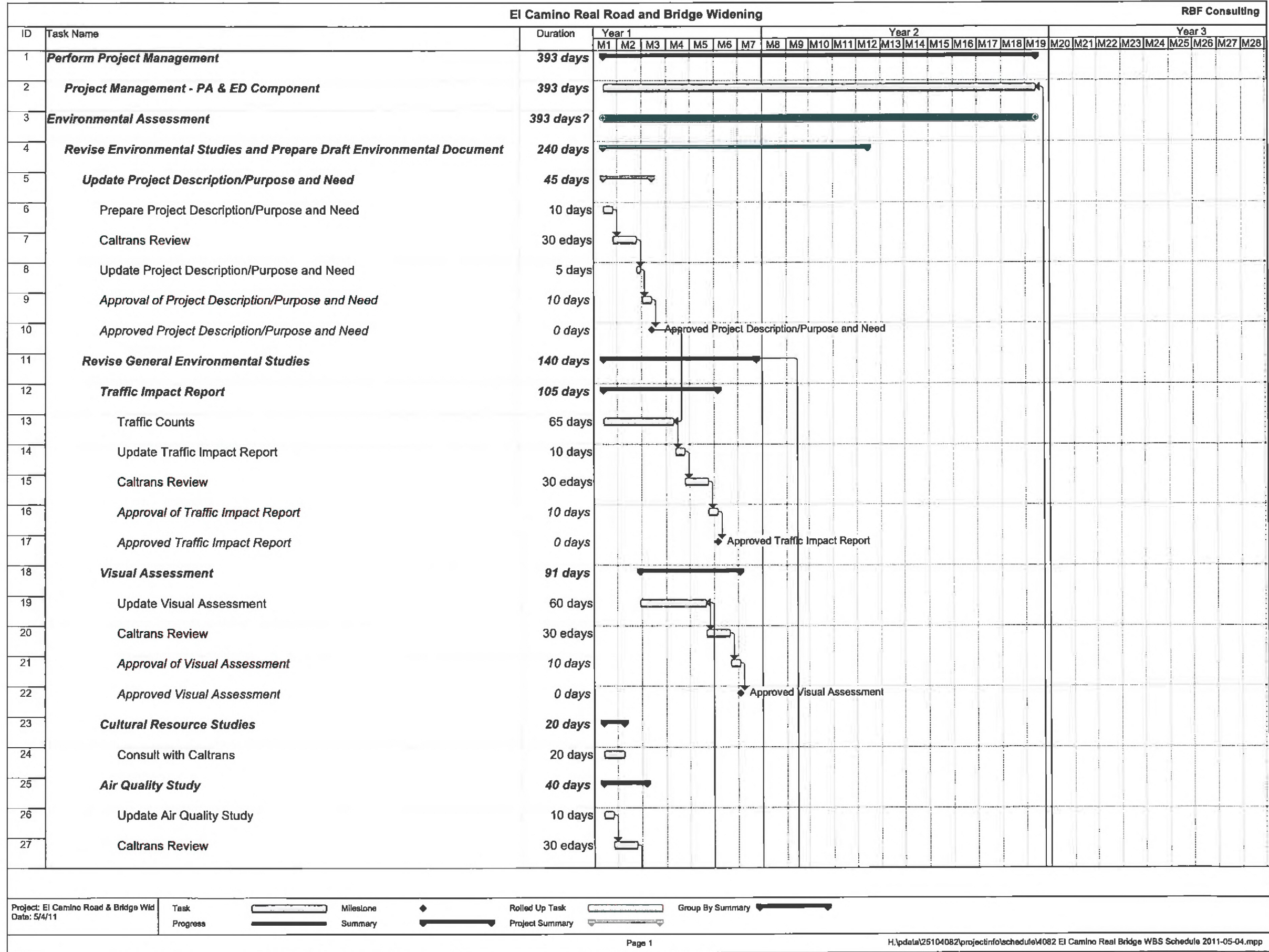
FEES FOR PROFESSIONAL ENGINEERING SERVICES											
Billing Rate	Project Director	Project Manager	Sr. Engineer / Sr. Planner	Project Eng. / Project Planner	Technical Specialist	Graphic Artist	Envir. Analyst / Staff Planner	Clerical / Word Processing	Tech Study Lump Sum	TOTAL HOURS	TOTAL COST
	\$200	\$176	\$150	\$129	\$128	\$89	\$89	\$58			
TASKS											
<i>Noise Impact Analysis</i>											
Noise Abatement Evaluation			20	15		5		5		45	\$5,670
Noise Study Report			18	22		12	25	12		89	\$9,527
Noise Abatement Decision Report			30	40		18	46	15		149	\$16,226
<i>Subtotal - Labor Hours</i>	0	0	68	77	0	35	71	32	\$0	283	\$31,423
Subtotal - Labor Cost	\$0	\$0	\$10,200	\$9,933	\$0	\$3,115	\$6,319	\$1,856			\$31,423

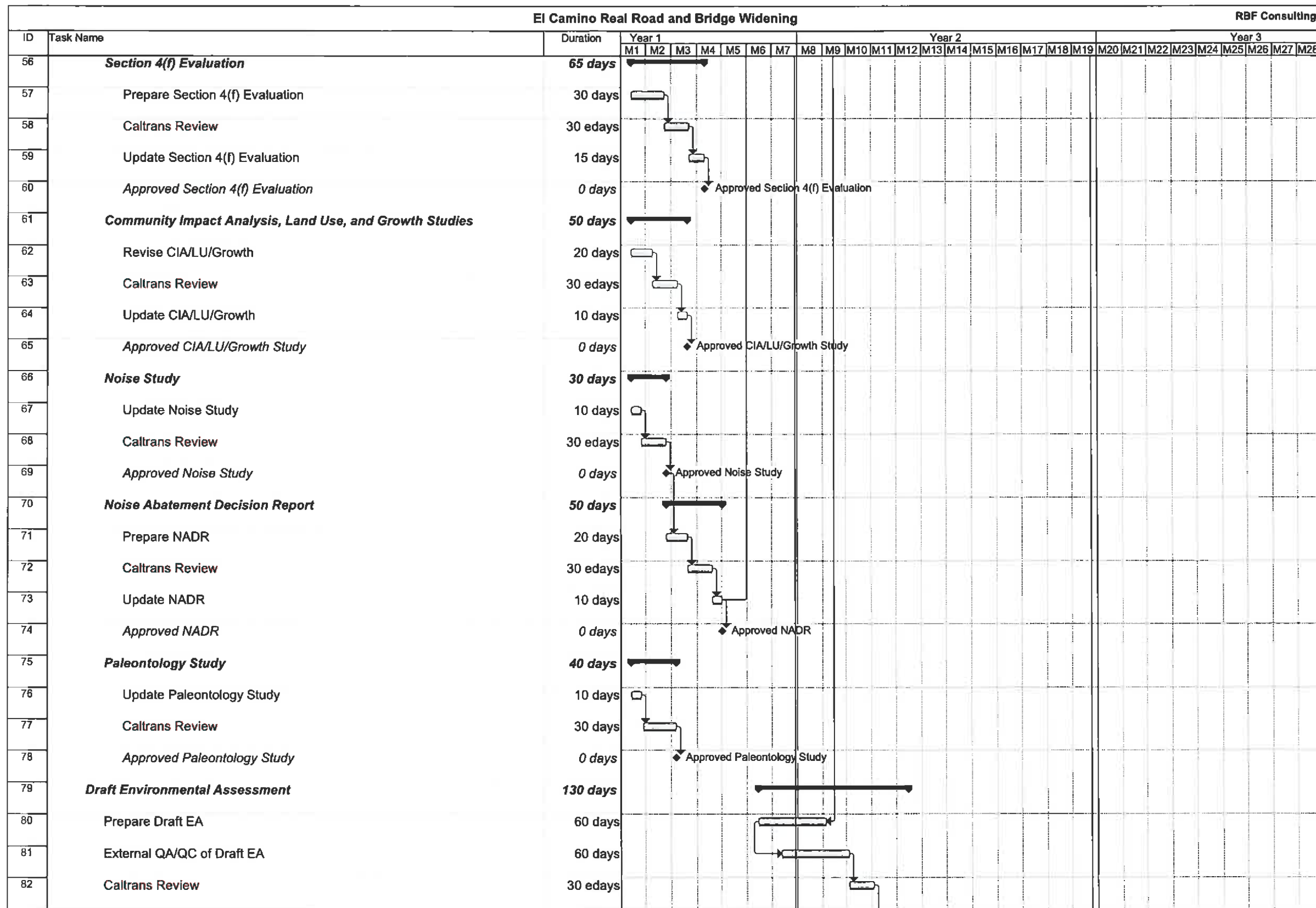


City of San Diego - El Camino Real Bridge Improvements
 PROJECT BUDGET
 Storm Water Data Report, Location Hydraulic Study

FEES FOR PROFESSIONAL ENGINEERING SERVICES											
Billing Rate	Project Director	Project Manager	Sr. Engineer / Sr. Planner	Project Eng. / Project Planner	Technical Specialist	Graphic Artist	Envir. Analyst / Staff Planner	Clerical / Word Processing	Tech Study Lump Sum	TOTAL HOURS	TOTAL COST
	\$200	\$176	\$150	\$129	\$123	\$89	\$89	\$58			
TASKS											
Storm Water Data Report			50	62		10		10		132	\$16,968
Location Hydraulic Study			10	15		4		5		34	\$4,081
Subtotal - Labor Hours	0	0	60	77	0	14	0	15	\$0	166	\$21,049
Subtotal - Labor Cost	\$0	\$0	\$9,000	\$9,933	\$0	\$1,246	\$0	\$870			\$21,049

TIME SCHEDULE





**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
CONTRACTOR AND CONSULTANT REQUIREMENTS
FOR
FHWA/CALTRANS FUNDED PROJECTS**

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I. FEDERAL EQUAL OPPORTUNITY REQUIREMENTS FOR CALTRANS-FUNDED PROJECTS.

The following equal opportunity requirements apply to projects funded by Caltrans, including Federal Highway Administration (FHWA) funded projects. These requirements shall apply to construction contracts and agreements with professional service providers and consultants.

For the purpose of these requirements terms “Bid” and “Proposal,” “Bidder” and “Proposer,” “Subcontractor” and “Subconsultant,” “Contractor” and “Consultant,” “Contractor” and “Prime Contractor,” “Consultant” and “Professional Service Provider,” “Suppliers” and “Vendors,” “Suppliers” and Dealers,” and “Suppliers” and “Manufacturers” may have been used interchangeably.

II. NOTICE OF REQUIREMENT FOR UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES AND UNDERUTILIZED DISADVANTAGED BUSINESS ENTERPRISES TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Title 49 CFR 26.13(b)):

*This project is subject to Title 49 CFR 26.13(b):

The Contractor 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.

Take necessary and reasonable steps to ensure that Disadvantaged Business Enterprises (DBEs) have opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the City specifies a goal for Underutilized Disadvantaged Business Enterprises (UDBEs). UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:

1. Black Americans
2. Native Americans
3. Asian-Pacific Americans
4. Women

References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.

The Bidder shall make Work available to UDBEs and select Work parts consistent with available UDBE Subcontractors and Suppliers.

The Bidder shall meet the UDBE goal shown in the Notice to Bidders or Proposers or demonstrate that it made adequate good faith efforts to meet this goal.

It is the Bidder's responsibility to verify that the UDBE is certified as DBE at date of Bid opening or Proposal due date. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm

Only UDBE participation will count towards the UDBE goal. DBE participation will count towards the City's Annual Anticipated DBE Participation Level (AADPL) and the California statewide goal.

Credit for materials or supplies Contractor purchases from UDBEs counts towards the goal in the following manner:

1. 100% counts if the materials or supplies are obtained from a UDBE manufacturer.

2. 60% counts if the materials or supplies are obtained from a UDBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a UDBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The Contractor or Subcontractor will receive credit towards the goal if the Contractor or Subcontractor employs a UDBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

III. NONDISCRIMINATION IN CONTRACTING ORDINANCE

The Contractors, Consultants, and professional service providers doing business with the City, and their Subcontractors, shall 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 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, 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 or Contractor and any Subcontractors, and Suppliers:

The Consultant or Contractor 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, or Suppliers. The Consultant or Contractor shall provide equal opportunity for Subcontractors to participate in subconsulting opportunities. The Consultant or Contractor 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, the Consultant or Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors, and Suppliers that Consultant or Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Consultant or Contractor for each subcontract or supply contract. The Consultant or Contractor 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. The Consultant - Contractor 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 - Contractor up to and including contract termination, debarment

and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. The Consultant or Contractor 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*.

IV. EQUAL EMPLOYMENT OPPORTUNITY

The Consultant or Contractors shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Consultant or Contractors shall submit a *Work Force Report (Attachment KK)* and/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 or Contractor shall submit an *Equal Employment Opportunity Plan*.

B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is submitted, it shall include at least the following assurances that:

1. The Consultant or Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Consultant's or Contractor's employees are assigned to work;
2. A responsible official is designated to monitor all employment related activity to ensure the Consultant's or Contractor's EEO Policy is being carried out and to submit reports relating to EEO provisions;
3. The Consultant or Contractor 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 or Contractor 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 or Contractor 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 or Contractor 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 or Contractor 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 or Contractor disseminates its EEO Policy to union and community organizations;
9. The Consultant or Contractor 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 or Contractor 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 or Contractor 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 or Contractor encourages all present employees, including people of color and women employees, to recruit others;
13. The Consultant or Contractor maintains all employment selection process information with records of all tests and other selection criteria;
14. The Consultant or Contractor 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 or Contractor 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 or Contractor 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 or Contractor 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 or Contractor 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 or Contractor is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

V. SUBCONTRACTING GOALS

The Contractors and Consultants are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible DBE certified Subcontractors. To support its Equal Opportunity Contracting commitment, the City has implemented a race-conscious and race neutral project specific goal methodology required for all Caltrans funded projects.

A. Subcontractor Participation Level

1. Caltrans has determined statewide DBE goals are as follows:

13.5%	Overall
6.75%	Race Conscious
6.75%	Race Neutral

2. The City has determined its own AADPL of 20%. To work toward achieving this overall goal, the City has determined that the following goals shall apply to this project:

0.6%	Underutilized DBE (UDBE) Race Conscious
2.5%	(DBE) Race Neutral
3.1%	Total DBE Percentage

The Consultant and Contractors are required to meet the Project specific goals for UDBE's as outlined in the Specifications or satisfy good faith documentation requirements.

VI. SUBCONTRACTOR AND DBE RECORDS

The Consultant or Contractor shall maintain records showing the name and business address of each first-tier Subcontractor. The records shall also show the name and business address of every DBE Subcontractor as indicated on the Local Agency Proposer DBE Information Form (Attachment AA-Consultants) (Attachment BB-Construction), DBE vendor of materials, and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. The DBE Contractors shall also show the date of Work performed by their own forces along with the corresponding dollar value of the Work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report-Utilization of DBE, First Tier Subcontractors" Form CEM-2402(F) (Attachment CC) and certified correct by the Consultant or Contractor or the Contractor's authorized representative, and shall be furnished to the Project Manager and EOC Program Manager. The form shall be furnished to the Project Manager and EOC Program Manager within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

Prior to the fifteenth day of each month, the Contractor shall submit documentation to the Project Manager and EOC Program Manager showing the amount paid to DBE trucking companies. The Consultant or Contractor shall also obtain and submit documentation to the Project Manager and EOC Program Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant or Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Consultant or Contractor shall also obtain and submit documentation to the Project Manager and EOC Program Manager showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F) (Attachment DD).

VII. PERFORMANCE OF SUBCONTRACTORS¹

The Bidder shall list in the Bid the name and address of each Subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of one-half of one percent of the total Bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

UDBEs shall perform Work or supply materials as listed in the "Local Agency Bidder or Proposal - UDBE Commitment" (Attachment EE-Consultant) (Attachment FF-Construction) form specified under Section 2, "Bidding," of these special provisions. Consultant or Contractor shall not terminate a UDBE listed Subcontractor for convenience and perform the Work with its own forces or obtain materials from other sources without prior written authorization from the City.

The City grants authorization to use other forces or sources of materials for requests that show any of the following justifications:

1. Listed UDBE fails or refuses to execute a written contract based on Plans and Specifications for the Project.
2. Consultant or Contractor stipulates a bond is a condition of executing the subcontract and the listed UDBE fails to meet its bond requirements.
3. Work requires a Contractor's license and listed UDBE does not have a valid license under Contractors License Law.
4. Listed UDBE fails or refuses to perform the Work or furnish the listed materials.
5. Listed UDBE's Work is unsatisfactory and not in compliance with the contract.
6. Listed UDBE delays or disrupts the progress of the Work.
7. Listed UDBE becomes bankrupt or insolvent.

¹ The requirements of Section IV.C, with respect to the Public Contract Code are mandated by Caltrans for all construction contracts. For consultant contracts, equivalent requirements may apply.

If a listed UDBE Subcontractor is terminated, the Consultant or Contractor shall make good faith efforts to find another UDBE Subcontractor to substitute for the original UDBE. The substitute UDBE shall perform at least the same amount of Work as the original UDBE under the contract to the extent needed to meet the UDBE goal.

The substitute UDBE shall be certified as a DBE at the time of request for substitution.

The City will not pay for Work unless it is performed or supplied by the listed UDBE, unless the UDBE is terminated in accordance with this section.

VIII. SUBCONTRACTING²

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a Subcontractor's work.

If the Contractor violates Public Contract Code § 4100 et seq., the City may exercise the remedies provided under Public Contract Code § 4110. The City may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform Work equaling at least 30% of the value of the original total Bid with the Contractor's own employees and equipment, owned or rented, with or without operators. * See note below.

Each Subcontractor shall comply with the Contract.

Each Subcontractor shall have an active and valid state contractor's license with a classification appropriate for the Work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Project Manager and EOC Program Manager.

Before subcontracted Work starts, submit a Subcontracting Request form (Attachment GG).

The Contractor shall not use a debarred contractor. A current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the City, immediately remove and not again use a subcontractor who fails to prosecute the Work satisfactorily.

Each Subcontractor and any lower tier Subcontractor that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted Work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the Contract.

² The requirements of Section IV.D, with respect to the Public Contract Code are mandated by Caltrans for all construction contracts. For consultant contracts, equivalent requirements may apply.

*Note: Caltrans requires that at least 30% of this contract be self-performed. The City may impose a higher self-performance requirement. The Contractor shall refer to the Contract Documents for applicable language in for the self-performance requirement.

IX. DEMONSTRATED COMMITMENT TO EQUAL OPPORTUNITY

The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion as defined in the implementation of DBE Program requirements applicable to Caltrans funded projects.

The Bidders are required to submit the following information with their Bids:

1. Good Faith Efforts Submittal. If the Consultant or Contractor has not met the UDBE goal, the Consultant or Contractor shall complete and submit the “UDBE Information - Good Faith Efforts,” Exhibit 15-H, (Attachment HH) form with the Bid Proposal showing that the Consultant or Contractor made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by UDBEs will be considered. If good faith efforts documentation is not submitted with the Proposal, it shall be received by the City no later than 4:00 p.m. on the 4th Working Day after Bid opening (or the Proposal due date).

If the Consultant’s or Contractor’s UDBE Commitment form shows that the Consultant or Contractor has met the UDBE goal or if the Consultant or Contractor is required to submit the UDBE Commitment form, the Consultant or Contractor shall also submit good faith efforts documentation within the specified time to protect the Consultant’s or Contractor’s eligibility for award of the Contract in the event the City finds that the UDBE goal has not been met.

Good faith efforts documentation shall include the following information and supporting documents, as necessary:

a. Items of Work the Consultant or Contractor has made available to UDBE firms. Identify those items of Work the Consultant or Contractor might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate UDBE participation. For each item listed, show the dollar value and percentage of the total contract. It is the Consultant’s or Contractor’s responsibility to demonstrate that sufficient Work to meet the goal was made available to UDBE firms.

b. Names of certified UDBEs and dates on which they were solicited to participate on the Project. Include the items of Work offered. Describe the methods used for following up initial solicitations to determine with certainty if the UDBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. The Consultant or Contractor is reminded to solicit certified UDBEs through all reasonable and available means and provide sufficient time to allow UDBEs to respond.

- c. Name of selected firm and its status as a UDBE for each item of Work made available. Include name, address, and telephone number of each UDBE that provided a quote and their price quote, (or in the case of consultant contracts, include the UDBE's letter of commitment) and copy of certification documentation. If the firm selected for the item is not a UDBE, provide the reasons for the selection.
- d. Name and date of each publication in which the Consultant or Contractor requested UDBE participation for the Project. Attach copies of the published advertisements.
- e. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using UDBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
- f. List of efforts made to provide interested UDBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If the Consultant or Contractor has provided information, identify the name of the UDBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
- g. List of efforts made to assist interested UDBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the UDBE Subcontractor purchases or leases from the Contractor or its affiliate. If such assistance is provided by the Consultant or Contractor, identify the name of the UDBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
- h. Any additional data to support demonstration of good faith efforts.

2. UDBE Commitment Submittal. Submit UDBE information on the "Local Agency Proposer-UDBE Commitment (Attachment EE-Consultant) (Attachment FF-Construction), form included in the Bid (or Proposal). If the form is not submitted with the Bid (or Proposal), remove the form from the Bid (or Proposal) before submitting the Consultant's or Contractor's Bid (or Proposal).

If the UDBE Commitment form is not submitted with the Bid (or Proposal), the Apparent Low Bidder, the 2nd low Bidder, and the 3rd low Bidder (or, in the case of consultant agreements, the three highest ranking Proposers) shall complete and submit the UDBE Commitment form to the City. UDBE Commitment form shall be received by the City no later than 4:00 p.m. on the 4th Working Day after Bid opening (or the deadline for submitting Proposals).

Other Bidders (or proposers) do not need to submit the UDBE Commitment form unless the City requests it. If the City requests the Consultant or Contractor to submit a UDBE Commitment form, submit the completed form within 4 Working Days of the request.

Submit written confirmation from each UDBE stating that it is participating in the contract. Include confirmation with the UDBE Commitment form. A copy of a UDBE's

quote (or, in the case of consultant contracts, a letter of commitment) will serve as written confirmation that the UDBE is participating in the contract.

If the Consultant or Contractor does not submit the UDBE Commitment form within the specified time, the City will find Consultant's or Contractor's Bid (or Proposal) nonresponsive.

3. List of Subcontractors. The Consultants are required to submit a *Subcontractor List* with their Proposals.

The *Subcontractors List* (Attachment II) 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. Subcontractors shall be named on the *Subcontractors List* if they receive more than 0.5% of the Prime Consultant's fee.

4. 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.

5. Past Participation Levels. Listing of Proposer's Subcontractor participation levels achieved on all private and public projects within the past 3 years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor's participation, and identification of Subcontractor's ownership as a certified Disadvantaged Business Enterprise.

6. 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.

7. 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.

DEFINITIONS

Certified "**Disadvantaged Business Enterprise**" (DBE) means a business which is at least 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 51% of the stock shall be owned by, and the business operated by, socially and economically disadvantaged individuals.

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

XI. PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A Prime Contractor or Subcontractor shall pay any Subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to Subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of Section 7108.5 shall subject the violating Contractor or Subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

XII. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The City shall hold retention from the Prime Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the Work, and pay retention to the Prime Contractor based on these acceptances. The Prime Contractor, or Subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating Prime Contractor or Subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Prime Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

XIII. CERTIFICATION

A. The City accepts certifications of DBE by any of the following methods:

1. Current certification by the State of California Department of Transportation (CALTRANS) as DBE;
2. Current DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.
3. Current certification by the City of Los Angeles as DBE. For more information go to http://bca.lacity.org/index.cfm?nxt_body=tutorials_c.cfm

B. DBE Certification Status

If a DBE subcontractor is decertified during the life of the Project, the decertified Subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Project, the Subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Project Manager and EOC Program Manager.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) (Attachment JJ) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

XIV. List of Attachments.

- AA Local Agency Proposer DBE Information (Consultant)
- BB Local Agency Bidder DBE Information (Construction)
- CC Final Report – Utilization of DBE, First Tier Subcontractors
- DD Monthly DBE Trucking Verification
- EE Local Agency Proposer UDBE Commitment (Consultant)
- FF Local Agency Bidder UDBE Commitment (Construction)
- GG Subcontracting Request
- HH UDBE Information-Good Faith Efforts
- II Subcontractor List
- JJ DBE Certification Status Change
- KK Workforce Report

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION
(CONSULTANT CONTRACTS)**

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and subconsultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of DBE firms.

Exhibit 10-O2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contract Award fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the deobligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the for

Exhibit 10-01 Local Agency Proposer UDBE Commitment (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

AGENCY: City of San Diego LOCATION: San Diego, CA

PROJECT DESCRIPTION: El Camino Real Bridge/Road Widening - Environmental Documentation

CONTRACT GOAL: \$ estimated cost \$200,000 to \$250,000 x 0.6% goal = \$1,200 to \$1,500

PROPOSAL DATE: December 18, 2009

PROPOSER'S NAME: RBF Consulting

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED	DBE Cert. No. AND EXPIRATION DATE	NAME OF UDBEs (Must be certified on the date the proposals are opened - include UDBE address and phone number)	PERCENTAGE AMOUNT OF EACH UDBE
	Noise impact studies	No. 32881 (exp. 3/12)	Entech Northwest dba Entech Consulting Group 43410 Business Park Dr. Temecula, CA 92590 951-506-0055	2.5% of total contract value
	Geotechnical engineering	No. 8920 (exp. 10/2013)	Allied Geotechnical Engineers 9500 Cuyamaca Street, Suite 102 Santee, CA 92071 619-449-5900	1.2 to 1.5% of total contract value

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Proposal Award Date: _____

Local Agency certifies that the UDBE certification(s) has been verified and all information is complete and accurate.

Print Name Signature Date
Local Agency Representative

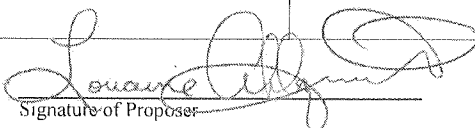
(Area Code) Telephone Number: _____

For Caltrans Review:

Print Name Signature Date
Caltrans District Local Assistance Engineer

Total Claimed Participation \$7,400 to 10,000

3.7 to 4 %


Signature of Proposer

December 18, 2009 (858) 614-5044
Date (Area Code) Tel. No.

Lorraine Ahlquist - Project Manager
Person to Contact (Please Type or Print)

Local Agency Bidder - UDBE Commitment (Rev 3/09)

Distribution: (1) Copy – If this Proposer is successful fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.
(2) Original – Local agency files

**INSTRUCTIONS – LOCAL AGENCY PROPOSER UDBE COMMITMENT
(CONSULTANT CONTRACTS)**

ALL PROPOSERS:

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Women. This information must be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.

A "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to UDBEs (or performed if the proposer is a UDBE). The UDBE prime contractors shall indicate all work to be performed by UDBEs including work to be performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter UDBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for the percent participation of each UDBE. Enter the Total Claimed UDBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-1) to determine how to count the participation of UDBE firms. **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-01 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

For the Successful Proposer only, local agencies should complete the Proposal Number, Federal-aid Project Number, Federal Share, and Proposal Date fields and verify that all information is complete and accurate before filing.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
SUBCONTRACTING REQUEST
DC-CEM-1201 (REV. 4/94) (OLD HC-45) CT# 7541-3514-7

FRONT

See Instructions
On Back

						REQUEST NUMBER	
CONTRACTOR NAME				COUNTY	ROUTE		
BUSINESS ADDRESS				CONTRACT NO.			
CITY/STATE			ZIP CODE	FEDERAL AID PROJECT NO. (From Special Provisions)			
SUBCONTRACTOR (Name, Business Address, Phone)	BID ITEM NUMBER(S)	% OF BID ITEM SUBBED	CHECK IF: (See Categories Below)			DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBBED	\$ AMOUNT BASED ON BID \$ AMOUNT
			(1)	(2)	(3)		
Categories: 1) Specialty 2) Listed Under Fair Practices Act 3) Certified DBE							

I Certify That:

- The Standard Provisions for labor set forth in the contract apply to the subcontracted work.
- If applicable, (Federal Aid Projects only) Section 14 (Federal Requirements) of the Special Provisions have been inserted in the subcontracts and shall be incorporated in any lower-tier subcontract. Written contracts have been executed for the above noted subcontracted work.

CONTRACTOR'S SIGNATURE	DATE
------------------------	------

NOTE: This section is to be completed by the Resident Engineer

1. Total of bid items	\$ _____
2. Specialty items (previously requested).....	\$ _____
3. Specialty items (this request)	\$ _____
4. Total (lines 2+3).....	\$ _____
5. Contractor must perform with own forces (lines 1 minus 4) x _____ %	\$ _____
6. Bid items previously subcontracted	\$ _____
7. Bid items subcontracted (this request)	\$ _____
8. Total (lines 6+7).....	\$ _____
9. Balance of work Contractor to perform (lines 1 minus 8).....	\$ _____

APPROVED	
RESIDENT ENGINEER'S SIGNATURE	DATE

CEM-1201 (HC-46 REV. 4/94) COPY DISTRIBUTION: 1. Original - Contractor 2. Copy - local agency Resident Engineer
3. Copy - local agency Labor Compliance Officer 4. Contractor's Information Copy

Back

INSTRUCTIONS FOR COMPLETING SUBCONTRACTING REQUEST FORM

All First-tier subcontractors must be included on a subcontracting request.

Submit in accordance with Section 8-1.01 of the Standard Specifications. Type or print requested information. Information copy is to be retained by the contractor. Submit other copies to project's Resident Engineer. After approval, the original will be returned to the contractor.

When an entire item is subcontracted, the value to be shown is the contractor's bid price.

When a portion of an item is subcontracted, describe the portion, and show the % of bid item and value.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS.

Prior to submittal of a DC-CEM-1201 involving a replacement Subcontractor, submit a separate written request for approval to substitute a listed subcontractor. Section 4107 of the Government Code covers the conditions for substitution.

NOTE: For contractors who will be performing work on railroad property, it is necessary for the contractor to complete and submit the Certificate of Insurance (State Form DH-OS-A10A) naming the subcontractor as insured. *No work shall be allowed which involves encroachment on railroad property until the specified insurance has been approved.*

Exhibit 15-H UDBE Information—Good Faith Efforts

Federal-aid Project No.

Bid Opening Date

**El Camino Real
Bridge/Road Widening –
Environmental
Documentation (H104890A)**

December 18, 2009

The City of San Diego established an Under-utilized Disadvantaged Business Enterprise (UDBE) Goal of 0.6 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
None	

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Allied Geotechnical Engineering, Inc.	Called Sani Sutanto on 11/30/09 to discuss services and teaming opportunities.	Sent e-mail (attached) to Sani on 12/1/09 to invite him to the team. Requested information and received scope & fee on 12/4/09. Received letter of commitment on 12/16/09.

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Entech Northwest bda Entech Consulting Group	e-mailed 9/28/09 to discuss teaming; several e-mail back and forth regarding content, scope & fee (9/30/09; 10/9/09; 10/13/09)	Several e-mail back and forth (attached) regarding content, scope & fee (9/30/09; 10/9/09; 10/13/09)

C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)*	Percentage Of Contract
Noise studies	N	Noise assessment & report	\$5,000 – 6,250	2.5%
Geotechnical Engineering	N	Geotechnical Engineering	\$2,400 – 3,750	1.2 -1.5%
Biology	N	Biological assessment & report	\$10,000 – 12,500	5%
Avian biology	N	Avian biological assessment & report	\$5,000 – 6,250	2.5%
Visual studies	Y	Visual simulation	\$3,000 - 3,750	1.5%
Cultural resources studies	N	Cultural resources assessment & report	\$5,000 – 6,250	2.5%
Structural engineering	Y	Structural engineering	\$5,000 – 6,250	2.5%
Traffic engineering	Y	Traffic engineering	\$12,000 - \$15,000	6%

* The estimated range of the consultant fee will be between \$200,000 and \$250,000.

D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

No firms were rejected.

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

No firms were rejected.

Names, addresses and phone numbers of firms selected for the work above:

**Noise studies: Entech Northwest, dba Entech Consulting Group
43410 Business Park Drive, Temecula, CA 92590**

**Geotechnical engineering: Allied Geotechnical Engineers, Inc.
9500 Cuyamaca Street, Suite 102,
Santee, CA 92071-2685**

E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

Not required of any firm who participated on our team.

F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

Not required of any firm who participated on our team.

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
Caltrans	<p><i>Queried Disadvantaged Business Enterprise Database (http://www.dot.ca.gov/ucp/GetLicenseForm.do) as follows to find possible San Diego County UDBEs:</i></p> <p>Area Codes: 619, 760, 858 NAICS Category: 54 Professional, Scientific, and Technical Services NAICS Codes: 541310 Architectural Services 541320 Landscape Architectural Services 541330 Engineering Services 541340 Drafting Services 541370 Surveying and Mapping (except Geophysical) Services 541620 Environmental Consulting Services Ethnicity: ASIAN PAC BLACK NAT AM Firm Type: DBE</p> <p><i>and</i></p> <p>Area Codes: 619, 760, 858 NAICS Category: 54 Professional, Scientific, and Technical Services NAICS Codes: 541310 Architectural Services 541320 Landscape Architectural Services 541330 Engineering Services 541340 Drafting Services 541370 Surveying and Mapping (except Geophysical) Services 541620 Environmental Consulting Services Firm Type: DBE Gender: F</p>	<p>See attached results. Evaluated results based on past performance on RBF Teams (if any) and qualifications for this specific project. We then matched those to Items of Work available to subconsultants.</p>

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

See attached communication log between RBF and all subconsultants.

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Subconsultant Outreach Communication Log

SUBCONSULTANTS	ROLE	BE STATUS	COMMUNICATION
Entech Northwest	Noise Assessment & Report	UDBE	e-mailed 9/28/09 to discuss teaming; several e-mail back and forth regarding content, scope & fee (9/30/09; 10/9/09; 10/13/09)
Hon Consulting	Environmental documentation	UDBE	Called 9/24/09 to determine potential teaming but Katherine Hon declined.
Nordby Biological Consulting	Biology		Called 10/5/09 to determine teaming potential. E-mailed specific request for information 10/5/09. Received scope & fee from Chris Nordby 10/6/09.
Konecny Biological Consulting	Biology – Avian Wildlife Biologist		10/5/09 – Spoke w/John Konecny . E-mailed him on 10/6/09 and requested he join team. Received documentation (scope, fee and approach) on 10/7/09.
KTU+A	Visual Simulation		Met Sharon Singleton at pre-proposal on 9/23/09. Called her on 9/29/09 to discuss teaming. Received a scope, fee and documentation on 10/5/09 & 10/13/09.
Tierra Environmental Services	Cultural Resources		Called Patrick McGinnis on 10/7/09 to inquire about past experience. Requested Tierra to join project team on 10/9/09. Received scope & fee on 10/12/09 and letter of commitment on 10/14/09.
Urban Systems	Traffic Counts, Modeling & Report		Called Andy Schlaefli regarding past experience on 10/8/09. Send e-mail on 10/9/0/9 Inviting him to team. Received scope & fee on 10/13/09 and Letter of commitment on 10/14/09.
Allied Geotechnical Engineers	Geotechnical	UDBE	Called Sani Sutanto on 11/30/09 to discuss services and teaming opportunities. Sent e-mail to Sani on 12/1/09 to invite him to the team. Requested information and received scope & fee on 12/4/09. Received letter of commitment on 12/16/09.

Copies of email correspondence attached.

[Back To Query Form](#)

Search Returned 12 Records

Fri Sep 18 09:44:16 PST 2009

Query Criteria

Area Code: 858

Naics Category: 54 Professional, Scientific, and Technical Services

Naics Codes: 541310 Architectural Services 541320 Landscape Architectural Services 541330

Engineering Services 541340 Drafting Services 541370 Surveying and Mapping (except Geophysical)

Services 541620 Environmental Consulting Services

Ethnicity: ASIAN PAC BLACK NAT AM

Firm Type: DBE

Firm-ID 36802
Firm/DBA-Name ARC-G-INC
Address-Line1 9265-DOWDY-DRIVE, SUITE-203
Address-Line2
City SAN-DIEGO
State CA
Zip-Code1 92126
Zip-Code2
Mailing-Address-Line1
Mailing-Address-Line2
Mailing-City
Mailing-State
Mailing-Zip-Code1
Mailing-Zip-Code2
Certification-Type DBE
E-Mail eonrado@arc-g.com
Area-Code (-858-)
Phone-Number 578-4027
Fax-Area-Code (-858-)
Fax-Phone-Number 578-4820
Agency-Name CITY-OF-LOS-ANGELES
Counties 00;
Districts 00;
DBE-NAICS 541310;-541340;-541410;-541420;-541490;

Reviewed firm's website (<http://www.arc-g.com>). They provide architecture services, which are not required for this proposal. Firm not contacted.

ACDBE-NAICS

Work-Codes C8704-ARCHITECTURAL;-C8765-DRAFTING;-I7388-INTERIOR-DECORATING-&-DESIGN;
Licenses ARC-Architect;
Gender M
Ethnicity ASIAN-PACIFIC
Firm-Type DBE

Firm-ID 32741
Firm/DBA-Name EPIC-CONSULTING-ENGINEERS
Address-Line1 3242-WEST-GANYON-AVENUE
Address-Line2
City SAN-DIEGO
State CA
Zip-Code1 92123
Zip-Code2
Mailing-Address-Line1
Mailing-Address-Line2
Mailing-City
Mailing-State
Mailing-Zip-Code1
Mailing-Zip-Code2
Certification-Type DBE
E-Mail TCHANG@EPICENGINEERS.COM

Firm provides engineering services that are not required for this proposal. Firm not contacted.

Area Code (-858-)
 Phone Number 565-4185
 Fax Area Code (-858-)
 Fax Phone Number 565-3845
 Agency Name DEPARTMENT OF TRANSPORTATION
 Counties 00;
 Districts 00;
 DBE NAICS 238990; 423610; 541330; 541618; 541990;

ACDBE NAICS

Work Codes C0686-ELECTRICAL & SIGNALS; C8700-CONSULTANT; C8701-BUSINESS ADMINISTRATION; C8702-MANAGEMENT INFORMATION SYSTEMS; C8703-TRAFFIC ENGINEER; C8707-FEASIBILITY STUDIES; C8716-ARCHITECTURAL ENGINEER; C8720-CIVIL ENGINEERING; C8730-SAFETY STUDIES; C8740-ELECTRICAL ENGINEERS; C8742-MECHANICAL ENGINEERS; F5060-ELECTRICAL GOODS; I8740-MANAGEMENT & PUBLIC RELATIONS;

Licenses EE-Electrical Engineer;
 Gender M
 Ethnicity ASIAN-PACIFIC
 Firm Type DBE

Firm ID 16243
 Firm/DBA Name ERB ENGINEERING, INC.
 Address Line1 12320 STOWE DRIVE, STE. E
 Address Line2
 City POWAY
 State CA
 Zip Code1 92064
 Zip Code2
 Mailing Address Line1
 Mailing Address Line2
 Mailing City
 Mailing State
 Mailing Zip Code1
 Mailing Zip Code2
 Certification Type DBE
 EMail dla@erbengr.com
 Area Code (858)
 Phone Number 748-2130
 Fax Area Code (858)
 Fax Phone Number 748-6089
 Agency Name DEPARTMENT OF TRANSPORTATION
 Counties 19; 30;
 Districts 07; 12;
 DBE NAICS 541330; 541340;

Firm provides civil engineering, survey, land planning and environmental studies. No previous relationship with this firm.

ACDBE NAICS

Work Codes C8710 ENGINEERING; C8720 CIVIL ENGINEERING;
 Licenses EC Civil Engineer;
 Gender M
 Ethnicity NATIVE AMERICAN
 Firm Type DBE

Firm ID 30588
 Firm/DBA Name G2D-RESOURCES, LLC
 Address Line1 7966-ARJONS DRIVE, STE-204
 Address Line2
 City SAN-DIEGO
 State CA
 Zip Code1 92126
 Zip Code2 1551
 Mailing Address Line1
 Mailing Address Line2
 Mailing City
 Mailing State
 Mailing Zip Code1

Firm provides civil and value engineering services. No previous relationship with this firm.

Mailing Zip Code2
Certification Type DBE
E-Mail griglesia@g2dresources.com
Area Code (-858-)
Phone Number 547-4423
Fax Area Code (-858-)
Fax Phone Number 547-4325
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 30; 37;
Districts 11; 12;
DBE NAICS 541330; 541340; 541490; 541512; 541519; 541618;

ACDBE NAICS

Work Codes C8700 CONSULTANT; C8702 MANAGEMENT INFORMATION SYSTEMS; C8705 DESIGN; C8707 FEASIBILITY STUDIES; C8710 ENGINEERING; C8720 CIVIL ENGINEERING; C8730 SAFETY STUDIES; C8742 MECHANICAL ENGINEERS; C8765 DRAFTING; I7373 INTEGRATED SYSTEMS & CAD/CAM SYSTEMS;
Licenses EC Civil Engineer; EGT Geotechnical Engineer;
Gender M
Ethnicity ASIAN-PACIFIC
Firm Type DBE

Firm ID 32972
Firm/DBA Name LAWHART ENGINEERS
Address Line1 15310 PALOMINO MESA ROAD
Address Line2
City SAN DIEGO
State CA
Zip Code1 92127
Zip Code2
Mailing Address Line1 P.O. BOX 501830
Mailing Address Line2
Mailing City SAN DIEGO
Mailing State CA
Mailing Zip Code1 92150
Mailing Zip Code2
Certification Type DBE
E-Mail lwharton@lawharteng.com
Area Code (858)
Phone Number 715-6731
Fax Area Code (858)
Fax Phone Number 430-2755
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 00;
Districts 00;
DBE NAICS 541330; 541512; 541618;

No website available to verify services offered/specialty. No previous relationship w/ this firm.

ACDBE NAICS

Work Codes C8700 CONSULTANT; C8701 BUSINESS ADMINISTRATION; C8702 MANAGEMENT INFORMATION SYSTEMS; C8703 TRAFFIC ENGINEER; C8707 FEASIBILITY STUDIES; C8710 ENGINEERING; C8720 CIVIL ENGINEERING; C8730 SAFETY STUDIES; C8742 MECHANICAL ENGINEERS; I7373 INTEGRATED SYSTEMS & CAD/CAM SYSTEMS;
Licenses EC Civil Engineer;
Gender M
Ethnicity BLACK
Firm Type DBE

Firm ID 25239
Firm/DBA Name MATALON ARCHITECTURE & PLANNING, INC.
Address Line1 910 GRAND AVENUE #293
Address Line2
City SAN DIEGO
State CA
Zip Code1 92109
Zip Code2

Firm provides landscape architecture and interior design services, which are not required for this proposal.

~~Mailing-Address-Line1~~
~~Mailing-Address-Line2~~
~~Mailing-City~~
~~Mailing-State~~
~~Mailing-Zip-Code1~~
~~Mailing-Zip-Code2~~
 Certification-Type DBE
 EMail mbm@matalonarch.com
 Area-Code (-858-)
 Phone-Number 483-6587
 Fax-Area-Code (-858-)
 Fax-Phone-Number 483-6787
 Agency-Name DEPARTMENT-OF-TRANSPORTATION
 Counties 10;-13;-14;-15;-16;-19;-24;-30;-33;-34;-36;-39;-40;-42;-54;-56;
 Districts 03;-05;-06;-07;-08;-09;-10;-11;-12;
 DBE-NAICS 541310;-541340;-541410;-541430;-541490;

ACDBE-NAICS

Work-Codes C8704-ARCHITECTURAL;-C8705-DESIGN;-C8712-PUBLIC-RELATIONS;-C8765-DRAFTING;-I7336
 COMMERCIAL-ART-AND-GRAPHIC-DESIGN;-I7388-INTERIOR-DECORATING-&-DESIGN;
 Licenses ARC-Architect;
 Gender M
 Ethnicity NATIVE-AMERICAN
 Firm-Type DBE

Firm ID 30500
 Firm/DBA Name PAN ENVIRONMENTAL INC
 Address Line1 11551 CORTE PLAYA LAS BRISAS, SUITE 110
 Address Line2
 City SAN DIEGO
 State CA
 Zip Code1 92124
 Zip Code2
 Mailing Address Line1
 Mailing Address Line2
 Mailing City
 Mailing State
 Mailing Zip Code1
 Mailing Zip Code2
 Certification Type DBE
 EMail dbyrne@panenvironmental.com
 Area Code (858)
 Phone Number 560-6585
 Fax Area Code (858)
 Fax Phone Number 560-5962
 Agency Name DEPARTMENT OF TRANSPORTATION
 Counties 00;
 Districts 00;
 DBE NAICS 541511; 541620; 541690; 541710;

No website available to verify services offered/specialty. No previous relationship w/ this firm.

ACDBE NAICS

Work Codes C8706 DESIGN BRIDGES; C8707 FEASIBILITY STUDIES; C8722 ENVIRONMENTAL ENGINEER; I7371
 COMPUTER PROGRAMMING; I8730 RESEARCH & TESTING SERVICES; I8990 SERVICES, NEC;
 Licenses
 Gender F
 Ethnicity ASIAN PACIFIC
 Firm Type DBE

~~Firm ID~~ 37390
~~Firm/DBA Name~~ R-Z-GROUP
~~Address-Line1~~ 9136 JUDICIAL-DRIVE,-APT-3422
~~Address-Line2~~
~~City~~ SAN-DIEGO
~~State~~ CA
~~Zip-Code1~~ 92122

Firm provides water/wastewater engineering design services, which are not required for this proposal.

Zip-Code2
Mailing-Address-Line1
Mailing-Address-Line2
Mailing-City
Mailing-State
Mailing-Zip-Code1
Mailing-Zip-Code2
Certification-Type DBE
E-Mail rzheng74@hotmail.com
Area-Code (-858-)
Phone-Number 336-6647
Fax-Area-Code (-)
Fax-Phone-Number
Agency-Name DEPARTMENT-OF-TRANSPORTATION
Counties 19;-30;-33;-36;-37;-56;
Districts 07;-08;-11;-12;
DBE-NAICS 541330;-924110;

ACDBE-NAICS

Work-Codes C8700-CONSULTANT;-C8720-CIVIL-ENGINEERING;-C8722-ENVIRONMENTAL-ENGINEER;
Licenses EC-Civil-Engineer;
Gender F
Ethnicity ASIAN-PACIFIC
Firm-Type DBE

Firm ID 36577
Firm/DBA Name SKS ENGINEERING, INC.
Address Line1 15008 ESPOLA ROAD
Address Line2
City POWAY
State CA
Zip Code1 92064
Zip Code2
Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail engeda@gmail.com
Area Code (858)
Phone Number 395-7368
Fax Area Code (858)
Fax Phone Number 883-2511
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 19; 30; 33; 36; 37; 40; 42; 56; 58;
Districts 03; 05; 07; 08; 11; 12;
DBE NAICS 541330;

Firm provides contractor environmental support; construction administration and owner support; wetland, aquatic and upland ecology surveys; arborist services; and shipping port services. No previous relationship with this firm.

ACDBE NAICS

Work Codes C8720 CIVIL ENGINEERING;
Licenses EC Civil Engineer;
Gender M
Ethnicity BLACK
Firm Type DBE

Firm ID 6994
Firm/DBA Name TESHIMA-DESIGN-GROUP
Address Line1 9903-BUSINESS-PARK-AVENUE,-SUITE-100
Address Line2
City SAN-DIEGO
State CA
Zip-Code1 92131

Firm provides landscape architecture services, which are not required for this proposal.

Zip-Code2
Mailing-Address-Line1
Mailing-Address-Line2
Mailing-City
Mailing-State
Mailing-Zip-Code1
Mailing-Zip-Code2
Certification-Type DBE
E-Mail ron@teshimadesign.com
Area-Code (-858-)
Phone-Number 693-8824
Fax-Area-Code (-858-)
Fax-Phone-Number 693-1182
Agency-Name DEPARTMENT-OF-TRANSPORTATION
Counties 13;-14;-19;-26;-30;-33;-36;-37;-56;
Districts 07;-08;-09;-11;-12;
DBE-NAICS 541320;-541490;-541618;

ACDBE-NAICS

Work-Codes C8700-CONSULTANT;-C8744-LANDSCAPE-ARCHITECTS;
Licenses LA-Landscape-Architect;
Gender M
Ethnicity ASIAN-PACIFIC
Firm-Type DBE

Firm ID 12878
Firm/DBA Name UNIVERSAL STRUCTURES
Address Line1 12883 FLINTWOOD WAY
Address Line2
City SAN DIEGO
State CA
Zip Code1 92130
Zip Code2
Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail wanyoung@worldnet.att.net
Area Code (858)
Phone Number 259-6122
Fax Area Code (858)
Fax Phone Number 259-6112
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 00;
Districts 00;
DBE NAICS 541330; 541618; 541690;

Firm provides civil and structural engineering services. No previous relationship with this firm.

ACDBE NAICS

Work Codes C8700 CONSULTANT; C8707 FEASIBILITY STUDIES; C8720 CIVIL ENGINEERING; C8730 SAFETY STUDIES;
Licenses EC Civil Engineer; EST Structural Engineer;
Gender M
Ethnicity ASIAN PACIFIC
Firm Type DBE

Firm ID 34875
Firm/DBA Name YOUNG CHEN ENGINEERING
Address Line1 12745 VIA NIEVE
Address Line2
City SAN DIEGO
State CA

No website available to verify services offered/specialty. No previous relationship w/ this firm.

Zip Code1 92130
Zip Code2 2156
Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail ycheneng@sbcglobal.net
Area Code (858)
Phone Number
Fax Area Code (858)
Fax Phone Number
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 00;
Districts 00;
DBE NAICS 541330; 541340; 541490;

ACDBE NAICS

Work Codes C8703 TRAFFIC ENGINEER; C8704 ARCHITECTURAL; C8705 DESIGN; C8707 FEASIBILITY STUDIES;
 C8716 ARCHITECTURAL ENGINEER; C8720 CIVIL ENGINEERING; C8730 SAFETY STUDIES; C8742
 MECHANICAL ENGINEERS; C8765 DRAFTING;
Licenses EC Civil Engineer;
Gender M
Ethnicity ASIAN PACIFIC
Firm Type DBE

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Search Returned 8 Records

Fri Sep 18 09:49:09 PST 2009

Query Criteria

Area Code: 760

Naics Category: 54 Professional, Scientific, and Technical Services

Naics Codes: 541310 Architectural Services 541320 Landscape Architectural Services 541330

Engineering Services 541340 Drafting Services 541370 Surveying and Mapping (except Geophysical) Services 541620 Environmental Consulting Services

Firm Type: DBE

Gender: F

Firm-ID 30148
Firm/DBA Name D-S-P,-DESKTOP-SOLUTIONS-PLUS
Address-Line1 604-CALLE-CAPISTRANO
Address-Line2
City SAN-MARCOS
State CA
Zip-Code1 92069
Zip-Code2
Mailing-Address-Line1
Mailing-Address-Line2
Mailing-City
Mailing-State
Mailing-Zip-Code1
Mailing-Zip-Code2
Certification-Type DBE
E-Mail debbie@d-s-p.com
Area-Code (-760-)
Phone-Number 746-7782
Fax-Area-Code (-760-)
Fax-Phone-Number 699-6629
Agency-Name DEPARTMENT-OF-TRANSPORTATION
Counties 00;
Districts 00;
DBE-NAICS 323144;-548240;-541340;-541430;-541618;-561499;

Firm provides installation and maintenance of transit and public safety POS communications systems. These services are not required for this proposal.

ACDBE-NAICS

Work-Codes C8700-CONSULTANT;-C8765-DRAFTING;-D2740-MISC-PUBLISHING;-I7310-ADVERTISING;-I7336-COMMERCIAL-ART-AND-GRAPHIC-DESIGN;-I7370-COMPUTER-&-DATA-PROCESSING-SERVICES;-I7373-INTEGRATED-SYSTEMS-&-CAD/CAM-SYSTEMS;-I7380-MISC-BUSINESS-SERVICES;

Licenses
Gender F
Ethnicity HISPANIC
Firm-Type DBE

Firm-ID 36280
Firm/DBA Name GONZALES-ENVIRONMENTAL-CONSULTING-LLC
Address-Line1 61-842-AVENIDA-DAIZ
Address-Line2
City LA-QUINTA
State CA
Zip-Code1 92263
Zip-Code2
Mailing-Address-Line1
Mailing-Address-Line2
Mailing-City
Mailing-State
Mailing-Zip-Code1
Mailing-Zip-Code2

Firm is located in La Quinta.

Certification-Type DBE
E-Mail teresa.gonzales@earthlink.net
Area-Code (-760-)
Phone-Number 777-1621
Fax-Area-Code (-760-)
Fax-Phone-Number 774-3698
Agency-Name DEPARTMENT-OF-TRANSPORTATION
Counties 19;-30;-33;-36;
Districts 07;-08;-12;
DBE-NAICS 541620;

ACDBE-NAICS

Work-Codes C8700-CONSULTANT;
Licenses
Gender F
Ethnicity CAUCASIAN
Firm-Type DBE

Firm ID 36244
Firm/DBA Name LITHGOW ENVIRONMENTAL
Address Line1 1902 WRIGHT PLACE SUITE 200
Address Line2
City CARLSBAD
State CA
Zip Code1 92008
Zip Code2
Mailing Address Line1 P.O. BOX 2092
Mailing Address Line2
Mailing City CARLSBAD
Mailing State CA
Mailing Zip Code1 92018
Mailing Zip Code2
Certification Type DBE
E-Mail lithenv@sbcglobal.net
Area Code (760)
Phone Number 729-9405
Fax Area Code (760)
Fax Phone Number 729-9405
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 37;
Districts 11;
DBE NAICS 541620; 541710;

No website available to verify services offered/specialty. No previous relationship w/ this firm.

ACDBE NAICS

Work Codes C8700 CONSULTANT; C8707 FEASIBILITY STUDIES; C8722 ENVIRONMENTAL ENGINEER;
Licenses
Gender F
Ethnicity CAUCASIAN
Firm Type DBE

Firm ID 25571
Firm/DBA Name MARQUEZ & ASSOCIATES BIOLOGICAL CONSULTANTS
Address Line1 505 N. WILLOWSRING DRIVE
Address Line2
City ENCINITAS
State CA
Zip Code1 92024
Zip Code2
Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2

No website available to verify services offered/specialty. No previous relationship w/ this firm.

Certification Type DBE
E-Mail vjmarquez@sbcglobal.net
Area Code (760)
Phone Number 633-3066
Fax Area Code (760)
Fax Phone Number 633-3066
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 37;
Districts 11;
DBE NAICS 541620; 541710;

ACDBE NAICS

Work Codes C8721 RIGHT OF WAY ENGINEER; I8730 RESEARCH & TESTING SERVICES;
Licenses
Gender F
Ethnicity HISPANIC
Firm Type DBE

Firm ID 32032
Firm/DBA Name MEDLIN & ASSOCIATES, INC
Address Line1 P. O. BOX 130941
Address Line2
City CARLSBAD
State CA
Zip Code1 92013
Zip Code2 0941
Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail mail@medlin-acoustics.com
Area Code (760)
Phone Number 930-6515
Fax Area Code (760)
Fax Phone Number 930-6515
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 00;
Districts 00;
DBE NAICS 541330; 541490; 541618; 541620; 541690;

Firm provides acoustic consulting services.
 No previous relationship w/this firm.

ACDBE NAICS

Work Codes C0612 SAFETY; C8700 CONSULTANT; C8702 MANAGEMENT INFORMATION SYSTEMS; C8707 FEASIBILITY STUDIES; C8730 SAFETY STUDIES;
Licenses
Gender F
Ethnicity CAUCASIAN
Firm Type DBE

Firm ID 21214
Firm/DBA Name MICHELE MC LAIN, AIA
Address Line1 25990 MESA ROCK ROAD
Address Line2
City ESCONDIDO
State CA
Zip Code1 92026
Zip Code2
Mailing Address Line1 PO BOX 905
Mailing Address Line2
Mailing City SAN MARCOS
Mailing State CA
Mailing Zip Code1 92079

Firm provides architectural services.
 These services are not required for
 this proposal.

Mailing-Zip-Code2
Certification-Type DBE
E-Mail melainaia@aol.com
Area-Code (-760-)
Phone-Number 743-4955
Fax-Area-Code (-760-)
Fax-Phone-Number 743-4949
Agency-Name DEPARTMENT-OF-TRANSPORTATION
Counties 37;
Districts 44;
DBE-NAICS 541310;-541410;-541490;

ACDBE-NAICS

Work-Codes C8700-CONSULTANT;-C8704-ARCHITECTURAL;-C8705-DESIGN;
Licenses ARC-Architect;
Gender F
Ethnicity CAUCASIAN
Firm-Type DBE

Firm-ID 30382
Firm/DBA-Name PANGIS-INC
Address-Line1 624-CHESTERFIELD-CIRCLE
Address-Line2
City SAN-MARCOS
State CA
Zip-Code1 92069
Zip-Code2
Mailing-Address-Line1
Mailing-Address-Line2
Mailing-City
Mailing-State
Mailing-Zip-Code1
Mailing-Zip-Code2
Certification-Type DBE
E-Mail ALICE@PANGIS.COM
Area-Code (-760-)
Phone-Number 613-3948
Fax-Area-Code (-206-)
Fax-Phone-Number 339-9072
Agency-Name DEPARTMENT-OF-TRANSPORTATION
Counties 00;
Districts 00;
DBE-NAICS 541340;-541511;-541519;-541620;

Firm provides GIS services. These services are not required for this proposal.

ACDBE-NAICS

Work-Codes I7370-COMPUTER-&-DATA-PROCESSING-SERVICES;-J9510-ENVIRONMENTAL-QUALITY;
Licenses
Gender F
Ethnicity CAUCASIAN
Firm-Type DBE

Firm-ID 35695
Firm/DBA-Name SEAPORT-LIGHTING
Address-Line1 112-BEL-CANTO-COURT
Address-Line2
City PALM-DESERT
State CA
Zip-Code1 92244
Zip-Code2
Mailing-Address-Line1
Mailing-Address-Line2
Mailing-City
Mailing-State
Mailing-Zip-Code1

Firm provides lighting design services. These services are not required for this proposal.

Mailing-Zip-Code2
Certification-Type DBE
E-Mail info@seaportlighting.com
Area-Code (-760-)
Phone-Number 772-5804
Fax-Area-Code (-866-)
Fax-Phone-Number 268-2547
Agency-Name CITY-OF-LOS-ANGELES
Counties 00;
Districts 00;
DBE-NAICS 423220;-423610;-541410;-541620;

ACDBE-NAICS

Work-Codes C8604-LIGHTING;-J9510-ENVIRONMENTAL-QUALITY;
Licenses
Gender F
Ethnicity CAUCASIAN
Firm-Type DBE

[Back To Query Form](#)

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Search Returned 5 Records

Fri Sep 18 09:46:06 PST 2009

Query Criteria

Area Code: 760
 Naics Category: 54 Professional, Scientific, and Technical Services
 Naics Codes: 541310 Architectural Services 541320 Landscape Architectural Services 541330 Engineering Services 541340 Drafting Services 541370 Surveying and Mapping (except Geophysical) Services 541620 Environmental Consulting Services
 Ethnicity: ASIAN PAC BLACK NAT AM
 Firm Type: DBE

Firm ID 9308
Firm/DBA Name LANDMARK-CONSULTANTS,-INC
Address Line1 780-N.-4TH-STREET
Address Line2
City EL-CENTRO
State CA
Zip Code1 92243
Zip Code2
Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E Mail fwilliam@landmark-ca.com
Area Code (-760-)
Phone Number 370-3000
Fax Area Code (-760-)
Fax Phone Number 337-8900
Agency Name DEPARTMENT-OF-TRANSPORTATION
Counties 43;-30;-33;-36;-37;
Districts 08;-11;-12;
DBE NAICS 541330;-541490;-541512;-541618;-541690;

LandMark Consultants, Inc. is a consulting firm providing geotechnical and construction materials testing services in the Imperial, Riverside, and San Bernardino County areas of Southern California. Firm does not provide services in San Diego area.

ACDBE NAICS

Work Codes

A0780-LANDSCAPE-&-HORTICULTURAL-SERVICES;-C0612-SAFETY;-C8700-CONSULTANT;-C8701-BUSINESS-ADMINISTRATION;-C8702-MANAGEMENT-INFORMATION-SYSTEMS;-C8703-TRAFFIC-ENGINEER;-C8704-ARCHITECTURAL;-C8705-DESIGN;-C8706-DESIGN-BRIDGES;-C8707-FEASIBILITY-STUDIES;-C8710-ENGINEERING;-C8716-ARCHITECTURAL-ENGINEER;-C8720-CIVIL-ENGINEERING;-C8722-ENVIRONMENTAL-ENGINEER;-C8730-SAFETY-STUDIES;-C8742-MECHANICAL-ENGINEERS;-I7373-INTEGRATED-SYSTEMS-&-CAD/CAM-SYSTEMS;-I8740-MANAGEMENT-&-PUBLIC-RELATIONS;-I8990-SERVICES,-NEC;

Licenses

Gender M
Ethnicity NATIVE-AMERICAN
Firm Type DBE

Firm ID 8718
Firm/DBA Name MORAES/PHAM & ASSOCIATES
Address Line1 2031 PALOMAR AIRPORT ROAD, SUITE 120
Address Line2
City CARLSBAD
State CA
Zip Code1 92011
Zip Code2
Mailing Address Line1
Mailing Address Line2
Mailing City

Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail joe@moraeespham.com
Area Code (-760-)
Phone Number 434-7477
Fax Area Code (-760-)
Fax Phone Number 434-7479
Agency Name DEPARTMENT-OF-TRANSPORTATION
Counties 19;-30;-33;-36;-37;
Districts 07;-08;-11;-12;
DBE NAICS 238240;-541330;-541340;-541490;-541618;-541990;

Firm provides mechanical and electrical engineering services. These services are not required for this proposal.

ACDBE NAICS

Work Codes C8700-CONSULTANT; C8707-FEASIBILITY-STUDIES; C8710-ENGINEERING; C8730-SAFETY-STUDIES; C8740-ELECTRICAL-ENGINEERS; C8742-MECHANICAL-ENGINEERS;
Licenses EE-Electrical-Engineer; EM-Mechanical-Engineer;
Gender M
Ethnicity ASIAN-PACIFIC
Firm Type DBE

Firm ID 30117
Firm/DBA Name PARAS & ASSOCIATES
Address Line1 31238 VIA MARGARITA
Address Line2
City BONSALL
State CA
Zip Code1 92003
Zip Code2
Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail rickparas@sbcglobal.net
Area Code (760)
Phone Number 630-2039
Fax Area Code (760)
Fax Phone Number 724-9364
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 00;
Districts 00;
DBE NAICS 238990; 541330; 541340; 541490; 541512; 541618;

No website available to verify services offered/specialty. No previous relationship w/ this firm.

ACDBE NAICS

Work Codes C8700 CONSULTANT; C8701 BUSINESS ADMINISTRATION; C8702 MANAGEMENT INFORMATION SYSTEMS; C8703 TRAFFIC ENGINEER; C8704 ARCHITECTURAL; C8705 DESIGN; C8707 FEASIBILITY STUDIES; C8710 ENGINEERING; C8716 ARCHITECTURAL ENGINEER; C8720 CIVIL ENGINEERING; C8730 SAFETY STUDIES; C8742 MECHANICAL ENGINEERS; C8765 DRAFTING; I7373 INTEGRATED SYSTEMS & CAD/CAM SYSTEMS; I8740 MANAGEMENT & PUBLIC RELATIONS;
Licenses EC Civil Engineer; EST Structural Engineer;
Gender M
Ethnicity ASIAN PACIFIC
Firm Type DBE

Firm ID 30743
Firm/DBA Name Q & S ENGINEERING
Address Line1 205 WEST 5TH AVENUE, SUITE 104
Address Line2
City ESCONDIDO
State CA
Zip Code1 92025

Firm provides services in the environmental, geotechnical, and oceanographic fields. No previous relationship with this firm.

Zip Code2
Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail cleslie@qsengineering.com
Area Code (760)
Phone Number 480-9972
Fax Area Code (858)
Fax Phone Number 509-9508
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 00;
Districts 00;
DBE NAICS 541618; 541620; 541690; 541710;

ACDBE NAICS

Work Codes C0612 SAFETY; C8700 CONSULTANT; C8701 BUSINESS ADMINISTRATION; C8702 MANAGEMENT INFORMATION SYSTEMS; C8722 ENVIRONMENTAL ENGINEER; I8730 RESEARCH & TESTING SERVICES; I8990 SERVICES, NEC;

Licenses
Gender M
Ethnicity BLACK
Firm Type DBE

Firm ID 37488
Firm/DBA Name SAMPO-ENGINEERING, INC.
Address-Line1 1034-SECOND-STREET
Address-Line2
City ENCINITAS
State CA
Zip-Code1 92075
Zip-Code2
Mailing Address-Line1
Mailing Address-Line2
Mailing City
Mailing State
Mailing Zip-Code1
Mailing Zip-Code2
Certification-Type DBE
E-Mail vince@sampoengineering.com
Area-Code (-760-)
Phone-Number 436-0660
Fax Area-Code (-760-)
Fax-Phone-Number 436-0659
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 19;-30;-33;-36;-37;
Districts 07;-08;-11;-12;
DBE-NAICS 221310;-237210;-237990;-541330;-541340;-541360;-541370;-561410;

Previous relationship with this firm. Provide civil engineering and survey services. These services are not required for this proposal.

ACDBE-NAICS

Work-Codes C2065-IRRIGATION-SYSTEM; C8710-ENGINEERING; C8720-CIVIL-ENGINEERING; C8760-SURVEYOR; C8765-DRAFTING; C9826-LAND-SURVEYING; E4940-WATER-SUPPLY; E4970-IRRIGATION-SYSTEMS; H6550-SUBDIVIDERS-&-DEVELOPERS;
Licenses EC-Civil-Engineer; LS-Land-Surveyor;
Gender M
Ethnicity NATIVE AMERICAN
Firm Type DBE

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Search Returned 19 Records

Fri Sep 18 09:48:28 PST 2009

Query Criteria

Area Code: 619

Naics Category: 54 Professional, Scientific, and Technical Services

Naics Codes: 541310 Architectural Services 541320 Landscape Architectural Services 541330

Engineering Services 541340 Drafting Services 541370 Surveying and Mapping (except Geophysical) Services 541620 Environmental Consulting Services

Firm Type: DBE

Gender: F

Firm ID 37004
Firm/DBA Name CAMPBELL AND SPANGLER, INC
Address Line1 2535 BOUNDARY STREET
Address Line2
City SAN DIEGO
State CA
Zip Code1 92104
Zip Code2
Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail jkunkler@camspainc.com
Area Code (619)
Phone Number 992-7483
Fax Area Code (619)
Fax Phone Number 280-2267
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 19; 37; 38; 42; 56;
Districts 04; 05; 07; 11;
DBE NAICS 541614; 541620; 541690;

No website available to verify services offered/specialty. No previous relationship w/ this firm.

ACDBE NAICS

Work Codes 18990 SERVICES, NEC;
Licenses
Gender F
Ethnicity CAUCASIAN
Firm Type DBE

Firm ID 7403
Firm/DBA Name ESTRADA LAND PLANNING, INC.
Address Line1 765 BROADWAY CIRCLE, SUITE 300
Address Line2
City SAN DIEGO
State CA
Zip Code1 92104
Zip Code2 6161
Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail ceoneaul@estradalandplan.com

Previous relationship with this firm. Estrada provides landscape architecture services, which are not required for this proposal.

Area-Code (-619-)
 Phone-Number 236-0443
 Fax-Area-Code (-619-)
 Fax-Phone-Number 236-0578
 Agency-Name DEPARTMENT-OF-TRANSPORTATION
 Counties 00;
 Districts 00;
 DBE-NAICS 541320;

ACDBE-NAICS

Work-Codes C8744-LANDSCAPE-ARCHITECTS;
 Licenses LA-Landscape-Architect;
 Gender F
 Ethnicity HISPANIC
 Firm-Type DBE

Firm-ID 4788
 Firm/DBA-Name GARBINI & GARBINI-LANDSCAPE-ARCHITECTURE, INC
 Address-Line1 716 J-STREET, SUITE 307
 Address-Line2
 City SAN-DIEGO
 State CA
 Zip-Code1 92104
 Zip-Code2 5121
 Mailing-Address-Line1
 Mailing-Address-Line2
 Mailing-City
 Mailing-State
 Mailing-Zip-Code1
 Mailing-Zip-Code2
 Certification-Type DBE
 EMail GGARBINI@GARBINIANDGARBINI.COM
 Area-Code (-619-)
 Phone-Number 232-4747
 Fax-Area-Code (-619-)
 Fax-Phone-Number 232-9856
 Agency-Name DEPARTMENT-OF-TRANSPORTATION
 Counties 19;-30;-37;
 Districts 07;-11;-12;
 DBE-NAICS 541320;

Previous relationship with this firm, Garbini provides landscape architecture services, which are not required for this proposal.

ACDBE-NAICS

Work-Codes C8744-LANDSCAPE-ARCHITECTS;
 Licenses LA-Landscape-Architect;
 Gender F
 Ethnicity CAUCASIAN
 Firm-Type DBE

Firm-ID 33050
 Firm/DBA-Name HON CONSULTING INC
 Address-Line1 2226 DWIGHT STREET
 Address-Line2
 City SAN DIEGO
 State CA
 Zip-Code1 92104
 Zip-Code2
 Mailing-Address-Line1
 Mailing-Address-Line2
 Mailing-City
 Mailing-State
 Mailing-Zip-Code1
 Mailing-Zip-Code2
 Certification-Type DBE
 EMail khon@honconsultinginc.com

Previous relationship with this firm. Contacted Katherine Hon and asked her to join the RBF Team based on her experience working on the CEQA documentation for this project. She declined.

Area Code (619)
 Phone Number 294-8990
 Fax Area Code (619)
 Fax Phone Number 269-5515
 Agency Name DEPARTMENT OF TRANSPORTATION
 Counties 13; 30; 33; 37;
 Districts 08; 11; 12;
 DBE NAICS 541330; 541618;

ACDBE NAICS

Work Codes C8700 CONSULTANT; C8707 FEASIBILITY STUDIES; C8720 CIVIL ENGINEERING; C8730 SAFETY STUDIES;
 Licenses A General Engineering Contractor;
 Gender F
 Ethnicity CAUCASIAN
 Firm Type DBE

Firm ID 28479
 Firm/DBA Name IR2-INTERIOR-RESOURCE, INC
 Address Line1 4460-MONACO-STREET
 Address Line2
 City SAN-DIEGO
 State CA
 Zip Code1 92107
 Zip Code2
 Mailing Address Line1
 Mailing Address Line2
 Mailing City
 Mailing State
 Mailing Zip Code1
 Mailing Zip Code2
 Certification Type DBE
 EMail k.ohollearn@ir2.com
 Area Code (-619-)
 Phone Number 325-1884
 Fax Area Code (-888-)
 Fax Phone Number 800-0363
 Agency Name DEPARTMENT OF TRANSPORTATION
 Counties 02; 13; 19; 30; 33; 37;
 Districts 07; 08; 10; 11; 12;
 DBE NAICS 541340; 541440; 541490; 541614;

Checked firm's website (www.ir2.com). Firm provides interior design services. These services are not required for this proposal.

ACDBE NAICS

Work Codes C8705-DESIGN; C8765-DRAFTING; I7388-INTERIOR-DECORATING-& DESIGN;
 Licenses
 Gender F
 Ethnicity CAUCASIAN
 Firm Type DBE

Firm ID 32145
 Firm/DBA Name ISAACSON PLANNING
 Address Line1 5639 MADRA AVENUE
 Address Line2
 City SAN DIEGO
 State CA
 Zip Code1 92120
 Zip Code2
 Mailing Address Line1
 Mailing Address Line2
 Mailing City
 Mailing State
 Mailing Zip Code1
 Mailing Zip Code2
 Certification Type DBE

No website available to verify services offered/specialty. No previous relationship w/ this firm.

E-Mail
Area Code (619)
Phone Number 582-3117
Fax Area Code (619)
Fax Phone Number 582-3117
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 00;
Districts 00;
DBE NAICS 541330; 541820; 925120;

ACDBE NAICS

Work Codes C8703 TRAFFIC ENGINEER; C8707 FEASIBILITY STUDIES; C8711 COMPUTER; C8716 ARCHITECTURAL ENGINEER; C8720 CIVIL ENGINEERING; C8730 SAFETY STUDIES; C8742 MECHANICAL ENGINEERS; J9530 HOUSING & URBAN DEVELOPMENT;

Licenses
Gender F
Ethnicity CAUCASIAN
Firm Type DBE

Firm ID 24885
Firm/DBA Name JBG ENVIRONMENTAL CONSULTING
Address Line1 4368 NIAGARA AVE
Address Line2
City SAN DIEGO
State CA
Zip Code1 92107
Zip Code2
Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail juliegaa@cox.net
Area Code (619)
Phone Number 224-6684
Fax Area Code (619)
Fax Phone Number 393-0528
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 00;
Districts 00;
DBE NAICS 541620;

No website available to verify services offered/specialty. No previous relationship w/ this firm.

ACDBE NAICS

Work Codes C8700 CONSULTANT;
Licenses
Gender F
Ethnicity CAUCASIAN
Firm Type DBE

Firm ID 37409
Firm/DBA Name JL STORM WATER CONSULTANTS, INC
Address Line1 1720 BRIDGEHAMPTON PLACE
Address Line2
City EL CAJON
State CA
Zip Code1 92019
Zip Code2
Mailing Address Line1 PMB 127, 2660 JAMACHA RD., STE 147
Mailing Address Line2
Mailing City EL CAJON
Mailing State CA
Mailing Zip Code1 92019

Mailing Zip Code2
Certification Type DBE
E Mail jane@jlstormwater.com
Area Code (-619-)
Phone Number 922-6514
Fax Area Code (-619-)
Fax Phone Number 579-6063
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 19; 30; 33; 37;
Districts 07; 08; 11; 12;
DBE NAICS 541620;

Looked up firm's website (www.jlstormwater.com).
 Firm provides storm water consulting services
 such as SWPPP and SWMP preparation. These
 services are not required for this proposal.

ACDBE NAICS

Work Codes C8700-CONSULTANT;
Licenses
Gender F
Ethnicity CAUCASIAN
Firm Type DBE

Firm ID 15461
Firm/DBA Name JNE & ASSOCIATES
Address Line1 2608 SHELTER ISLAND DRIVE, SUITE 200
Address Line2
City SAN DIEGO
State CA
Zip Code1 92106
Zip Code2
Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E Mail jnichols@jneassociates.com
Area Code (619)
Phone Number 222-0016
Fax Area Code (619)
Fax Phone Number 222-5736
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 00;
Districts 00;
DBE NAICS 541618; 541620; 924110;

Looked up firm's website (www.jlstormwater.com).
 Firm provides permitting, monitoring, biological
 and site assessment services. No previous
 relationship with this firm.

ACDBE NAICS

Work Codes C8700 CONSULTANT; C8701 BUSINESS ADMINISTRATION; C8702 MANAGEMENT INFORMATION
 SYSTEMS; C8721 RIGHT OF WAY ENGINEER; I8740 MANAGEMENT & PUBLIC RELATIONS; J9510
 ENVIRONMENTAL QUALITY;
Licenses
Gender F
Ethnicity CAUCASIAN
Firm Type DBE

Firm ID 8604
Firm/DBA Name LINTVEDT, MCCOLL & ASSOCIATES
Address Line1 2840 CAMINO DEL RIO SOUTH, STE 200
Address Line2
City SAN DIEGO
State CA
Zip Code1 92108
Zip Code2 3820
Mailing Address Line1
Mailing Address Line2
Mailing City

Lintvedt, McColl & Associates
 has merged with David Evans
 and Associates, Inc.

Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail info@lmaengineering.com
Area Code (-619-)
Phone Number 294-4440
Fax Area Code (-619-)
Fax Phone Number 294-4442
Agency Name DEPARTMENT-OF-TRANSPORTATION
Counties 00;
Districts 00;
DBE NAICS 541330;-541370;-541490;-541618;

ACDBE NAICS

Work Codes C8700-CONSULTANT;-C8705-DESIGN;-C8720-CIVIL-ENGINEERING;-C8760-SURVEYOR;
Licenses EC-Civil-Engineer;
Gender F
Ethnicity CAUCASIAN
Firm Type DBE

Firm ID 12924
Firm/DBA Name MARIE-BURKE-LIA,-ATTORNEY-AT-LAW
Address Line1 427-"C"-STREET,-SUITE-#416
Address Line2
City SAN-DIEGO
State CA
Zip Code1 92101
Zip Code2

No website available to verify services offered/specialty. No previous relationship w/ this firm. No attorney services required for this proposal.

Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail mbllaw@earthlink.net
Area Code (-619-)
Phone Number 235-9766
Fax Area Code (-619-)
Fax Phone Number 235-4410
Agency Name DEPARTMENT-OF-TRANSPORTATION
Counties 13;-19;-30;-33;-36;-37;-56;
Districts 07;-08;-11;-12;
DBE NAICS 541410;-541618;-541620;-925120;

ACDBE NAICS

Work Codes C8700-CONSULTANT;-C8704-BUSINESS-ADMINISTRATION;-C8702-MANAGEMENT-INFORMATION SYSTEMS;-I8140-LEGAL-SERVICES;-I8740-MANAGEMENT-&-PUBLIC-RELATIONS;-J9510-ENVIRONMENTAL QUALITY;-J9530-HOUSING-&-URBAN-DEVELOPMENT;
Licenses L-Lawyer;
Gender F
Ethnicity CAUCASIAN
Firm Type DBE

Firm ID 24185
Firm/DBA Name MARTIN & LIBBY
Address Line1 4452 GLACIER AVE
Address Line2
City SAN DIEGO
State CA
Zip Code1 92120
Zip Code2 3381
Mailing Address Line1

Firm provides structural engineering services. No previous relationship with this firm.

Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
EMail jlibby@martinandlibby.com
Area Code (619)
Phone Number 280-9307
Fax Area Code (619)
Fax Phone Number 284-3533
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 00;
Districts 00;
DBE NAICS 541330;

ACDBE NAICS

Work Codes C8707 FEASIBILITY STUDIES; C8720 CIVIL ENGINEERING; C8730 SAFETY STUDIES;
Licenses EC Civil Engineer;
Gender F
Ethnicity CAUCASIAN
Firm Type DBE

Firm ID 13977
Firm/DBA Name PARTERRE
Address Line1 1223 HAYES AVENUE
Address Line2
City SAN DIEGO
State CA
Zip Code1 92103
Zip Code2
Mailing Address Line1 1221 HAYES AVENUE
Mailing Address Line2
Mailing City SAN DIEGO
Mailing State CA
Mailing Zip Code1 92103
Mailing Zip Code2
Certification Type DBE
EMail LILIPARTERRE@COX.NET
Area Code (-619-)
Phone Number 296-3743
Fax Area Code (-619-)
Fax Phone Number 296-3702
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 12; 13; 14; 15; 16; 17; 18; 19; 20; 21; 22; 23; 24; 25; 26; 27; 28; 29; 30;
 31; 32; 33; 34; 35; 36; 37; 38; 39; 40; 41; 42; 43; 44; 45; 46; 47; 48; 49; 50; 51; 52; 53; 54; 55; 56; 57; 58;
Districts 01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 12;
DBE NAICS 541320; 541340; 541490;

Firm provides landscape architecture services. These services are not required for this proposal.

ACDBE NAICS

Work Codes C8705 DESIGN; C8707 FEASIBILITY STUDIES; C8744 LANDSCAPE ARCHITECTS;
Licenses LA-Landscape Architect;
Gender F
Ethnicity CAUCASIAN
Firm Type DBE

Firm ID 35214
Firm/DBA Name SMR & ASSOCIATES PLAN REVIEW SERVICES, INC.
Address Line1 3569 FIFTH AVE., SUITE 100
Address Line2
City SAN DIEGO
State CA
Zip Code1 92103
Zip Code2

Firm provides structural engineering services. No previous relationship with this firm.

Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
EMail anne@smr-eng.com
Area Code (619)
Phone Number 294-6600
Fax Area Code (619)
Fax Phone Number 294-6800
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 19; 33; 34; 36; 37; 38; 42; 56;
Districts 03; 04; 05; 07; 08; 11;
DBE NAICS 541310; 541340;

ACDBE NAICS

Work Codes C8700 CONSULTANT; C8704 ARCHITECTURAL; C8716 ARCHITECTURAL ENGINEER;
Licenses ARC Architect;
Gender F
Ethnicity CAUCASIAN
Firm Type DBE

Firm ID 32936
Firm/DBA Name SUSAN HECTOR CONSULTING, LLC
Address Line1 7226 VIAR AVE
Address Line2
City SAN DIEGO
State CA
Zip Code1 92120
Zip Code2
Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
EMail shectorsd@cox.com
Area Code (619)
Phone Number 583-8164
Fax Area Code (619)
Fax Phone Number 501-6005
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 00;
Districts 00;
DBE NAICS 541330; 541618;

Firm provides archeology and cultural resources services. No previous relationship with this firm.

ACDBE NAICS

Work Codes C8700 CONSULTANT; C8701 BUSINESS ADMINISTRATION; C8702 MANAGEMENT INFORMATION SYSTEMS; C8703 TRAFFIC ENGINEER; C8707 FEASIBILITY STUDIES; C8716 ARCHITECTURAL ENGINEER; C8720 CIVIL ENGINEERING; C8730 SAFETY STUDIES; C8742 MECHANICAL ENGINEERS; I8740 MANAGEMENT & PUBLIC RELATIONS;
Licenses
Gender F
Ethnicity CAUCASIAN
Firm Type DBE

Firm ID 36032
Firm/DBA Name T3W BUSINESS SOLUTIONS, INC
Address Line1 591 CAMINO DE LA REINA
Address Line2 SUITE 600
City SAN DIEGO
State CA

Reviewed firm's website (<http://www.t3w.com>). They provide GIS / GPS Solutions, Document Management, Business Solutions and Environmental Services. No previous relationship with this firm.

Zip Code1 92108
Zip Code2
Mailing Address Line1 1366 CORTE DE LAS PIEDRAS
Mailing Address Line2
Mailing City EL CAJON
Mailing State CA
Mailing Zip Code1 92019
Mailing Zip Code2
Certification Type DBE
E-Mail lcarman@t3w.com
Area Code (619)
Phone Number 517-0068
Fax Area Code (619)
Fax Phone Number 328-0589
Agency Name SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Counties 00;
Districts 00;
DBE NAICS 518210; 541330; 541370; 541511; 541512; 541611; 541614; 541618; 541922; 561110; 561410; 611430;

ACDBE NAICS

Work Codes C8700 CONSULTANT; C8701 BUSINESS ADMINISTRATION; C8702 MANAGEMENT INFORMATION SYSTEMS; C8707 FEASIBILITY STUDIES; C8710 ENGINEERING; C8765 DRAFTING; I7370 COMPUTER & DATA PROCESSING SERVICES; I7371 COMPUTER PROGRAMMING; I7373 INTEGRATED SYSTEMS & CAD/CAM SYSTEMS;

Licenses

Gender F
Ethnicity CAUCASIAN
Firm Type DBE

Firm ID 34589
Firm/DBA Name TJP, INC.
Address Line1 137-ELDER AVENUE
Address Line2
City IMPERIAL BEACH
State GA
Zip Code1 91932
Zip Code2
Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail tjohnson@tjpengeering.com
Area Code (619)
Phone Number 423-8639
Fax Area Code (619)
Fax Phone Number 423-8663
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 37;
Districts 11;
DBE NAICS 541330;

TJP Engineering specializes in aquatic animal Life Support System (LSS) services and water-related civil engineering projects. These services are not required for this proposal.

ACDBE NAICS

Work Codes C8707 FEASIBILITY STUDIES; C8720 CIVIL ENGINEERING; C8730 SAFETY STUDIES;

Licenses EC-Civil Engineer;
Gender F
Ethnicity CAUCASIAN
Firm Type DBE

Firm ID 35330
Firm/DBA Name URBANA PRESERVATION & PLANNING
Address Line1 2911-ADAMS AVENUE #4
Address Line2

Urbana Preservation & Planning specializes in urban planning, historic preservation, history and architectural history services. These services are not required for this proposal.

City SAN-DIEGO
State CA
Zip-Code1 92116
Zip-Code2
Mailing-Address-Line1 255-G-STREET-#399
Mailing-Address-Line2
Mailing-City SAN-DIEGO
Mailing-State CA
Mailing-Zip-Code1 92101
Mailing-Zip-Code2
Certification-Type DBE
E-Mail wendy@urbanapreservation.com
Area-Code (-619-)
Phone-Number 543-0693
Fax-Area-Code (-800-)
Fax-Phone-Number 880-4434
Agency-Name DEPARTMENT-OF-TRANSPORTATION
Counties 00;
Districts 00;
DBE-NAICS 541620;-541720;-541990;

ACDBE-NAICS

Work-Codes C8700-CONSULTANT;-C8722-ENVIRONMENTAL-ENGINEER;
Licenses
Gender F
Ethnicity CAUCASIAN
Firm-Type DBE

Firm-ID 13126
Firm/DBA-Name ZAGRODNIK-&THOMAS-ARCHITECTS
Address-Line1 3958-30TH-STREET
Address-Line2
City SAN-DIEGO
State CA
Zip-Code1 92106
Zip-Code2
Mailing-Address-Line1
Mailing-Address-Line2
Mailing-City
Mailing-State
Mailing-Zip-Code1
Mailing-Zip-Code2
Certification-Type DBE
E-Mail jean@ztare.com
Area-Code (-619-)
Phone-Number 528-1199
Fax-Area-Code (-619-)
Fax-Phone-Number 528-8181
Agency-Name DEPARTMENT-OF-TRANSPORTATION
Counties 13;-19;-27;-30;-33;-37;-40;-42;-56;
Districts 05;-07;-08;-11;-12;
DBE-NAICS 541310;-541490;-541618;

Previous relationship with this firm. ZTA provides architecture services, which are not required for this proposal.

ACDBE-NAICS

Work-Codes C8700-CONSULTANT;-C8704-ARCHITECTURAL;-C8705-DESIGN;
Licenses ARC-Architect;
Gender F
Ethnicity CAUCASIAN
Firm-Type DBE

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Search Returned 6 Records

Fri Sep 18 09:45:35 PST 2009

Query Criteria

Area Code: 619

Naics Category: 54 Professional, Scientific, and Technical Services

Naics Codes: 541310 Architectural Services 541320 Landscape Architectural Services 541330

Engineering Services 541340 Drafting Services 541370 Surveying and Mapping (except Geophysical)

Services 541620 Environmental Consulting Services

Ethnicity: ASIAN PAC BLACK NAT AM

Firm Type: DBE

Firm ID	32363
Firm/DBA Name	AMERICAN CONCURRENT ENGINEERING SERVICES
Address Line1	539 TELEGRAPH CANYON ROAD #144
Address Line2	
City	CHULA VISTA
State	CA
Zip Code1	91910
Zip Code2	
Mailing Address Line1	539 TELEGRAPH CANYON ROAD
Mailing Address Line2	
Mailing City	SAN DIEGO
Mailing State	CA
Mailing Zip Code1	91910
Mailing Zip Code2	
Certification Type	DBE
E-Mail	
Area Code	(619)
Phone Number	491-4168
Fax Area Code	(619)
Fax Phone Number	426-2908
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	00;
Districts	00;
DBE NAICS	238990; 511210; 518111; 518210; 541330; 541340; 541490; 541511; 541512; 541519; 541618;

No website available to verify services offered/specialty. No previous relationship w/ this firm.

ACDBE NAICS

C8700 CONSULTANT; C8701 BUSINESS ADMINISTRATION; C8702 MANAGEMENT INFORMATION SYSTEMS; C8703 TRAFFIC ENGINEER; C8704 ARCHITECTURAL; C8705 DESIGN; C8707 FEASIBILITY STUDIES; C8710 ENGINEERING; C8716 ARCHITECTURAL ENGINEER; C8720 CIVIL ENGINEERING; C8730 SAFETY STUDIES; C8742 MECHANICAL ENGINEERS; C8765 DRAFTING; I7370 COMPUTER & DATA PROCESSING SERVICES; I7371 COMPUTER PROGRAMMING; I7372 PREPACKAGED SOFTWARE; I7373 INTEGRATED SYSTEMS & CAD/CAM SYSTEMS; I7375 INFORMATION RETRIEVAL SYSTEMS; I8740 MANAGEMENT & PUBLIC RELATIONS;

Work Codes

Licenses

Gender	M
Ethnicity	BLACK
Firm Type	DBE

Firm ID	8920
Firm/DBA Name	ALLIED GEOTECHNICAL ENGINEERS, INC
Address Line1	9500 CUYAMACA ST., STE 102
Address Line2	
City	SANTEE
State	CA
Zip Code1	92071
Zip Code2	2685
Mailing Address Line1	
Mailing Address Line2	
Mailing City	

Previous relationship w/this firm. Not contacted for proposal submitted 10/16/09/ Contacted for "second round" (proposal submitted 12/18/09 to meet City's UDBE requirement. Agreed to join RBF Team.

Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail alliedgeo@aol.com
Area Code (619)
Phone Number 449-5900
Fax Area Code (619)
Fax Phone Number 449-5902
Agency Name LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
Counties 30; 33; 37;
Districts 08; 11; 12;
DBE NAICS 541330; 541380; 541620;

ACDBE NAICS

Work Codes C8707 FEASIBILITY STUDIES; C8716 ARCHITECTURAL ENGINEER; C8730 SAFETY STUDIES; C8742 MECHANICAL ENGINEERS; I8734 LABORATORY TESTING AND ANALYSIS;
Licenses ES Soils Engineer; RG Registered Geologist;
Gender M
Ethnicity ASIAN PACIFIC
Firm Type DBE

Firm ID 24804
Firm/DBA Name ESKINDER-BERHANU & ASSOCIATES
Address Line1 1465-G-STREET, UNIT-3504
Address Line2
City SAN-DIEGO
State CA
Zip Code1 92104
Zip Code2
Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail EEBKS@AOL.COM
Area Code (-619-)
Phone Number 338-9395
Fax Area Code (-619-)
Fax Phone Number 338-9396
Agency Name DEPARTMENT-OF-TRANSPORTATION
Counties 00;
Districts 00;
DBE NAICS 541330; 541648;

Checked firm's website (<http://www.ebaenergy.com/>)
 Website states "An independent consulting Engineering firm specializing in energy efficiency and renewable technologies as well as Sustainable buildings and facilities mechanical design thus conducting research, analysis, planning, and evaluation." These services are not required for this proposal. Firm not contacted.

ACDBE NAICS

Work Codes C8700 CONSULTANT; C8701 BUSINESS ADMINISTRATION; C8703 TRAFFIC ENGINEER; C8707 FEASIBILITY STUDIES; C8710 ENGINEERING; C8716 ARCHITECTURAL ENGINEER; C8720 CIVIL ENGINEERING; C8742 MECHANICAL ENGINEERS;
Licenses EM-Mechanical-Engineer;
Gender M
Ethnicity BLACK
Firm Type DBE

Firm ID 36599
Firm/DBA Name PETIL CONSTRUCTION & ENGINEERING, INC.
Address Line1 1755 BRISTOL COURT
Address Line2
City BONITA
State CA
Zip Code1 91902
Zip Code2 4005
Mailing Address Line1

Checked firm's website (<http://petil-pce.com>). Firm provides Architectural Engineering, Civil & Highway Engineering, Traffic Engineering. No previous relationship with this firm.

Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail netedwmp@netscape
Area Code (619)
Phone Number 962-8389
Fax Area Code (619)
Fax Phone Number 482-1493
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 09; 19; 30; 33; 34; 37; 38;
Districts 03; 04; 07; 08; 11; 12;
DBE NAICS 236115; 541330;

ACDBE NAICS

Work Codes C8720 CIVIL ENGINEERING; C9801 BUILDING CONSTRUCTION;
Licenses A General Engineering Contractor; EC Civil Engineer;
Gender M
Ethnicity ASIAN PACIFIC
Firm Type DBE

Firm ID 31129
Firm/DBA Name TEZA-DESIGN
Address-Line1 233-A-STREET, SUITE 1103
Address-Line2
City SAN-DIEGO
State CA
Zip-Code1 92144
Zip-Code2
Mailing-Address-Line1
Mailing-Address-Line2
Mailing-City
Mailing-State
Mailing-Zip-Code1
Mailing-Zip-Code2
Certification-Type DBE
E-Mail sam@teza-design.com
Area-Code (-619-)
Phone-Number 956-6834
Fax-Area-Code (-619-)
Fax-Phone-Number 209-7798
Agency-Name DEPARTMENT-OF-TRANSPORTATION
Counties 00;
Districts 00;
DBE NAICS 238220; 238990; 541330; 541340; 541490; 541512; 541618;

Looked up firm's website (<http://www.teza-design.com/>)
 Website states "Teza Design is a Professional Mechanical Engineering Firm specializing & providing complete Mechanical Engineering Services including: Heating, Ventilating and Air Conditioning (HVAC) as well as Plumbing & Piping Design. Our Clients are typically Architectural Firms, Building Developers and Building Owners." None of these services required for this proposal.

ACDBE-NAICS

Work Codes C8700-CONSULTANT; C8701-BUSINESS-ADMINISTRATION; C8702-MANAGEMENT-INFORMATION SYSTEMS; C8703-TRAFFIC-ENGINEER; C8704-ARCHITECTURAL; C8706-DESIGN; C8707-FEASIBILITY STUDIES; C8710-ENGINEERING; C8716-ARCHITECTURAL-ENGINEER; C8720-CIVIL-ENGINEERING; C8730 SAFETY-STUDIES; C8742-MECHANICAL-ENGINEERS; C8765-DRAFTING; C8901-AIR CONDITIONING/SHEET-METAL; C9862-RESIDENTIAL-AIR-CONDITIONING-&SHEET-METAL; C9866 HEATING-&AIR-CONDITIONING; I7373-INTEGRATED-SYSTEMS-&CAD/CAM-SYSTEMS; I8740 MANAGEMENT-&PUBLIC-RELATIONS;
Licenses EM-Mechanical-Engineer;
Gender M
Ethnicity BLACK
Firm-Type DBE

Firm ID 36031
Firm/DBA Name WALLER CONSULTING LLC
Address Line1 2111 WEST CALIFORNIA STREET
Address Line2

City SAN-DIEGO
State CA
Zip-Code1 92140
Zip-Code2
Mailing-Address-Line1
Mailing-Address-Line2
Mailing-City
Mailing-State
Mailing-Zip-Code1
Mailing-Zip-Code2
Certification-Type DBE
Email don@wallerconsulting.com
Area-Code (-619-)
Phone-Number 819-9356
Fax-Area-Code (-619-)
Fax-Phone-Number 819-9364
Agency-Name SAN-DIEGO-COUNTY-REGIONAL-AIRPORT-AUTHORITY
Counties 37;
Districts 11;
DBE-NAICS 541310;-541320;-541330;-541611;-541618;-541990;

Looked up firm's website (<http://www.wallerconsulting.com/>). Firm provides programming, conceptual, schematics, design development, construction documents, construction services. These services are not required for this proposal.

ACDBE-NAICS

Work-Codes C8700-CONSULTANT;
Licenses
Gender M
Ethnicity ASIAN-PACIFIC
Firm-Type DBE

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Query Criteria

Area Code: 858

Naics Category: 54 Professional, Scientific, and Technical Services

Naics Codes: 541310 Architectural Services 541320 Landscape Architectural Services 541330

Engineering Services 541340 Drafting Services 541370 Surveying and Mapping (except Geophysical) Services 541620 Environmental Consulting Services

Firm Type: DBE

Gender: F

Firm-ID 35900
Firm/DBA Name ALLIANCE-CONSULTING-ENGINEERS, INC.
Address-Line1 9665-CHESAPEAKE-DRIVE
Address-Line2
City SAN-DIEGO
State CA
Zip-Code1 92123
Zip-Code2
Mailing-Address-Line1
Mailing-Address-Line2
Mailing-City
Mailing-State
Mailing-Zip-Code1
Mailing-Zip-Code2
Certification-Type DBE
E-Mail tamara@alliance-engineers.com
Area-Code (-858-)
Phone-Number 268-2323
Fax-Area-Code (-858-)
Fax-Phone-Number 279-2626
Agency-Name DEPARTMENT-OF-TRANSPORTATION
Counties 00;
Districts 00;
DBE-NAICS 541330;-541340;-541370;

Reviewed firm's website (<http://www.alliance-engineers.com/>). Services offered include mechanical, electrical, plumbing and energy engineering design. None of these services are required for this proposal. Firm not contacted.

ACDBE-NAICS

Work-Codes C8700-CONSULTANT;-C8710-ENGINEERING;-C8716-ARCHITECTURAL-ENGINEER;-C8742-MECHANICAL-ENGINEERS;-C8765-DRAFTING;
Licenses EM-Mechanical-Engineer-;
Gender F
Ethnicity CAUCASIAN
Firm-Type DBE

Firm-ID 34622
Firm/DBA Name ARCHAEOS
Address-Line1 11209-GOLDEN-BIRCH-WAY
Address-Line2
City SAN-DIEGO
State CA
Zip-Code1 92131
Zip-Code2
Mailing-Address-Line1
Mailing-Address-Line2
Mailing-City
Mailing-State
Mailing-Zip-Code1
Mailing-Zip-Code2
Certification-Type DBE

Reviewed firm's website (<http://www.archaeossandiego.com/>). They provide historic building assessments. This service is not required for this proposal. Firm not contacted.

E-Mail archaeos@msn.com
Area-Code (-858-)
Phone-Number 549-7648
Fax-Area-Code (-858-)
Fax-Phone-Number 549-2484
Agency-Name DEPARTMENT-OF-TRANSPORTATION
Counties 37;
Districts 44;
DBE-NAICS 541620;

ACDBE-NAICS

Work-Codes C8721-RIGHT-OF-WAY-ENGINEER;
Licenses
Gender F
Ethnicity CAUCASIAN
Firm-Type DBE

Firm ID 35800
Firm/DBA Name ELLIS ENVIRONMENTAL CONSULTING
Address-Line1 5566 CALLE MIRAMAR
Address-Line2
City LA JOLLA
State CA
Zip-Code1 92037
Zip-Code2
Mailing-Address-Line1
Mailing-Address-Line2
Mailing-City
Mailing-State
Mailing-Zip-Code1
Mailing-Zip-Code2
Certification-Type DBE
E-Mail EllisEnvironmentalConsulting@hotmail.com
Area-Code (858)
Phone-Number 869-7972
Fax-Area-Code (858)
Fax-Phone-Number 272-8011
Agency-Name DEPARTMENT OF TRANSPORTATION
Counties 37;
Districts 11;
DBE NAICS 541620;

No website available to verify services offered/specialty. No previous relationship w/ this firm.

ACDBE NAICS

Work-Codes C8700 CONSULTANT;
Licenses
Gender F
Ethnicity CAUCASIAN
Firm-Type DBE

Firm-ID 24735
Firm/DBA-Name HVAC-ENGINEERING, INC.
Address-Line1 5402-RUFFIN-ROAD, STE. 210
Address-Line2
City SAN-DIEGO
State CA
Zip-Code1 92123
Zip-Code2
Mailing-Address-Line1
Mailing-Address-Line2
Mailing-City
Mailing-State
Mailing-Zip-Code1
Mailing-Zip-Code2
Certification-Type DBE

Have a previous relationship with this firm. However, HVAC services are not required for this proposal so firm not contacted.

E-Mail patriciah@hvaceng.com
Area-Code (-858-)
Phone-Number 569-6594
Fax-Area-Code (-858-)
Fax-Phone-Number 569-7054
Agency-Name DEPARTMENT-OF-TRANSPORTATION
Counties 02;-10;-19;-27;-30;-33;-34;-36;-37;-38;-42;-43;-46;-56;
Districts 03;-04;-05;-06;-07;-08;-10;-11;-12;
DBE-NAICS 541330;-541618;

ACDBE-NAICS

Work-Codes C8700-CONSULTANT;-C8701-BUSINESS-ADMINISTRATION;-C8707-FEASIBILITY-STUDIES;-C8742
 MECHANICAL-ENGINEERS;
Licenses EM-Mechanical-Engineer-;
Gender F
Ethnicity CAUCASIAN
Firm-Type DBE

Firm-ID 32360
Firm/DBA-Name INFRASTRUCTURE-ENGINEERING-CORPORATION
Address-Line1 16787-BERNARDO-CENTER-DRIVE-#9
Address-Line2
City SAN-DIEGO
State CA
Zip-Code1 92128
Zip-Code2

Have a previous relationship with this firm; However, water/wastewater systems engineering services are not required for this proposal so firm not contacted.

Mailing-Address-Line1
Mailing-Address-Line2
Mailing-City
Mailing-State
Mailing-Zip-Code1
Mailing-Zip-Code2
Certification-Type DBE
E-Mail amyczajkowski@iecorporation.com
Area-Code (-858-)
Phone-Number 454-6704
Fax-Area-Code (-858-)
Fax-Phone-Number 454-6707
Agency-Name DEPARTMENT-OF-TRANSPORTATION
Counties 00;
Districts 00;
DBE-NAICS 541330;

ACDBE-NAICS

Work-Codes C8703-TRAFFIC-ENGINEER;-C8707-FEASIBILITY-STUDIES;-C8716-ARCHITECTURAL-ENGINEER;-C8720
 CIVIL-ENGINEERING;-C8730-SAFETY-STUDIES;-C8742-MECHANICAL-ENGINEERS;
Licenses
Gender F
Ethnicity CAUCASIAN
Firm-Type DBE

Firm-ID 16664
Firm/DBA-Name IS-ARCHITECTURE
Address-Line1 6649-LA-JOLLA-BLVD
Address-Line2
City LA-JOLLA
State CA
Zip-Code1 92037
Zip-Code2
Mailing-Address-Line1
Mailing-Address-Line2
Mailing-City
Mailing-State
Mailing-Zip-Code1
Mailing-Zip-Code2

Reviewed firm's website (<http://www.isarchitecture.com/>). Architectural services for custom homes or historic preservation are not required for this proposal. Firm not contacted.

Certification-Type DBE
E-Mail istiegler@isarchitecture.com
Area-Code (-858-)
Phone-Number 456-8555
Fax-Area-Code (-858-)
Fax-Phone-Number 456-8566
Agency-Name SAN-DIEGO-COUNTY-REGIONAL-AIRPORT-AUTHORITY
Counties 00;
Districts 00;
DBE-NAICS 541310;-541340;-541490;-541618;-712120;

ACDBE-NAICS

Work-Codes C8700-CONSULTANT;-C8701-BUSINESS-ADMINISTRATION;-C8702-MANAGEMENT-INFORMATION SYSTEMS;-C8704-ARCHITECTURAL;-C8705-DESIGN;-C8712-PUBLIC-RELATIONS;-C8765-DRAFTING;-I8740-MANAGEMENT-&-PUBLIC-RELATIONS;
Licenses ARC-Architect;
Gender F
Ethnicity CAUCASIAN
Firm-Type DBE

Firm-ID 31292
Firm/DBA-Name JCI-SERVICES,-INC
Address-Line1 1720-B-THOMAS-STREET
Address-Line2
City SAN-DIEGO
State CA
Zip-Code1 92109
Zip-Code2
Mailing-Address-Line1
Mailing-Address-Line2
Mailing-City
Mailing-State
Mailing-Zip-Code1
Mailing-Zip-Code2
Certification-Type DBE
E-Mail jancarter@jcisi.com
Area-Code (-858-)
Phone-Number 270-9567
Fax-Area-Code (-858-)
Fax-Phone-Number 270-9544
Agency-Name DEPARTMENT-OF-TRANSPORTATION
Counties 00;
Districts 00;
DBE-NAICS 238990;-541330;-541340;-541410;-541430;-541490;-541618;-561499;-611110;-611310;-622110;-712110;-712130;

Firm specializes in constructability reviews for food service projects. This service is not required for this proposal. Firm not contacted.

ACDBE-NAICS

Work-Codes C8700-CONSULTANT;-C8701-BUSINESS-ADMINISTRATION;-C8702-MANAGEMENT-INFORMATION SYSTEMS;-C8703-TRAFFIC-ENGINEER;-C8704-ARCHITECTURAL;-C8705-DESIGN;-C8707-FEASIBILITY STUDIES;-C8716-ARCHITECTURAL-ENGINEER;-C8720-CIVIL-ENGINEERING;-C8730-SAFETY-STUDIES;-C8742-MECHANICAL-ENGINEERS;-C8765-DRAFTING;-I7336-COMMERCIAL-ART-AND-GRAPHIC-DESIGN;-I7380-MISC-BUSINESS-SERVICES;-I7388-INTERIOR-DECORATING-&-DESIGN;-I8060-HOSPITALS;-I8210-ELEMENTARY-&-SECONDARY-SCHOOLS;-I8220-COLLEGES-&-UNIVERSITIES;-I8410-MUSEUMS-&-ART GALLERIES;-I8420-BOTANICAL-&-ZOOLOGICAL-GARDENS;-I8740-MANAGEMENT-&-PUBLIC-RELATIONS;
Licenses
Gender F
Ethnicity CAUCASIAN
Firm-Type DBE

Firm-ID 27623
Firm/DBA-Name K2 ENGINEERING, INC.
Address-Line1 12595 RAGWEED STREET
Address-Line2
City SAN DIEGO
State CA
Zip-Code1 92129

Firm specializes in geotechnical engineering. No previous relationship with this firm.

Zip Code2
Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail skemmerer@san.rr.com
Area Code (858)
Phone Number 484-2347
Fax Area Code (858)
Fax Phone Number 484-8682
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 00;
Districts 00;
DBE NAICS 541330; 541380; 541512; 541618;

ACDBE NAICS

Work Codes C8700 CONSULTANT; C8701 BUSINESS ADMINISTRATION; C8702 MANAGEMENT INFORMATION SYSTEMS; C8710 ENGINEERING; I7373 INTEGRATED SYSTEMS & CAD/CAM SYSTEMS; I8740 MANAGEMENT & PUBLIC RELATIONS;
Licenses EC Civil Engineer; EGT Geotechnical Engineer;
Gender F
Ethnicity HISPANIC
Firm Type DBE

Firm ID 30162
Firm/DBA Name L-K-S & ASSOCIATES
Address Line1 10387-RUE FINISTERRE
Address Line2
City SAN-DIEGO
State CA
Zip Code1 92131
Zip Code2
Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail
Area Code (-858-)
Phone Number 630-9988
Fax Area Code (-858-)
Fax Phone Number 630-9922
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 13; 19; 30; 33; 36; 37;
Districts 07; 08; 11; 12;
DBE NAICS 238090; 541330; 541512; 541618; 541820;

Firm is no longer in business.

ACDBE NAICS

Work Codes C8700 CONSULTANT; C8701 BUSINESS ADMINISTRATION; C8702 MANAGEMENT INFORMATION SYSTEMS; C8703 TRAFFIC ENGINEER; C8707 FEASIBILITY STUDIES; C8710 ENGINEERING; C8711 COMPUTER; C8716 ARCHITECTURAL ENGINEER; C8720 CIVIL ENGINEERING; C8730 SAFETY STUDIES; C8742 MECHANICAL ENGINEERS; I7373 INTEGRATED SYSTEMS & CAD/CAM SYSTEMS; I8740 MANAGEMENT & PUBLIC RELATIONS;
Licenses
Gender F
Ethnicity CAUCASIAN
Firm Type DBE

Firm ID 33421
Firm/DBA Name LEPORE CONSULTING

No website available to verify services offered/specialty. No previous relationship w/ this firm.

Address Line1 279 STRATFORD CT
Address Line2
City DEL MAR
State CA
Zip Code1 92014
Zip Code2
Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail lisalepore@yahoo.com
Area Code (858)
Phone Number 259-1062
Fax Area Code (858)
Fax Phone Number 259-1062
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 00;
Districts 00;
DBE NAICS 531210; 541330; 541490;

ACDBE NAICS

Work Codes C8703 TRAFFIC ENGINEER; C8704 ARCHITECTURAL; C8705 DESIGN; C8707 FEASIBILITY STUDIES;
 C8716 ARCHITECTURAL ENGINEER; C8720 CIVIL ENGINEERING; C8730 SAFETY STUDIES; C8742
 MECHANICAL ENGINEERS; C8750 REAL ESTATE; H6531 REAL ESTATE APPRAISERS & BROKERS;

Licenses
Gender F
Ethnicity CAUCASIAN
Firm Type DBE

Firm ID 35243
Firm/DBA Name NAUTILUS ENVIRONMENTAL, LLC
Address Line1 6560-MOREHOUSE-DRIVE,, SUITE-150
Address Line2
City SAN-DIEGO
State CA
Zip Code1 92424
Zip Code2
Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail inpo@nautilusenvironmental.com
Area Code (-858-)
Phone Number 687-7333
Fax Area Code (-858-)
Fax Phone Number 587-3964
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 13;-19;-30;-33;-37;-42;-56;
Districts 06;-07;-08;-11;-12;
DBE NAICS 541380;-541620;-541690;

Previous relationship with this firm. They are a water quality laboratory specializing in toxicology. These services are not required for this proposal. Firm not contacted.

ACDBE NAICS

Work Codes I8730 RESEARCH & TESTING SERVICES; I8734 LABORATORY TESTING AND ANALYSIS; J9510 ENVIRONMENTAL QUALITY;

Licenses
Gender F
Ethnicity CAUCASIAN
Firm Type DBE

Firm ID 30500
Firm/DBA Name PAN ENVIRONMENTAL INC
Address Line1 11551 CORTE PLAYA LAS BRISAS, SUITE 110
Address Line2
City SAN DIEGO
State CA
Zip Code1 92124
Zip Code2
Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail dbyrne@panenvironmental.com
Area Code (858)
Phone Number 560-6585
Fax Area Code (858)
Fax Phone Number 560-5962
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 00;
Districts 00;
DBE NAICS 541511; 541620; 541690; 541710;

No website available to verify services offered/specialty. No previous relationship w/ this firm.

ACDBE NAICS

Work Codes C8706 DESIGN BRIDGES; C8707 FEASIBILITY STUDIES; C8722 ENVIRONMENTAL ENGINEER; I7371 COMPUTER PROGRAMMING; I8730 RESEARCH & TESTING SERVICES; I8990 SERVICES, NEC;
Licenses
Gender F
Ethnicity ASIAN PACIFIC
Firm Type DBE

Firm ID 37390
Firm/DBA Name R-Z GROUP
Address Line1 9135 JUDICIAL DRIVE, APT-3422
Address Line2
City SAN DIEGO
State CA
Zip Code1 92122
Zip Code2
Mailing Address Line1
Mailing Address Line2
Mailing City
Mailing State
Mailing Zip Code1
Mailing Zip Code2
Certification Type DBE
E-Mail rzhang74@hotmail.com
Area Code (-858-)
Phone Number 336-6547
Fax Area Code (-)
Fax Phone Number
Agency Name DEPARTMENT OF TRANSPORTATION
Counties 19; 30; 33; 36; 37; 56;
Districts 07; 08; 11; 12;
DBE NAICS 541330; 924140;

Reviewed the firm's website (<http://www.therzgroup.com>). Design water/wastewater facility design. This service is not required for this proposal. Firm not contacted.

ACDBE NAICS

Work Codes C8700 CONSULTANT; C8720 CIVIL ENGINEERING; C8722 ENVIRONMENTAL ENGINEER;
Licenses EC-Civil Engineer;
Gender F
Ethnicity ASIAN PACIFIC
Firm Type DBE

Firm-ID 36142
Firm/DBA-Name RORE, INC.
Address-Line1 1640-GOLLINGWOOD-DR.
Address-Line2
City SAN-DIEGO
State CA
Zip-Code1 92109
Zip-Code2 2239
Mailing-Address-Line1
Mailing-Address-Line2
Mailing-City
Mailing-State
Mailing-Zip-Code1
Mailing-Zip-Code2
Certification-Type DBE
E-Mail gmurthy@roreinc.com
Area-Code (-858-)
Phone-Number 483-8625
Fax-Area-Code (-)
Fax-Phone-Number
Agency-Name CITY-OF-LOS-ANGELES
Counties 00;
Districts 00;
DBE-NAICS 541620;-541690;

Familiar with the firm's principal from her previous position at Haley & Aldrich. Reviewed her firm's website (<http://www.roreinc.com/>). Provide environmental (Registered PE/PG, CIH, CAC), engineering (ArcGIS, AutoCAD), and construction services. The services offered are not required for this proposal.

ACDBE NAICS

Work-Codes I8990-SERVICES,-NEC;-J9510-ENVIRONMENTAL-QUALITY;
Licenses
Gender F
Ethnicity ASIAN-SUBCONTINENT
Firm-Type DBE

Firm-ID 37824
Firm/DBA-Name SEMA-ARCHITECTS
Address-Line1 3640-TORREY-VIEW-COURT
Address-Line2
City SAN-DIEGO
State CA
Zip-Code1 92130
Zip-Code2
Mailing-Address-Line1
Mailing-Address-Line2
Mailing-City
Mailing-State
Mailing-Zip-Code1
Mailing-Zip-Code2
Certification-Type DBE
E-Mail sema@semarch.com
Area-Code (-858-)
Phone-Number 205-4370
Fax-Area-Code (-858-)
Fax-Phone-Number 724-2727
Agency-Name DEPARTMENT-OF-TRANSPORTATION
Counties 00;
Districts 00;
DBE-NAICS 541310;-541340;-541410;-541430;-541490;

Previous relationship with this firm. Architectural services not required for this proposal. Firm not contacted for this opportunity.

ACDBE NAICS

Work-Codes C8704-ARCHITECTURAL;
Licenses ARC-Architect;
Gender F
Ethnicity CAUCASIAN
Firm-Type DBE

Firm ID	37539	Unfamiliar with this firm. Reviewed their website (www.theecologicstudio.com). They provide sustainable design project management/LEED building project consulting. These services are not required for this proposal. Therefore, firm not contacted.
Firm/DBA Name	THE-ECOLOGIC-STUDIO-LLC	
Address-Line1	649-VALLEY-AVENUE, SUITE-B	
Address-Line2		
City	SOLANA-BEACH	
State	CA	
Zip-Code1	92075	
Zip-Code2		
Mailing-Address-Line1	649-VALLEY-AVENUE, SUITE-B	
Mailing-Address-Line2		
Mailing-City	SOLANA-BEACH	
Mailing-State	CA	
Mailing-Zip-Code1	92075	
Mailing-Zip-Code2		
Certification-Type	DBE	
E-Mail	ckeith@theecologicstudio.com	
Area-Code	(-858-)	
Phone-Number	335-3757	
Fax-Area-Code	(-858-)	
Fax-Phone-Number	689-9319	
Agency-Name	DEPARTMENT-OF-TRANSPORTATION	
Counties	01;-02;-03;-04;-05;-06;-07;-08;-09;-10;-11;-12;-13;-14;-15;-16;-17;-18;-19;-20;-21;-22;-23;-24;-26;-33;-34;-35;-36;-37;-38;-39;-40;-41;-42;-43;-44;-46;-56;	
Districts	01;-02;-03;-04;-05;-06;-07;-08;-09;-10;-11;	
DBE-NAICS	541310;-541350;-541410;-541618;-541620;-541690;-611691;-611699;	
ACDBE-NAICS		
Work-Codes	C8700-CONSULTANT;-C8704-ARCHITECTURAL;-C8705-DESIGN;	
Licenses	ARC-Architect;	
Gender	F	
Ethnicity	CAUCASIAN	
Firm-Type	DBE	

Firm ID	9908
Firm/DBA Name	VERA-BERGER, PH.D., P.E.
Address-Line1	4020-PORTE-DE-PALMAS #41
Address-Line2	
City	SAN-DIEGO
State	CA
Zip-Code1	92122
Zip-Code2	
Mailing-Address-Line1	
Mailing-Address-Line2	
Mailing-City	
Mailing-State	
Mailing-Zip-Code1	
Mailing-Zip-Code2	
Certification-Type	DBE
E-Mail	
Area-Code	(-858-)
Phone-Number	464-1952
Fax-Area-Code	(-855-)
Fax-Phone-Number	
Agency-Name	DEPARTMENT-OF-TRANSPORTATION
Counties	00;
Districts	00;
DBE-NAICS	541330;

ACDBE-NAICS

Work-Codes	C8703-TRAFFIC-ENGINEER;-C8707-FEASIBILITY-STUDIES;-C8716-ARCHITECTURAL-ENGINEER;-C8720-CIVIL-ENGINEERING;-C8730-SAFETY-STUDIES;-C8742-MECHANICAL-ENGINEERS;
Licenses	EA-Architectural-Engineer;-EGT-Geotechnical-Engineer;
Gender	F
Ethnicity	CAUCASIAN

Firm Type

DBE



[Back To Query Form](#)

SUBCONSULTANTS LIST

INFORMATION REGARDING SUBCONSULTANTS PARTICIPATION:

Subconsultant's List shall include name and complete address of all Subconsultants who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.

Proposer shall also submit subconsultant commitment letters on subconsultant's letterhead, no more than one page each, from subconsultants listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subconsultants shall be used for scope of work listed. No changes to this Subconsultants List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONSULTANTS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	* MBE/ WBE/DBE/ DVBE/OBE	** WHERE CERTIFIED
Entech Northwest dba Entech Consulting Group 43410 Business Park Dr Temecula, CA 92590	Noise studies	2.5%	(1)	UDBE - DBE, MBE, WBE	UCP
Nordby Biological Consulting 5173 Waring Rd #171 San Diego, CA 92120	Biology	5%	(1)	OBE	
Konecny Biological Services 1501 E Grand Ave #2403 Escondido, CA 92027	Avian biology	2.5%	(1)	OBE SBE	
KTU+A 3916 Normal St. San Diego, CA 92103	Visual studies	1.5%	(1)	OBE SBE	
Rick Engineering Company 5620 Friars Rd San Diego, CA 92110	Hydrology / hydraulics, Project liaison	12%	(1)	OBE	
Tierra Environmental Services 9915 Businesspark Ave Suite C San Diego, California 92131	Cultural resources studies	2.5%	(1)	MBE	Caltrans
T.Y. Lin International 5030 Camino de la Siesta Suite 204 San Diego, CA 92108	Structural engineering	2.5%	(1)	OBE	

Attachment II

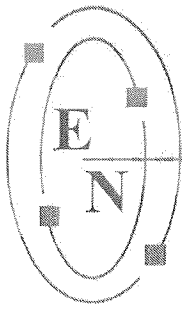
Urban Systems Associates 4540 Kearny Villa RD Ste 106 San Diego, CA 92123	Traffic engineering	6%	(1)	OBE	
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca Street, Suite 102 Santee, CA 92071-2685	Geotechnical engineering	1.8 - 2.25%	(1)	UDBE - DBE, MBE	Caltrans

* *For information only.* As appropriate, Proposer shall identify Subconsultants 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 Subconsultant is certified by:

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



ENTECH CONSULTING GROUP

PLANNING • ENVIRONMENTAL • CONSTRUCTION MANAGEMENT

October 5, 2009

Lorraine Ahlquist, M.S., CEM
Regional Environmental Services Manager - Transportation
RBF Consulting
9755 Clairemont Mesa Boulevard, Suite 100
San Diego, CA 92124

Re: City of San Diego As-Needed Environmental Planning Services Proposal

Dear Ms. Ahlquist:

Entech Consulting Group is pleased to participate with RBF Consulting as a part of the proposal team for El Camino Real Widening Project for the City of San Diego. Entech will provide air quality services for this project. Entech anticipates performing a minimum of 2.5% of the total contract value.

Entech's headquarter office is located in Temecula, California at 43410 Business Park Dr. Temecula, California 92590. Our local office has eight staff members, including management, technical and administrative personnel who have all worked together for a number of years. I will be the Project Manager for this project and we have a track record of delivering projects on-time and on-budget. I am confident that our environmental services will enhance the City's ability to delivery this project successfully. We can be reached at the following:

43410 Business Park Dr.
Temecula, CA 92590
Telephone (951) 506-0055x303
Fax: (951) 506-0102
mjones@entechnorthwest.com

Thank you for the opportunity to join your team. We look forward to working with you.

Sincerely,

Michelle Jones
President



October 6, 2009

Ms. Lorraine Ahlquist
RBF Consulting
9755 Clairemont Mesa Boulevard, Suite 100
San Diego, CA 92124

**Subject: Letter of Commitment
El Camino Real Bridge/Road Widening – Environmental
Documentation**

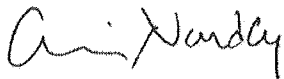
Dear Ms. Ahlquist:

Nordby Biological Consulting is pleased to commit its services to the RBF Consulting team for the El Camino Real Bridge/Road Widening – Environmental Documentation project. Nordby Biological Consulting will provide biological resources support for the project in the form of updating the project NES and resource agency coordination, and will assist RBF in the preparation of final mitigation plans, specifications and estimates per Option No. 1 of the request for Proposals. The level of participation is estimated to be approximately 5 percent, but will be based on the final negotiated scope of services and contract price should RBF be selected by the City of San Diego for this contract.

All work by Nordby Biological Consulting will be performed by Mr. Chris Nordby, President and Principal Biologist. Mr. Nordby has experience with similar City of San Diego bridge/road improvement projects, including past studies conducted in support of the current El Camino Real Bridge/Road Widening project.

Thank you for the opportunity to join the RBF Consulting team. I look forward to working with you.

Sincerely,



Chris Nordby
President and Principal Biologist

Konecny Biological Services

Biological Consulting, Research, Conservation

October 7, 2009

RBF Consulting
Regional Environmental Services Manager - Transportation
9755 Clairemont Mesa Boulevard, Suite 100
San Diego, California 92124-1324

Attn: Ms. Lorraine Ahlquist

Re: El Camino Bridge/Road Widening NEPA Proposal

Dear Ms. Ahlquist:

Konecny Biological Services (KBS) is pleased to participate with RBF Consulting (RBF) as a part of the proposal team for NEPA documentation at the El Camino Real Bridge/Road Widening project for the City of San Diego. KBS will provide as-needed biological resource investigation and expertise on the light-footed clapper rail as required by task order assignments at a level of 2.5 % of total contract.

KBS is a sole proprietor and small business located at: 1501 East Grand Avenue, # 2403, Escondido, California, 92027. KBS has been in business since 1998.

KBS is prepared to commit the necessary resources and efforts in whatever manner appropriate to assure the successful completion of the proposed projects covered by this proposal. This letter serves as verification of commitment to provide environmental services as a member of the RBF team. Thank you for the opportunity to join your team. We look forward to working with you.

Sincerely,



John K. Konecny
Principal/Wildlife Biologist
Konecny Biological Services



3916 Normal Street
San Diego, CA 92103
619.294.4477
fax • 619.294.9965
www.ktua.com
RLA 2342 • 2386

October 13, 2009

Ms. Lorraine Ahlquist, M.S., CEM
RBF Consulting
9755 Clairemont Mesa Blvd., Suite 100
San Diego, CA 92124

Re: Environmental Services for El Camino Real Bridge/Road Widening Environmental Documentation
(H104890)

Dear Ms. Ahlquist,

KTU+A is pleased to join your team to provide assistance in the preparation of the visual impact assessment in accordance with FHWA guidelines for the El Camino Real Bridge/Road Widening project.

I will be responsible for the preparation of the visual technical study. I will be supported by KTU+A's team of 29 landscape architects, planners, graphic designers and CAD specialists. KTU+A's scope of work is anticipated to be approximately 1.5% of the contract total.

KTU+A is a small business enterprise, certified by the State of California and the Small Business Administration. We attest that the information contained in our submittal is truthful, accurate, and complete. We appreciate your interest in KTU+A and look forward to working with RBF Consulting should you receive a contract from the City of San Diego.

Respectfully submitted,

Michael L. Singleton, LEED AP, AICP, ASLA
California Landscape Architect 2386
Principal



October 7, 2009

Ms. Lorraine Ahlquist, MS, CEM
Regional Environmental Services Manager - Transportation
RBF Consulting
9755 Clairemont Mesa Boulevard, Suite 100
San Diego, California 92124-1324

RE: City of San Diego El Camino Real Bridge/Road Widening – Environmental Documentation Services Proposal (H104890)

Dear Ms. Ahlquist:

We are pleased to be a member of your team for the El Camino Real Bridge/Road Widening Environmental Documentation Project with the City of San Diego. We agree to provide civil engineering, water resources, and hydrology/hydraulics in accordance to the scope of services. We understand that our estimated percentage of work will be 12% of the total contract.

We look forward to working together with you. Please contact me if you require any additional information.

Sincerely,

RICK ENGINEERING COMPANY

A handwritten signature in black ink, appearing to read "Edgar Camerino", is written over the company name. The signature is stylized and includes a large, sweeping flourish at the end.

Mr. Edgar Camerino, PE
Project Manager



TIERRA

ENVIRONMENTAL SERVICES

October 12, 2009

Ms. Lorraine Ahlquist
Regional Services Manager, Transportation
RBF Consulting
9755 Clairemont Mesa Boulevard
San Diego, CA 92124

Re: Cultural Resources Subconsultant Commitment to RBF Consulting for the City of San Diego Engineering and Capital Projects Department El Camino Real Bridge/Road Widening Project

Dear Ms. Ahlquist:

Tierra Environmental Services (Tierra) is pleased to be a part of your team and to offer professional services relevant to the City of San Diego El Camino Real Road/Bridge Widening Project. Tierra will dedicate qualified personnel to provide cultural resources services as required for the duration of the project.

Our firms level of participation is estimated to be approximately 2.5 percent, but will be based on the final negotiated scope of services and contract price should RBF be selected by the City of San Diego for this contract. Our availability for the needed services is one-hundred percent.

Tierra is committed to providing the required level of resources and expertise to the RBF Team and the City of San Diego to successfully achieve the goals set forth for this project.

Sincerely,

Patrick McGinnis, RPA
Senior Archaeologist

TYLIN INTERNATIONAL

engineers | planners | scientists

October 14, 2009

Ms. Lorraine Ahlquist, M.S., CEM
Regional Environmental Services Manager - Transportation
RBF Consulting
9755 Clairemont Mesa Boulevard, Suite 100
San Diego, California 92124-1324

**Subject: Letter of Commitment
El Camino Real Bridge/Road Widening Environmental Documentation**

Dear Ms. Ahlquist:


T.Y. Lin International (TYLI) is pleased to commit its services to the RBF Consulting Team for the El Camino Real Bridge/Road Widening Environmental Documentation project. TYLI will provide bridge engineering planning studies and consultation services. TYLI is estimated to receive 2.5% of the overall contract.

TYLI offers RBF Consulting and the City of San Diego the experience, dedication, and commitment to make this project a success. All TYLI work will be performed under the direction of Mr. Jim Rucker who has over 20 years of bridge engineering experience, including the preparation of the current El Camino Real Bridge planning studies.

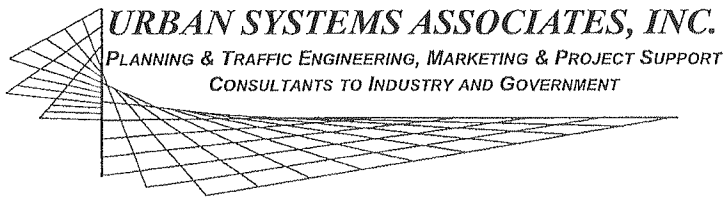
Thank you for the opportunity to join the RBF Consulting Team. Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

T.Y. Lin International



Joe Tognoli, PE
Vice President



December 2, 2009

Ms. Lorraine Ahlquist, M.S., CEM
RBF Consulting
9755 Clairemont Mesa Blvd., Suite 100
San Diego, CA 92124

Re: Transportation Planning Services for El Camino Real Bridge/Road Widening Environmental Documentation

Dear Ms. Ahlquist,

Urban Systems Associates, Inc. is pleased to join your team to provide assistance in the preparation of the traffic engineering & planning in accordance with FHWA guidelines for the El Camino Real Bridge/Road Widening project.

I will be responsible for the preparation of the traffic assessment technical study. I will be supported by Urban Systems traffic specialists. Urban Systems scope of work is anticipated to be approximately 6% of the contract total.

Respectfully submitted,

Andrew P. Schlaefli, P.E.
Vice President



Allied Geotechnical Engineers, Inc.

December 16, 2009

Ms. Lorraine Ahlquist, M.S., CEM
RBF Consulting
9755 Clairemont Mesa Blvd., Suite 100
San Diego, CA 92124

**Subject: LETTER OF COMMITMENT
Environmental Services for El Camino Real Bridge/Road Widening
Environmental Documentation (H104890)**

Dear Ms. Ahlquist:

Allied Geotechnical Engineers, Inc. (AGE) is pleased to join your team to provide assistance in the preparation of the hazardous waste/Phase I assessment in accordance with FHWA guidelines for the El Camino Real Bridge/Road Widening project. AGE is committed to provide geotechnical engineering support services to RBF Consulting for the preparation of the Phase I assessment technical study. AGE scope of work is anticipated to be approximately 1.2 to 1.5% of the total contract amount.

AGE is certified as a Small, Minority-owned and Disadvantaged Business Enterprise (S/M/DBE) under the California Unified Certification Program (CUCP). We attest that the information contained in our submittal is truthful, accurate, and complete. We appreciate your interest in AGE and look forward to working with RBF Consulting should you receive a contract from the City of San Diego.

Sincerely,

ALLIED GEOTECHNICAL ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'Sani Sutanto', written over a horizontal line.

Sani Sutanto, P.E.
Senior Engineer

SUBCONSULTANT SUMMARY DATA

(1) Legal Name & Address	(2) Address of Office Located in San Diego County	(3) # of Years Firm has Maintained Office in San Diego County	(4) # of Employees in San Diego County	(5) City of San Diego Business License #	(6) Name, Title, Address & Telephone # of Contact Person	(7) Approximate % Participation of Overall Project Cost
Entech Northwest dba Entech Consulting Group 43410 Business Park Dr Temecula, CA 92590	Not Applicable (NA)	NA	NA	NA	Michelle A. Jones President/Principal Engineer Entech Consulting Group 43410 Business Park Dr Temecula, CA 92590 951-506-0055 x303	2.5%
Nordby Biological Consulting 5173 Waring Rd #171 San Diego, CA 92120	5173 Waring Rd #171 San Diego, CA 92120	1	1	B2008013668	Chris Nordby President and Principal Biologist Nordby Biological Consulting 5173 Waring Rd #171 San Diego, CA 92120 619-582-2771	5%
Konecny Biological Services 1501 E Grand Ave #2403 Escondido, CA 92027	1501 E Grand Ave #2403 Escondido, CA 92027	11	1	NA	John Konecny Principal/Wildlife Biologist Konecny Biological Services 1501 E Grand Ave #2403 Escondido, CA 92027 760-489-5276	2.5%
KTU+A 3916 Normal St. San Diego, CA 92103	3916 Normal St. San Diego, CA 92103	39	29	B1974008054	Mike Singleton Principal KTU+A 3916 Normal St. San Diego, CA 92103 619-294-4477 x134	1.5%
Glenn A Rick Engineering and Development Company 5620 Friars Rd San Diego, CA 92110	5620 Friars Rd San Diego, CA 92110	54	114	B1974001388	Edgar Camerino Associate Rick Engineering Company 5620 Friars Rd San Diego, CA 92110 619-291-0707	12%

<p>Tierra Environmental Services 9915 Businesspark Ave Suite C San Diego, California 92131</p>	<p>T.Y. Lin International 5030 Camino de la Siesta Suite 204 San Diego, CA 92108</p>	<p>Urban Systems Associates 4540 Kearny Villa Rd Site 106 San Diego, CA 92123</p>	<p>Allied Geotechnical Engineers, Inc. 9500 Cuyamaca Street, Suite 102 Santee, CA 92071</p>	<p>16</p>	<p>6</p>	<p>B1993007833</p>	<p>Patrick McGinnis Senior Archaeologist Tierra Environmental Services 9915 Businesspark Ave Suite C San Diego, California 92131 858-578-9064</p>	<p>Jim Rucker Supervising Bridge Engineer T.Y. Lin International 5030 Camino de la Siesta Suite 204 San Diego, CA 92108 619-692-1920</p>	<p>Andy Schlaefli Project Manager Urban Systems Associates 4540 Kearny Villa Rd Site 106 San Diego, CA 92123 858-560-4911</p>	<p>Mr. Tiong J. Liem President 9500 Cuyamaca Street, Suite 102 Santee, CA 92071 619-449-5900</p>	<p>2.5%</p>	<p>2.5%</p>
<p>16</p>	<p>37</p>	<p>30</p>	<p>29</p>	<p>6</p>	<p>9</p>	<p>NA</p>	<p>1.8 - 2.25%</p>					

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

CP-CBM-2403(F) (New. 10/99)

CONTACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT

Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit. Attach DBE certification/Decertification letter in accordance with the Special Provisions

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/DECERTIFICATION DATE Letter attached
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE
-------------------------------------	-------	-----------------------	------

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE
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Distribution Original copy -DLAE Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Enginee

RBF CONSULTING'S
SUPPLEMENT TO
WORK FORCE REPORT

RBF Consulting's Work Force Report

Since submitting the June 23, 2006 San Diego County Work Force Report, RBF had increased from 97 employees to a high in March of 2009 of approximately 142, primarily due to the acquisition of another engineering company, Hirsch & Company.¹ That acquisition, which occurred on June 28, 2006, increased RBF staff by approximately 42 people.² Since that time our population has remained relatively flat with minimal turnover and there has been little need to recruit through normal methods and hire individually. Where there has been opportunity to recruit, RBF has applied affirmative action in sourcing and hiring and continues to hire, retain, train and promote qualified women and minorities. We remain committed to the principals and achievement of equal opportunity employment and to investing in the activities, organizations and outreach described more fully below to achieve our Affirmative Action goals and objectives.

RBF's Commitment to Equal Opportunity

RBF is committed to the recruitment, retention and promotion of qualified women and minorities. We believe that a diversely populated, managed and led company is a rich company – rich in knowledge, ideas, perceptions, points of view, creativity, understanding, respect and compassion. It translates to open communication and collaboration, constant innovation and quality assurance, client satisfaction and profitability.

RBF extends itself in all of the usual ways to hire, retain and promote women and minorities; in recruitment, through vast, easily accessible employment advertising and ensuring that the employment agencies that we work with – and the hiring managers at RBF – understand our commitment to affirmative action in recruiting, hiring and promoting women and minority candidates. However, RBF's youth and community outreach; approach to recruiting graduates; internal candidate referral program; immigration assistance program; RBF's training, education and professional development programs; RBF's involvement in discipline and diversity special interest groups; and our internal volunteer group, RBF Good Works, have made, and continue to make, a significant difference in the makeup of the firm, as described below.

¹ RBF Consulting also acquired a smaller, local, woman-owned traffic engineering and transportation planning firm called O'Rourke Engineering.

² In March of 2009, RBF had approximately 142 employees, as reflected in RBF's March 11, 2009 Work Force Report. However, RBF had a reduction in staff in mid-March of 2009, which brought the total number of staff down to 133 (as reflected in the May 15, 2009 report). Since that date, there have been a few voluntary resignations, two market leader hires, an internal transfer from another RBF office and, unfortunately, additional reductions in staff throughout 2010, which brought the total staff number to 109 people, as reflected in the October 19, 2010 report. Also, a number of staff members who were in the "A&E" category have been re-classified as "Professionals", due to receipt of professional registrations.

RBF's Outreach to Local Schools

We start our “recruiting” process early. Civil engineering and planning are not well understood by middle school or even high school students – mostly it’s not even on their radar screen. When they pass through their daily world, they have no idea that planners and civil engineers planned, designed and built the roads they travel, the housing development they live in, the water supply to their house, the labyrinth of water/wastewater systems underneath their houses and streets, dams, storm water systems and bridges. They’re all just there. You can’t get excited about what you don’t know about. RBF professionals (of all ages, minorities and women) get involved in educational programs in local middle schools, high schools, even grade schools, which mirror the diversity of the communities around us. They go into classes to teach students about our professions, host RBF office tours, and guide student field trips.

RBF is currently working with San Diego Unified School District – IDEA (Invention and Design Educational Academy) on a variety of outreach programs. We host day-long Job Shadow Days for IDEA students, as do our employees serve as guest speakers and presenters at IDEA. We participated in IDEA’s Hire-A-Youth Internship Program this summer, where a high school student interned in our engineering, construction management, planning and GIS departments. Our engineers also serve on various high-school advisory committees, including the ACE Mentor Program in San Diego. Brian Oliver, one of our firm’s Vice-Presidents, is currently serving on Patrick Henry High School’s Engineering Academy Advisory Board.

RBF also routinely hosts high-school interns in semester-long internship programs from such schools as High Tech High, High Tech High International and Construction Tech Academy at Kearney High in San Diego.

RBF's College and University Campus Outreach Program

Our college and university Campus Outreach program has been very successful in attracting women and minorities to the firm. RBF hired over 230 graduates and interns company-wide over the last four years. 34% of the 178 graduates hired in the last three years were minorities and 39% were women (some of these also minority). We visit about 20 campuses each year, many of which are accredited colleges of engineering that are recognized as having diverse student bodies, such as San Diego State University, Cal Poly Pomona, Cal State Fullerton, Cal State Long Beach and UC-Irvine, as well as the local community colleges, such as Cuyamaca Community College and Mira Costa Community College. Our representatives always include women and minority employees who came to RBF through the Campus Outreach program. They return to their college campuses to

tell stories of the career growth and opportunities that they have experienced at RBF, the kinds of projects that they are involved in and the responsibility they have been given, and attract soon-to-be graduates to our firm.

Not only does RBF recruit heavily from these schools, RBF's employees serve on their advisory boards, alumni association boards, adjunct staff and as mentors for senior design projects. Locally, John Harris of the San Diego office serves on the advisory board for San Diego State University's (SDSU) College of Civil and Environmental Engineering. He, along with others in the office, serves as mentors for SDSU's senior design projects. RBF also employs numerous college interns from schools such as these during the school and summer months.

RBF Employee Referral Program and Immigration Assistance

We also have a modest employee referral program: \$500 to thank our people for referring friends and colleagues to the firm. Through referrals and employee involvement in bringing new people to RBF, we understand that the more female and multi-ethnic your company becomes, the more it continues to grow that way. RBF also began providing immigration assistance several years ago and we always have about a dozen people in some stage of the immigration process.

RBF's Training, Education and Promotion Opportunities

RBF provides pro-active equal employment opportunity for all employees in training, education and promotion opportunities. RBF focuses on mentoring, training and education, and reviews the performance and career growth and goals of every employee every six months. There is a tremendous emphasis on employee development and leadership development – our philosophy being that the more we invest in our people, the stronger, and more successful the company will be. One of our well-understood Core Principles is that “We are each other's greatest resource.” There is a huge emphasis on helping one another to be successful – it is recognized in our performance evaluation process and in our Excellence in Teamwork and Mentorship Awards Programs.

RBF is built around one profit center so there is no internal competition. This may not sound like a retention element, but it allows a free and open exchange of ideas and collaboration, and fosters creativity and initiative. If there are no walls in the basic organizational structure of the company, there are fewer walls among individuals and everyone has relatively the same opportunity to access our experts, be heard, be recognized and grow their careers. It also underscores the firm's strong commitment to one of our Core Principles that “We are each other's greatest resource.”

RBF is committed to working in partnership with each employee to achieve excellence in their individual roles, develop organizational understanding and involvement, and provide opportunities for career and professional growth and satisfaction. RBF's Professional Development and Performance Evaluation Program provides all staff with meaningful performance feedback and promotes individual professional development coaching. The programs helps employees chart their future direction and plan the education, training, experience and exposure they will need along the way to achieve their goals. Employees provide their managers with draft professional development plans and written input prior to their reviews twice each year so that semi-annual face-to-face review discussions are meaningful dialogues. In this way, our employees are able to develop plans for their futures in common understanding and with the full support, approval and partnership of their supervisors.

RBF's formal Professional Development planning program enables all employees, in collaboration with their supervisors to establish, review and adjust their career goals and action items and timetables to achieve them. Obtaining educational degrees, technical training and training certifications, coupled with performance achievement, is recognized in pay progression, incentive plan rewards and increased career opportunity within the organization. Managers from each office and leaders of each discipline gather twice annually, in one room, to review every single employee within the company individually, and discuss salary and promotion recommendations. This is done to ensure fair treatment and respect from a career standpoint, from a personal standpoint and from a company-wide perspective.

RBF's continuing education programs offer employees the opportunity to further their technical education, complete or earn additional college degrees, complete higher degree programs, attend in-house education, take custom-designed seminars and undertake leadership development programs. Below is just a sampling of the training and educational opportunities provided by RBF to our employees:

- **Continuing Education Assistance Program:** RBF encourages continuing education through an extensive and generous education assistance program that applies to all employees within the firm. Employees wishing to further their education to achieve additional or higher degrees, certificates or technical knowledge are supported by RBF financially and from a career standpoint. The courses and programs selected by the employee and authorized by his or her supervisor as being directly related to the employee's career at RBF are paid for (including college tuition) by the company as a part of a scholarship program with a course completion of a "B" or better.

- **The University of RBF:** The University of RBF is the umbrella organization that offers over 100 courses for employees. The University of RBF course catalog is available on our internal website, the RBF Intranet, which is available to all employees. All employees can browse the course catalog on the Intranet, as can they complete a Training Interest Form on the Intranet, requesting training and courses offered both in and outside of the course catalogue. Employee's supervisors and our Professional Development representatives are automatically advised of employees' training requests via email upon the employee's completion of this form.
- **RBF Academy:** This in-house multi-disciplinary training program is held annually to offer RBF employees education regarding the full spectrum of multi-disciplinary services offered by the firm. The Academy consists of 6-8 modules and is held in all RBF offices either live or by videotape. This program allows all employees to gain a full understanding of the firm's breadth of capabilities, technology and geographical scope, which, in turn, allows them to plan their careers in the focus areas best suited to their interests.
- **RBF Center for Excellence:** The Center for Excellence was installed as a training center at RBF for technology training within the firm. The Center for Excellence is a full classroom setup with computers that allow groups of 12-20 participants to take part in training activities. Experts are brought in to teach sessions, and RBF technical experts are called upon to lead classes in the Center for Excellence. Some of these classes include: General Software Training; CAD Orientation; CAD Training; Autodesk Land Desktop Fundamentals; Autodesk Raster Design; Microstation Courses; Civil 3D Courses; and InRoads Basic Design.
- **Computer Skills Training Program:** Online and live training programs are available to all RBF team members to enhance their computer skills. Some of these training programs include: Access; Excel; Internet Explorer; PC Skills; PowerPoint; Windows, Word; and RBF Academy.
- **In-House Programs/Technical Training:** In-house programs done on a department-by-department basis are undertaken individually based on specific discipline needs. Additional in-house seminars and team building events are provided, including monthly seminars in Land Development, Water Resources, Transportation Planning and other RBF Departments. These seminars include Construction Staking, Entitlement and Signal Design, among others.

- **RBF Institute:** RBF Institute is designed to improve the broad knowledge of employees through a variety of employee-taught training and development classes. Classes are open to all employees and range from administrative to technical development. Recent RBF Institutes have included classes on Water Desalinization; Marketing and Business Development techniques and Green Design.
- **P.E. Review Course:** To formally encourage professional registration of engineers, RBF sponsors an in-house Professional Engineering Review Course (PE Review Course). This course is offered at no cost to RBF employees. The 13-week, Saturday course is taught by RBF experts and invited instructors. A large number of RBF professionals and experts from outside the company (i.e., public agencies and colleague firms) complete this program each year. In providing this resource, RBF participates in the professional development of RBF employees while reaching beyond the firm to other professionals in the field. In addition, RBF pays for professional registration review course and offers many incentives for achieving professional registration. A Professional Milestone bonus of \$1000-1500 is offered when any employee achieves his or her PE, AICP, PLS or other significant professional registration. These team members are also recognized via press releases in local and regional publications and employee publications.
- **Leadership Development Programs:** RBF has developed an extensive and highly sought-after series of Leadership Development Programs. The first program is a six-day course that provides new and upcoming project managers with the information, tools and skills they need to successfully bring a project to completion, including contract negotiation, communication, controlling scope creep and improving writing skills. The second program is a two-day course that focuses on developing project managers into better leaders and mentors. It focuses on mentoring and coaching, risk management, developing client relationships and further negotiation and communication training.
- **Supervisor Training Courses:** Supervisors also receive additional training in preparing, writing and conducting performance evaluations, coaching professional development planning, creating a respectful environment and harassment prevention and interviewing. Our Human Resources managers specifically train our hiring and managing supervisors on RBF's commitment to affirmative action in recruiting, retaining and promoting women and minority candidates and employees.

- **Toastmasters International:** RBF began its own Toastmasters International group to accommodate the growing needs of employees to improve their communication skills and presentation abilities. All new members of the RBF team are invited to join the group within their first year, if they wish to improve in these areas. RBF offices hold meetings weekly or bi-weekly.
- **Graduate Orientation Program:** Every year RBF brings together all new graduates from all of our offices that have joined the firm in the prior 12 months for the Annual Grad Orientation and Event. During this two-day program, our experts expose these new graduate professionals to all of the planning, engineering, survey and construction management services that RBF offers. The orientation typically involves about 100 individuals and a myriad of team building exercises and field trips. The grads make a presentation to a mock planning commission and of our clients, all culminating in a seaside dinner with the Executive team. These new professionals come away with a basic understanding of what is involved in developing an RBF project from concept to construction and how one project can literally involve every discipline in the company. More importantly, they emerge from this orientation experience with a better understanding of the depth of resources around them, more closely connected to one another and with newly forged relationships that will serve them throughout their RBF careers. In 2008, 11 universities were represented. Twenty-two graduates company-wide took part in the program.

RBF has been recognized nationally and locally for its exceptional training, education and professional development programs. In 2005, RBF was selected by CE News Magazine as “The #1 Best Firm to Work For” in the nation and again in 2006, RBF was ranked #2. RBF has recently been recognized as one of the Best Places to Work in San Diego by the San Diego Business Journal for four consecutive years (2007 – 2010), as were we honored in both 2007 and 2008 with a Peak Performance Award given by National University's Center for Organizational Excellence, in conjunction with The San Diego Daily Transcript. These awards underscore RBF's pro-active equal opportunity commitment to working in partnership with each employee to achieve excellence in their individual roles, develop organizational understanding and involvement, and provide opportunities for career and professional growth and satisfaction.

RBF Involvement in Discipline and Diversity Special Interest Groups

RBF encourages all team members to join and actively participate in technical and professional societies – many of which are diversity special interest groups. RBF

pays for membership to one professional organization for any employee, and multiple organizations as needed. During RBF's formal Professional Development planning program, employees are encouraged to not only participate, but to take on leadership roles with professional organizations to enhance their own professional development and leadership skills. The best encouragement is to lead by example. The senior executives at RBF are all actively involved in technical and professional societies. Professional society participation and leadership receives internal publicity in the company newsletter and on the RBF Intranet, as well as in community and industry publications.

RBF's mentoring program also encourages professional organization activity by informing newer employees about the professional organizations in which they can participate. Managers within RBF are responsible for inviting newer employees to attend technical and professional society events, giving them the opportunity to become involved very early in their careers.

Valuable information regarding professional organization involvement is contained and continually updated in an online database. On the RBF Intranet, employees can find information and links to professional organizations as well as view, which team members belong to their organization and are involved in the leadership. A Professional Organization Calendar is also posted on the Intranet. All employees have access to the calendar, which includes event information, and, in many cases, a link for additional information and reservations. Professional society and technical links are also provided to all who visit the RBF website as an industry outreach. Top professional societies are listed with links, as well as a myriad of technical links.

Locally, RBF employees are involved in a variety of discipline and diversity special interest groups, such as SWE (Society of Women Engineers) and Women's Transportation Seminar (WTS), as well as American Society of Civil Engineers (ASCE) and SAME (Society of Military Engineers), as such organizations provide RBF with an avenue to attract qualified diverse candidates. For example, Lorraine Ahlquist of our Environmental Planning department is the Communication Chair of the San Diego chapter of WTS; Dawn Wilson of our Transportation department is the Secretary of the Institute of Transportation Engineers (ITE) and member of the San Diego chapter of WTS; and Monica Kling of our Environmental Planning/Transportation department serves as Vice-President of Programs for the San Diego chapter of the Association of Environmental Planners (AEP).

RBF pays for employees' memberships dues in these groups and time for their participation in the organization meetings and activities, as does RBF contribute to and award scholarships sponsored by organizations like these.

RBF Good Works

One important way that RBF creates and encourages an environment that is sensitive to all aspects of diversity is through the RBF Good Works. RBF Good Works is a program that was started by two employees several years ago. The program assists all RBF staff in sharing information about opportunities for community service and organizing hands-on service activities. Many RBF employees give their time, knowledge and experience to dozens of community service programs throughout the year. These programs range from beach and neighborhood clean-ups and re-vegetation/restoration projects, to youth mentoring, teaching ESL, volunteering at hospitals and working in homeless shelters, to name a few. It is not the intent or purpose of this program to recommend or promote any particular community service(s) but rather, to share information about community service organizations and efforts that RBF staff are involved in, and to link those in the RBF family who may have similar interests.

Below is just a sampling of the local volunteer outreach activities that the San Diego Good Works group has organized in the past few years:

- **St. Vincent de Paul /Fr. Joe's Village:** Good Works members, their family members and friends ("Good Workers") regularly donate their time serving meals to those at this shelter. Good Works also organizes Blanket, Coat and Sleeping Bag drives in conjunction with serving meals at this shelter.
- **Jenna Druck Foundation Young Women's "Spirit of Leadership" Conference:** Good Workers participate in this annual conference, which is designed to create "mentor" relationships between professional women in a variety of fields with a diverse group of over 500 young women of high school age who exhibit leadership potential.
- **Ronald McDonald House Charities of San Diego:** Good Workers donate their culinary efforts and time serving meals (while also providing musical entertainment) to those families staying here when their young family members are at the hospital.
- **Mira Mesa Library "Homework Helpers":** Good Workers volunteer their time at local libraries after work during the work week to help tutor children in reading and math.
- **Facelift Project:** Good Workers help senior citizens, disabled persons and low-income families in City Heights that need assistance paint the exterior of their homes, provide minor landscaping and remove trash and debris from the area.

- **Angel's Depot:** Good Works organizes regular food drives for this organization, which feeds balanced box meals to seniors in need.
- **San Diego Food Bank & Feeding America Food Bank:** RBF Good Workers regularly volunteer at these food banks, where we have packed boxes of food for needy seniors, stacked palates of food to be delivered to local churches and shelters and sorted donated canned goods.
- **Thanksgiving Food Drive:** Good Works organized a Thanksgiving meal drive for local families in need of some extra help in order to ensure that their family members received a good meal at Thanksgiving. RBFers donated turkeys and all the traditional Thanksgiving fixings to each family, as well as gift cards to local grocery stores.
- **Toys for Tots:** During this annual event held in December, we collect new toys for needy children.
- **La Casa Esperanza:** Good Workers regularly donate time at this Tijuana orphanage. Good Works has also organized a "Back to School" and "Heart & Soles" drive to collect new school supplies and new shoes for the resident children.
- **Tecolote Canyon Natural Park Restoration:** Good Works organized a canyon clean up and restoration project at this local national park.
- **I Love A Clean San Diego:** Good Works organizes regular Beach, Bay and Creek clean-ups.
- **"The Bookman" Used Book Drive:** RBF Good Works held a book donation drive where all books will be donated to "The Bookman," a global charitable organization based in San Diego, CA. Operated with all volunteer labor, the organization gives away almost one million new and used books per year, primarily to the underprivileged, teachers and other charitable groups.
- **Vocational Visions:** Good Works organized and participated in Valentine's Day and St. Patrick's Day parties for the members of this center, which helps developmentally disabled adults find jobs.
- **Best Buddies Organization:** Good Workers volunteer their time with the Best Buddies Citizens program, which pairs people with intellectual disabilities in one-to-one friendships with other individuals in the corporate and civic communities.

- **Operation Home for the Holidays:** Good Works organized a drive to send Holiday Care Packages to the Sailors of Airwing 3 stationed onboard the USS HARRY TRUMAN over the holidays.
- The San Diego office contributes approximately 25-30 pints of blood during their quarterly blood drives with the **San Diego Blood Bank**.
- **Cell Phone Drive for Soldiers:** Good Works held a cell-phone “Spring Cleaning” drive where we collected old cell-phones for donation to U.S. Soldiers.

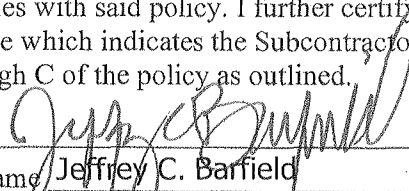
CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: El Camino Real Bridge/Road Widening -
Environmental Documentation

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:

RBF Consulting
Name under which business is conducted

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 Subcontractors agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed 
Printed Name Jeffrey C. Barfield
Title Vice President
Date 12/20/2010

INSTRUCTION SHEET FOR
DISCLOSURE DETERMINATION FOR CONSULTANT
(Form CC-1671)

Use the "Disclosure Determination for Consultant" form (CC-1671) to report the disclosure requirement for any consultant hired to provide services to the City of San Diego or the boards, commissions and agencies that fall under the City of San Diego's jurisdiction.

2 California Code of Regulations defines a "consultant" as an individual who, pursuant to a contract with a state or local government agency, either makes a governmental decision or serves in a staff capacity with the state or local government agency and in that capacity participates in making a governmental decision. For the complete definition of "consultant", refer to Government Code section 18701(a)(2). This section can be located at:

http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm

The "Disclosure Determination for Consultant" form is completed for all consultants under contract with the City of San Diego or the boards, commissions and agencies that fall under the City of San Diego's jurisdiction. Please follow the step-by-step directions:

1. List the department, board, commission or agency requesting the consultant service.
2. List the consulting company. If known, also list the individual(s) who will be providing the consultant services.
3. List the mailing address.
4. List the e-mail address of individual(s) providing the consultant service.
5. Provide the date the individual(s) will start providing the consultant service.
6. List all duties/responsibilities the consultant will have. This list will enable you to determine the disclosure requirement for the consultant.
7. Determine the consultant's disclosure category. Your consultant should be required to disclose only those economic interests which could potentially create a conflict of interest as he/she performs his/her contractual obligations. For ideas about possible disclosure categories, review those in your department's, board's, commission's or agency's conflict of interest code, available at:

www.sandiego.gov/city-clerk/elections/eid/codes.shtml

Please fill out the entire "Disclosure Determination for Consultant" form, and have it signed by the appropriate authority. (Individuals with signing authority are described in your conflict of interest code as part of the disclosure requirement for Consultants.) Forward the original form to the City Clerk's Office, MS 2A.

DISCLOSURE DETERMINATION FOR CONSULTANT

**Must be signed by department director, agency president or other individual authorized by the appropriate conflict of interest code regarding consultants.*

1. Department / Board / Commission / Agency
Name:

2. Name of Specific Consultant & Company:

RBF Consulting

3. Address, City, State, ZIP

9755 Clairemont Mesa Blvd, Suite 100
San Diego, CA 92124

4. E-mail Address:

5. Date of Assuming Office:

6. Project Title (as shown on 1472, "Request for Council Action")

El Camino Real Bridge/Road Widening -
Environmental Documentation

7. Consultant Duties for Project:

8. Disclosure Determination [select applicable disclosure requirement]:



Consultant will not be "making a governmental decision" or "serving in a staff capacity."
No disclosure required.

- or -



Consultant will be "making a governmental decision" or "serving in a staff capacity."
Consultant is required to file a Statement of Economic Interests with the City Clerk of the City of San Diego in a timely manner as required by law. [Select consultant's disclosure category.]



Full: Disclosure is required pursuant to the broadest disclosure category in the appropriate Conflict of Interest Code.

- or -



Limited: Disclosure is required to a limited extent. [List the specific economic interests the consultant is required to disclose.]

By:

[Name/Title]*

[Date]

Once completed, with all questions answered and an authorized signature affixed, please forward the original form to the City Clerk's Office, MS 2A. Keep a copy with the contract.

CC-1671 (12/07)

DEFINITION OF "CONSULTANT"

2 California Code of Regulations defines a "consultant" as an individual who, pursuant to a contract with a state or local government agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
6. Grant City approval to a plan, design, report, study, or similar item;
7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or

(B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

An individual "serves in a staff capacity" if he or she performs substantially all the same tasks that normally would be performed by staff member of a governmental entity. In most cases, individuals who work on only one project or a limited range of projects for an agency are not considered to be working in a "staff capacity." The length of the individual's service to the agency is relevant. Also, the tasks over the relevant period of time must be substantially the same as a position that is or should be specified in the City's conflict of interest code.

An individual "participates in making a governmental decision" if he or she: (1) negotiates, without substantive review, with a governmental entity or private person regarding the decision; or (2) advises or makes recommendations to the decision-maker, by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the individual and the individual is attempting to influence the decision.

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

SUBJECT: SUSTAINABLE BUILDING POLICY
POLICY NO.: 900-14
EFFECTIVE DATE: May 20, 2003

BACKGROUND:

Existing buildings and the building development industry consume nearly half of the total energy used in the United States. The City of San Diego's commitment to become increasingly efficient with resources, including energy, water, and materials associated with construction projects, is demonstrated in Council Policy 900-14 "Green Building Policy" adopted in 1997, Council Policy 900-16 "Community Energy Partnership," adopted in 2000, and the updated Council Policy 900-14 "Sustainable Buildings Expedite Program" adopted in 2001.

On April 16, 2002, the Mayor and City Council adopted CMR 02-060 which requires City projects to achieve the U.S. Green Building Council's LEED silver standard for all new buildings and major renovations over 5,000 square feet. This places San Diego among the most progressive cities in the nation in terms of sustainable building policies.

As a participant in the International Council for Local Environmental Initiatives (ICLEI) Cities for Climate Protection Program, as a Charter member in the California Climate Action Registry and as an active member of the U.S. Green Building Council, the City of San Diego is committed to reducing greenhouse gas emissions by implementing more sustainable practices, including green building technologies.

PURPOSE:

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

POLICY:

The following principles will be required for all newly constructed facilities and major building renovation projects for City facilities:

LEED (Leadership in Energy and Environmental Design):

The LEED (Leadership in Energy and Environmental Design) Green Building Rating System is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings. Members of the U.S. Green Building Council representing all segments of the building industry developed LEED and continue to contribute to its evolution.

The City of San Diego is committed to achieving LEED "Silver" Level Certification for all new City facilities and major building renovation projects over 5,000 square feet.

SUSTAINABLE BUILDING MEASURES:

In addition to achieving LEED “Silver” Level Certification, Council Policy 900-14 encourages the following sustainable building measures for all newly constructed facilities and major renovation projects regardless of square footage:

1. Design and construct mechanical and electrical systems to achieve the maximum energy efficiency achievable with current technology. Consultants shall use computer modeling programs, (Energy Pro) to analyze the effects of various design options and select the set of options producing the most efficient integrated design. Energy efficiency measures shall be selected to achieve energy efficiencies at least 22.51% better than California’s Title 24.2001 standards for both new construction and major renovation projects.
2. Incorporate self-generation using renewable technologies to reduce environmental impacts associated with fossil fuel energy use. Newly constructed City facilities shall generate a minimum of 10%, with a goal of 20% from renewable technologies (e.g., photovoltaic, wind and fuel cells).
3. Eliminate the use of CFC based refrigerants in newly constructed facilities and major building renovations and retrofits for all heating, ventilation, air conditioning and refrigerant-based building systems.
4. Incorporate additional commissioning and measurement and verification procedures as outlined by LEED 2.0 Rating System, Energy and Atmospheres, credit 3 and credit 5 for all projects over 20,000 sq. ft.
5. Reduce the quantity of indoor air contaminants that are odorous or potentially irritating to provide installer(s) and occupant(s) health and comfort. Low-emitting materials will include adhesives, paints, coatings carpet systems, composite wood and agri-fiber products.
6. In order to maximize energy efficiency measures within these requirements, projects will combine energy efficiency measures requiring longer payback periods, with measures requiring shorter payback periods to determine the overall project period.

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

7. Comply with the storm water development requirements in the Storm Water Management and Discharge Control Ordinance (Municipal Code § 43.03), and the City's grading and drainage regulations and implementing documents (MC § 142.01 and 142.02, respectively).

In addition to achieving the minimum sustainable building measure this Council Policy encourages the following measures be incorporated into newly constructed facilities and major renovation projects whenever possible:

1. Use high efficiency irrigation technology, drought tolerant native plants and recycled site water to reduce potable water for irrigation by 50%. Additionally, building water consumption should be reduced by 30%.
2. Limit disruption of natural water flows and minimize storm water runoff by minimizing building footprints and other impervious areas, increasing on-site infiltration, preserving and/or restoring natural drainage systems, and reducing contaminants introduced into San Diego's bays, beaches and the ocean.
3. Facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills. Provide an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling. Recycling should include paper, glass, plastic and metals at a minimum.
4. Incorporate building products that have recycled content reducing the impacts resulting from the extraction of new materials. Newly constructed City facilities shall have a minimum of 25% of building materials that contain in aggregate, a minimum weighted average of 20% post consumer recycled content materials.
5. Reduce the use and depletion of finite raw and long-cycle renewable materials by replacing them with rapidly renewable materials. Newly constructed City facilities should consider incorporating rapidly renewable building materials for 5% of the total building materials.
6. Establish minimum indoor air quality (IAQ) performance to prevent the development of indoor air quality problems in buildings, maintaining the health and well being of the occupants. Newly constructed City facilities will comply with IAQ by conforming to ASHRAE 62-1999.
7. City buildings will be designed to take the maximum advantage of passive and natural sources of heat, cooling, ventilation and light.

The Environmental Services Department, Energy Conservation and Management Division has been designated by this Council Policy as the clearing authority for issues relating to energy for the City of San Diego. The Energy Conservation and Management Division will enter into a Memorandum of Understanding with those City Departments who design, renovate and build new city owned facilities to insure all new City facilities reflect the intent of Council Policy 900-14.

PRIVATE-SECTOR/INCENTIVES:

It shall be the policy of the City Council to expedite the ministerial process for projects which meet the following criteria:

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

1. Residential projects that provide 50% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
2. Commercial and industrial projects that provide 30% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
3. Residential and commercial and industrial projects that exceed the State of California Title 24 energy requirements by:
 - a. 15% better than California's Title 24.2001 for Residential Buildings.
 - b. 10% better than California's Title 24.2001 for Commercial and Industrial Buildings.

It shall be the policy of the City Council to expedite the discretionary process for projects which meet the following criteria:

1. Incorporate the U.S. Green Building Council, Leadership in Energy and Environmental Design (LEED) 2.0 Rating System "Silver" Level Certification for commercial development projects.
2. Incorporate self-generation through renewable technologies (e.g., photovoltaic, wind and fuel cells) to reduce environmental impacts associated with fossil fuel energy use for commercial and industrial projects generating a minimum of 30% or more of the designed energy consumption from renewable technologies such as photovoltaic, wind and fuel cells.
3. Residential discretionary projects of 4 units or more within urbanized communities as defined in the Progress Guide and General Plan that provide 50% of their projected total energy use utilizing renewable energy resources.

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.

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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:

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.

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
Amended by Resolution R-298000 05/20/2003

**City of San Diego
Consultant Performance Evaluation**

EXHIBIT H

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 _____				

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 _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

(*Supporting documentation attached yes _____ no _____)



The City of San Diego Purchasing and Contracting Department Contractor / Vendor Registration

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID:

[ID number will be provided by City]

Firm Info:

Firm Name:	<input style="width: 95%; height: 25px;" type="text" value="RBF Consulting"/>		
Doing Business As:	<input style="width: 95%; height: 25px;" type="text"/>		
Firm Address:	<input style="width: 95%; height: 25px;" type="text" value="9755 Clairemont Mesa Blvd."/>		
City:	<input style="width: 30%; height: 25px;" type="text" value="San Diego"/>	State: <input style="width: 5%; height: 25px;" type="text" value="CA"/>	Zip: <input style="width: 15%; height: 25px;" type="text" value="92124"/>
Phone:	<input style="width: 20%; height: 25px;" type="text" value="858-614-5000"/>	Fax: <input style="width: 20%; height: 25px;" type="text" value="858-614-5001"/>	
Taxpayer ID:	<input style="width: 20%; height: 25px;" type="text" value="952247293"/>	Business License:	<input style="width: 20%; height: 25px;" type="text" value="B1992004568"/>
Website:	<input style="width: 95%; height: 25px;" type="text" value="www.rbf.com"/>		

Contact Info:

Contact Name:	<input style="width: 95%; height: 25px;" type="text" value="Diane Elias"/>		
Title:	<input style="width: 95%; height: 25px;" type="text" value="Business Development Associate"/>		
Email:	<input style="width: 95%; height: 25px;" type="text" value="delias@rbf.com"/>		
Phone:	<input style="width: 20%; height: 25px;" type="text" value="858-614-5025"/>	Cell:	<input style="width: 20%; height: 25px;" type="text"/>

Alternate Address (if different from above) to Receive Remittance:

Mailing Address:	<input style="width: 95%; height: 25px;" type="text" value="Same as above"/>		
City:	<input style="width: 30%; height: 25px;" type="text"/>	State: <input style="width: 5%; height: 25px;" type="text"/>	Zip: <input style="width: 15%; height: 25px;" type="text"/>

Alternate Address (if different from above) to Receive Bid/Contract Opportunities:

Mailing Address:	<input style="width: 95%; height: 25px;" type="text" value="Same as above"/>		
City:	<input style="width: 30%; height: 25px;" type="text"/>	State: <input style="width: 5%; height: 25px;" type="text"/>	Zip: <input style="width: 15%; height: 25px;" type="text"/>

Contractor Licenses (If applicable)

License Number:	<input style="width: 20%; height: 25px;" type="text"/>	License Type:	<input style="width: 50%; height: 25px;" type="text"/>
License Number:	<input style="width: 20%; height: 25px;" type="text"/>	License Type:	<input style="width: 50%; height: 25px;" type="text"/>
License Number:	<input style="width: 20%; height: 25px;" type="text"/>	License Type:	<input style="width: 50%; height: 25px;" type="text"/>

Contractor/Vendor Registration Form – Page 2

Firm Name: RBF Consulting

Product/Services Description:

Civil Engineering Traffic Engineering Transportation Planning Water / Wastewater Engineering Stormwater Management Hydrology and Hydraulic Studies CCTV Inspection and Condition Assessment Civil Structures (bridges, earthen, flood control) Land Planning Environmental Planning (CEQA / NEPA) Urban Design Landscape Architecture Land Surveying and Mapping Geographic Information Systems Construction Management	Construction Inspection Community Outreach Permitting
---	---

Product/Services Information:

NAICS Codes: * 541330,541310,541370,541320,541380, 541320

*find list of available NAICS Codes at <http://www.census.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm (51% ownership or more)	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female or	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Non-Profit <input type="checkbox"/> Governmental/Municipality/Regulatory Agency <input type="checkbox"/> Utility
---	--	--

Ethnicity:

Ethnicity: * Caucasian American

* select one from the following **List of Ethnicities**

- | |
|---------------------------|
| AFRICAN AMERICAN |
| ASIAN AMERICAN |
| CAUCASIAN AMERICAN |
| HISPANIC AMERICAN |
| NATIVE AMERICAN |
| PACIFIC ISLANDER AMERICAN |

Ownership Classification

Classification:

* select from the following **List of Ownership Classification Codes** (select all that apply):

<input type="checkbox"/>	WBE	(Woman Owned Business Enterprise)
<input checked="" type="checkbox"/>	OBE	(Other Business Enterprise)
<input type="checkbox"/>	DBE	(Disadvantaged Business Enterprise)
<input type="checkbox"/>	DVBE	(Disabled Veteran Business Enterprise)
<input type="checkbox"/>	SLBE	(Small Local Business Enterprise)
<input type="checkbox"/>	8(a)	(Small Business Administration 8(a) Enterprise)
<input type="checkbox"/>	SDB	(Small Disadvantaged Business Enterprise)
<input type="checkbox"/>	LBE	(Local Business Enterprise)
<input type="checkbox"/>	MLBE	(Micro Local Business Enterprise)
<input type="checkbox"/>	SBE	(Small Business Enterprise)
<input type="checkbox"/>	MBE	(Minority Business Enterprise)
<input type="checkbox"/>	DPBT	(Persons With a Disability or Disabilities Business Enterprise)
<input type="checkbox"/>	LGBT	(Lesbian, Gay, Bisexual, Transsexual Business Enterprise)

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Certified by an Agency? No Yes (enter Certification Number and Certifying Agency below)

Certification #:

Agency:

Certification #:

Agency:

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619/ 236-5904

**City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance**

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

El Camino Real Bridge/Road Widening – Environmental Documentation

B. BIDDER/CONTRACTOR INFORMATION:

RBF Consulting		N/A	
Legal Name		DBA	
9755 Clairemont Mesa Blvd.	San Diego	CA	92124
Street Address	City	State	Zip
Lorraine Ahlquist, Project Manager	858-614-5044	858-614-5001	
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?

- Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?

- Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

D. **BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

Corporation Date incorporated: 11/22/1944 State of incorporation: California

List corporation's current officers: President: S. Robert Kallenbaugh and James E. McDonald (CEOs)

Vice Pres: Michael J. Burke and Michael J. Rudinica (Exec. VPs)

Secretary: J. Robert Crawford

Treasurer: Doug J. Frost

Is your firm a publicly traded corporation? Yes No

If **Yes**, name those who own five percent (5%) or more of the corporation's stocks:

Limited Liability Company Date formed: ___/___/___ State of formation: _____

List names of members who own five percent (5%) or more of the company:

Partnership Date formed: ___/___/___ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ___/___/___

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: ___/___/___

List each firm in the joint venture and its percentage of ownership:

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
 Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
 Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
 Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances and provide principal contact information.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
 Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?
 Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?

Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. TYPE OF SUBMISSION: This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated 11/23/2009

Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.

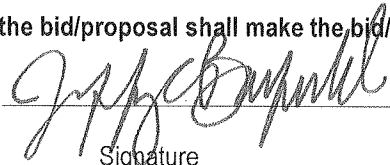
Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22,3224:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

Jeffrey C. Barfield, Vice President

Print Name, Title



Signature

December 20, 2010

Date

**City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS**

Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Jeffrey C. Barfield, Vice President
Print Name, Title


Signature

December 20, 2010
Date

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, "public 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, "construction" 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. "public works" 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.)

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
 202 C Street, MS 9A, San Diego, CA 92101
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

CONTRACT INFORMATION

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To maintain equal benefits a contractor shall:

- Offer equal benefits to employees with spouses and employees with domestic partners in accordance with the EBO.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation; employee assistance programs; credit union; or any other benefit.
 - If a contractor does not offer a benefit to an employee with a spouse, that same benefit is not required to be offered to an employee with a domestic partner.
- Post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Allow City access to records, when requested, to confirm compliance with EBO requirements.
- Submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO by selecting A, B, or C below. The City may request supporting documentation.

- A. I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides identical benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
- B. I am not now in compliance, but request approval of **provisional compliance** with the EBO (*contractor must select one*):
- Until my firm completes administrative steps to implement compliance (3 month maximum).
 - Until effective date of my firm's first open enrollment period (1 year maximum).
 - Until expiration of current collective bargaining agreement(s) with my firm.
- C. I request approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm (*contractor must select all*):
- Made reasonable efforts to comply, but will not be able to comply with EBO requirements before contract completion.
 - Will amend policies to extend benefits for which a cash equivalent is not available to domestic partners.
 - Will notify employees of the availability of a cash equivalent in lieu of equal benefits.

Under penalty of perjury under laws of the State of California, I certify I understand and will comply with requirements of the Equal Benefits Ordinance in the manner affirmed above in accordance with San Diego Municipal Code, Chapter 2, Article 2, Division 43 and the Rules Implementing the Equal Benefits Ordinance.

Kathleen Silhasek / H.R. Manager K. Silhasek 1-18-2011
 Name/Title of Signatory Signature Date

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
---------------	--------------	-----------------------------------	---

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the _____ of the Local Agency of _____, and that the consulting firm of RBF Consulting, 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.

(Date)

(Signature)

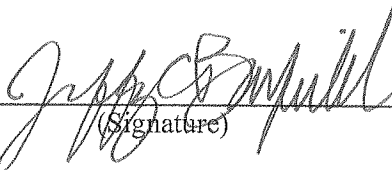
CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Vice President and duly authorized representative of the firm of RBF Consulting, whose address is 9755 Clairemont Mesa Blvd, Suite 100, San Diego, CA 92124, 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.

1/14/2011
(Date)


(Signature)