

Court's Ex. **143**  
Case # 37-2017-00010073-CU-BC-CTL  
Rec'd \_\_\_\_\_  
Dept. **C-73** Clk. \_\_\_\_\_

Mituza Traffic Consulting

| Date     | Check # | Amount   |          |
|----------|---------|----------|----------|
| 08.19.18 | 4499    | 400.00   | Retainer |
| 08.16.18 | 4500    | 500.00   |          |
| 08.22.18 | 4501    | 3,300.00 |          |
|          |         | 4,200.00 |          |



July 31, 2018

Rebecca Berry  
5402 Ruffin Road, Suite 200  
San Diego, CA 92123

Subject: Access Analysis for the 6176 Federal Blvd MMCC Project

Dear Ms. Berry,

Mizuta Traffic Consulting (MTC) is pleased to submit this scope and fee to Rebecca Berry (the "client") for professional services associated with the proposed 2,800 square foot (sf) marijuana outlet located at 6176 Federal Boulevard in San Diego, CA.

The following scope was prepared based on the comments provided by City staff, preliminary site plan, and on our experience completing projects of similar size and scope in the past.

Scope of Services

- 1) **Scoping Agreement:** A scoping agreement will be prepared and submitted electronically to the City for review and approval. Prior to completing the scoping agreement, we will coordinate with the Client to ensure that we have the latest project and site plan and will confirm other assumptions, including the project zoning, year of opening, driveway access, etc. This task assumes that no in-person meeting is required prior to scoping agreement approval.
- 2) **Trip Distribution and Assignment:** Based on a proposed 2,800 sf marijuana outlet, the project will produce 700 new daily trips, including 63 and 112 AM and PM peak-hour trips, respectively at the project driveway. MTC will distribute and assign the project trips at the project driveway on a combination of existing travel patterns and/or on logical routes to regional facilities.
- 3) **Field Reconnaissance:** MTC will verify the lane configurations at the project driveway. In addition, MTC will verify the traffic operations, including any queuing or unusual traffic patterns that could affect the results of the analyses.
- 4) **Existing Traffic Volumes:** MTC will obtain 24-hour bi-directional traffic volumes along Federal Boulevard in front of the project site on a typical mid-weekday.
- 5) **Future Year Traffic Volumes:** MTC will develop Existing Plus Ambient baseline volumes by applying an ambient growth factor to existing counts. MTC will confirm with City staff if additional cumulative projects may need to be included for developing Existing Plus Ambient volumes.

- 6) Traffic Analysis: MTC will perform an intersection level of service (LOS) analysis at the project driveway for the following scenarios:
- Existing Plus Project Conditions
  - Existing Plus Ambient (Opening Year) Baseline Conditions
  - Existing Plus Ambient (Opening Year) Plus Project Conditions

Synchro 8 will be used for the analysis, which uses the methodologies contained in the *2010 Highway Capacity Manual*.

- 7) Technical Memorandum: MTC will prepare a technical memorandum summarizing the results of the access analyses, including all relevant tables, figures, and appendices. MTC will submit an electronic copy of the final technical memorandum to the Client for submittal to the City.
- 8) Project Coordination/Meetings: MTC will update the Client to explain the results of analysis on a regular basis. In addition, this task assumes no in-person meetings. Up to two (2) hours of coordination/meeting time are allocated to this task.

### Schedule

MTC will submit the technical memorandum to the Client within one week from receiving existing traffic volume data.

### Compensation

MTC proposes to perform the services outlined in Tasks 1 to 8 for a lump sum of \$1,800. Attendance at public hearings will be based on a time and materials basis and are not included in the above fee.

Four hundred dollars (\$400) will be required up front as a retainer to cover initial start-up costs. Monthly progress billings will be submitted based on a percentage of work completed and are due upon submittal.

Invoices will be submitted to the client on a monthly basis. Invoices are due within 30 days of the date of the invoice. All invoicing will be submitted electronically via email unless otherwise requested by the Client.

### Additional Services

Any mutually agreed Additional Services beyond the Scope of Services will be performed by MTC upon written notice from the Client.

Additional services will be compensated on the basis of staff hourly rates engaged on the project plus expenses as defined above. The following are examples of Additional Services:

- Attendance at additional meetings beyond those identified in the Scope of Services.
- Providing any other services not expressly included in this Agreement or not customarily furnished in accordance with generally accepted practices in the industry.
- Making revisions in drawings, specifications, or other documents when such revisions are inconsistent with approvals of instructions previously given, or are due to causes not solely within control of MTC.
- A full traffic study addressing the potential impacts of the project to the surrounding road network.



Terms and Conditions

By signing this agreement letter, the client agrees to compensate MTC for the services provided in the Scope of Work for the fee identified in the Fee Proposal.

In recognition of the relative risks and benefits of the project, both the Client and MTC the Client agrees to fullest extent permitted by law, to limit the liability of MTC and his or her subconsultants to the Client, and to all contractors and subcontractors on the project for any and all claims, losses, costs, damages or any nature whatsoever or claims resulting from any cause or causes, so that the total aggregate liability of MTC and his or her subconsultants to all those named shall not exceed \$50,000 or the total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

MTC has the right to complete all services agreed to be rendered pursuant to this proposal. In the event of termination of this contract by either party, the Client shall pay for all service rendered and all reimbursable costs incurred by MTC up to the date of termination. Payment of services shall be received within 15 business days of the contract termination.

This proposal is valid for 30 days.

If you concur with the Terms and Provisions included in this proposal, please sign and return a copy of this agreement letter to our office. Electronic signatures are acceptable. Receipt of this signed proposal shall constitute our formal authorization to proceed.

Closure

Please call me at 858-752-8212 or by email at mizutatrafficconsulting@gmail.com if you have any questions regarding the content of the proposal, fee or terms and conditions provided herein. We look forward to working with you on this and future projects.

Sincerely,

Mizuta Traffic Consulting

Marc Mizuta, PE, TE, PTOE  
Principal

Accepted by:

\_\_\_\_\_  
Signature

REBECCA BERRY  
\_\_\_\_\_  
Print Name

AUG 2, 2018  
\_\_\_\_\_  
Date



LST Investments LLC: Account Activity Transaction Details

Check number: 00000004499

Post date: 08/09/2018

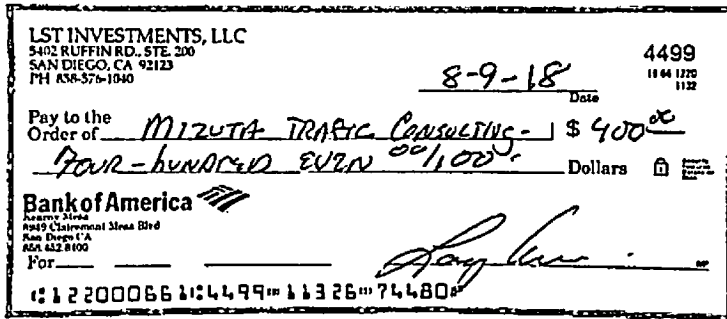
Amount: -400.00

Type: Check

Description: Check

Merchant name: Check

Transaction category: Cash, Checks & Misc: Checks





August 13, 2018

Rebecca Berry  
5402 Ruffin Road, Suite 200  
San Diego, CA 92123

Subject: Amendment #1 – Additional Traffic Analysis for the 6176 Federal Blvd MMCC Project

Dear Ms. Berry,

Mizuta Traffic Consulting (MTC) is pleased to submit this scope and fee to Rebecca Berry (the "client") for professional services associated with the proposed 2,800 square foot (sf) marijuana outlet located at 6176 Federal Boulevard in San Diego, CA. The following scope is based on the comments provided by the City on the scoping memo for the project.

#### Scope of Services

- 1) **Additional Traffic Counts:** MTC will obtain AM and PM peak-hour turning movement counts at the following three intersections and 24-hour bi-directional counts at the following four roadway segments:

##### Intersections

- Winnett Street & Federal Boulevard
- Mallard Street/Oriole Street & Federal Boulevard

##### Roadway Segments

- Federal Boulevard between Winnett Street and Mallard Street/Oriole Street

- 2) **Additional Traffic Analysis:** MTC will perform an intersection level of service (LOS) analysis at the revised study area for the following scenarios:
  - a. Existing Conditions
  - b. Existing Plus Project Conditions
  - c. Near Term (Opening Day Year 2019) Conditions
  - d. Near Term (Opening Day Year 2019) Plus Project Conditions

Synchro 8 will be used for the analysis, which uses the methodologies contained in the *2010 Highway Capacity Manual*.

#### Schedule

MTC will submit the access analysis report to the Client within one week from receiving existing traffic volume data.



### Compensation

MTC will perform the scope of services listed above in Tasks 1 through 2 for a lump sum fee of \$1,500, including expenses. Expenses are defined as the cost of reproduction and mailing, messenger services, and vehicle mileage.

Five hundred dollars (\$500) will be required up front as a retainer to cover traffic volume counts and initial start-up costs. Monthly progress billings will be submitted based on a percentage of work completed and are due upon submittal.

Invoices will be submitted to the client on a monthly basis. Invoices are due within 30 days of the date of the invoice. All invoicing will be submitted electronically via email unless otherwise requested by the Client.

### Additional Services

Any mutually agreed Additional Services beyond the Scope of Services will be performed by MTC upon written notice from the Client.

Additional services will be compensated on the basis of staff hourly rates engaged on the project plus expenses as defined above. The following are examples of Additional Services:

- Attendance at additional meetings beyond those identified in the Scope of Services.
- Providing any other services not expressly included in this Agreement or not customarily furnished in accordance with generally accepted practices in the industry.
- Making revisions in drawings, specifications, or other documents when such revisions are inconsistent with approvals of instructions previously given, or are due to causes not solely within control of MTC.
- New traffic counts in excess of the amount identified in the amendment.

### Terms and Conditions

By signing this agreement letter, the client agrees to compensate MTC for the services provided in the Scope of Work for the fee identified in the Fee Proposal.

In recognition of the relative risks and benefits of the project, both the Client and MTC the Client agrees to fullest extent permitted by law, to limit the liability of MTC and his or her subconsultants to the Client, and to all contractors and subcontractors on the project for any and all claims, losses, costs, damages or any nature whatsoever or claims resulting from any cause or causes, so that the total aggregate liability of MTC and his or her subconsultants to all those named shall not exceed \$50,000 or the total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

MTC has the right to complete all services agreed to be rendered pursuant to this proposal. In the event of termination of this contract by either party, the Client shall pay for all service rendered and all reimbursable costs incurred by MTC up to the date of termination. Payment of services shall be received within 15 business days of the contract termination.

This proposal is valid for 30 days.



If you concur with the Terms and Provisions included in this proposal, please sign and return a copy of this agreement letter to our office. Electronic signatures are acceptable. Receipt of this signed proposal shall constitute our formal authorization to proceed.

Closure

Please call me at 858-752-8212 or by email at mizutatrafficconsulting@gmail.com if you have any questions regarding the content of the proposal, fee or terms and conditions provided herein. We look forward to working with you on this and future projects.

Sincerely,

Mizuta Traffic Consulting

Marc Mizuta, PE, TE, PTOE  
Principal

Accepted by:

  
\_\_\_\_\_  
Signature

REBECCA BERRY  
\_\_\_\_\_  
Print Name

AUG 15 2018  
\_\_\_\_\_  
Date



**LST Investments LLC: Account Activity Transaction Details**

**Check number:** 00000004500

**Post date:** 08/16/2018

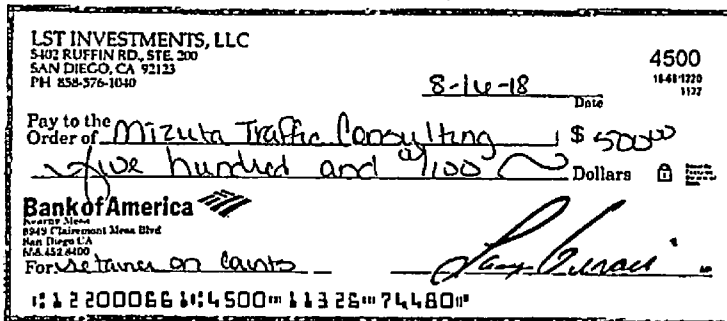
**Amount:** -500.00

**Type:** Check

**Description:** Check

**Merchant name:** Check

**Transaction category:** Cash, Checks & Misc: Checks







### LST Investments LLC: Account Activity Transaction Details

**Check number:** 00000004501

**Post date:** 08/22/2018

**Amount:** -3,300.00

**Type:** Check

**Description:** Check

**Merchant name:** Check

**Transaction category:** Cash, Checks & Misc: Checks

