

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
SCHMIDT DESIGN GROUP, INC.**

**FOR
DESIGN OF NORTH CHOLLAS COMMUNITY
PARK IMPROVEMENTS**

CONTRACT NUMBER: H2326245-M

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Exhibit B - Compensation and Fee Schedule

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AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND SCHMIDT DESIGN GROUP, INC.
FOR DESIGN PROFESSIONAL SERVICES

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Schmidt Design Group, Inc. [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of North Chollas Community Park Improvements [Project].

RECITALS

The City wants to retain the services of a professional landscape architectural firm to provide landscape architectural services [Professional Services].

The Design Professional represents that it has the expertise, experience and personnel necessary to provide the Professional Services for the Project.

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

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

ARTICLE I
DESIGN PROFESSIONAL SERVICES

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

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

1.2 Contract Administrator. The Engineering & Capital Projects is the contract administrator for this Agreement. The Design Professional shall provide the Professional Services under the direction of a designated representative of the Engineering & Capital Projects. The City's designated representative will communicate with the Design Professional on all matters related to the administration of this Agreement and the Design Professional's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. However, when this Agreement refers to an act or approval to be performed by the 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 Design Professional's cost of, or the time required for, the performance of any of the Professional Services, the Design Professional shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Design Professional'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 Professional Services in connection with the Project, the Design Professional shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Design Professional 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 Design Professional from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

1.5 Confidentiality of Services. All Professional Services performed by the Design Professional, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Design Professional, 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 Design Professional, at the time that it was disclosed to the Design Professional by the City, (b) subsequently becomes publicly known through no act or omission of the Design Professional, or (c) otherwise becomes known to the Design Professional 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. The Design Professional shall ensure that any plans and specifications prepared, required, or recommended under this Agreement allow for competitive bidding. The Design Professional shall design such plans or specifications so that procurement of services, labor or materials are not available from only one source, and shall not design plans and specifications around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by the City. The Design Professional shall submit this written justification to the City prior to beginning work on such plans or specifications. Whenever the Design Professional 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 60 months; 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 Design Professional shall immediately notify the City in writing if the Design Professional experiences or anticipates experiencing a delay in performing the Professional 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 Project, 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 Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Design Professional to a reasonable extension of time, but such delay shall not entitle the Design Professional 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 Design Professional's work; inability to obtain materials, equipment, or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Design Professional; provided, however, that: (a) this provision shall not apply to, and the Design Professional shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Design Professional; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Design Professional to an extension of time unless the Design Professional furnishes the City, in a timely manner, documentary proof satisfactory to City of the Design Professional'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 Design Professional's performance of the Professional Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Design Professional 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 Design Professional a sum equivalent to the reasonable value of the Professional Services the Design Professional has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Design Professional. The City may then require the Design Professional to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Design Professional shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

2.6 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Design Professional. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Design Professional. After termination of this Agreement, the Design Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Design Professional's Professional Services under this Agreement. For services satisfactorily rendered in completing the work, the Design Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Design Professional before the effective date of termination. After

filing of documents and completion of performance, the Design Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Design Professional's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Design Professional 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 Design Professional fails to satisfactorily perform any obligation required by this Agreement, the Design Professional's failure constitutes a Default. A Default includes the Design Professional's failure to adhere to the Time Schedule. If the Design Professional 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 Design Professional, and any person claiming any rights by or through the Design Professional 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 Design Professional.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. The total compensation payable by the City to the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, shall not exceed \$2,330,853. The compensation for the Scope of Services shall not exceed \$2,250,853 and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$80,000. Moreover, the total compensation to be paid to the Design Professional by the City for all work performed under each phase of this Agreement shall not exceed the amount for each phase as specified in the Phased Funding Schedule in Section 3.1.1 unless said amount is modified in writing by an amendment to this Agreement.

3.1.1 Phased Funding Schedule. The work to be performed under this Agreement shall be performed during the separate and specific phases identified in the following Phased Funding Schedule, and further defined in the Scope of Services [Exhibit A] for the not to exceed values listed in the Compensation and Fee Schedule [Exhibit B] and in accordance with the Time Schedule [Exhibit C].

PHASED FUNDING SCHEDULE		
<u>Funding Phases</u>	<u>Dates</u>	<u>Not to Exceed Total Amount</u>
1	From date of execution of Agreement through completion of Agreement	\$938,536
2	From initiation of Design Phase 1 task's 7-9 through completion of the Agreement	\$144,631

3	From initiation of Design Phase 2 task's 10.1-12, 16, 17, and 18 through completion of the Agreement	\$1,109,068
4	From initiation of Design Phase 2 task's 13-15 through completion of the Agreement	\$138,618
Total		\$2,330,853

3.1.2 The Parties expressly agree and understand that each Funding Phase is subject to funds being appropriated and authorized by the City Council each fiscal year. The City's obligations and the Design Professional's obligations under this multi-phase contract which shall be funded by multi-phase funding authorizations are as follows:

a. Only Phase 1 funding is available at time of contract award and no other phases are authorized. The City shall so notify the Design Professional in writing when the next Phase has been funded.

b. The City is not obligated to the Design Professional for any amount over that specified in the Funding Schedule that has been authorized by the City Council.

c. The Design Professional is not obligated to incur costs for the performance of work required for any subsequent Funding Phase after the first phase, until written notification is received from the City of the availability of funds for the next Phase. The Design Professional's obligation shall increase only to the extent authorized by the City.

d. If the Agreement is terminated under Section 2.6 "City's Right to Terminate for Convenience", the settlement proposal shall be determined pursuant to procedures established in that section. The Design Professional shall be entitled to compensation for only those Services provided under Funding Phases that have been authorized by the City.

e. The Phase Funding schedule may be amended as required by the City.

3.1.3 The not-to-exceed amounts stated in the Funding Schedule in Paragraph 3.1.1 above include the following two specific elements:

3.1.3.1 Work described in this AGREEMENT and its Exhibits; and

3.1.3.2 Additional Services that may be authorized under Paragraph 3.2 of this AGREEMENT.

Funding Phases	Not to Exceed <u>Amount for Scope of Services</u>	Not to Exceed Amount for <u>Additional Services</u>	Not to Exceed <u>Total Amount</u>
1	\$903,536	\$35,000	\$938,536

2	\$139,631	\$5,000	\$144,631
3	\$1,074,068	\$35,000	\$1,109,068
4	\$133,618	\$5,000	\$138,618
Total	\$2,250,853	\$80,000	\$2,330,853

3.2 Additional Services. The City may require that the Design Professional perform additional Professional Services [Additional Services] beyond those basic services described in the Scope of Services [Exhibit A]. Prior to the Design Professional's performance of Additional Services, the City and the Design Professional 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 Design Professional for the performance of Additional Services in accordance with Section 3.3.

3.3 Manner of Payment. The City shall pay the Design Professional in accordance with the above Phased Funding Schedule and the Compensation and Fee Schedule [Exhibit B]. For the duration of this Agreement, the Design Professional shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Phased Funding Schedule and Compensation and Fee Schedule. The Design Professional shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The Design Professional 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 Design Professional's errors or omissions, and may include Design Professional, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Design Professional shall not be paid for the Professional Services required due to the Design Professional's errors or omissions, and the Design Professional 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 Design Professional. Whether or not there are any monies due, or becoming due, the Design Professional shall reimburse the City for Additional Costs due to the Design Professional's errors or omissions.

3.5 Eighty Percent Notification. The Design Professional 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 [Exhibit A] appears that it may be greater than the maximum compensation for this Agreement.

**ARTICLE IV
DESIGN PROFESSIONAL'S OBLIGATIONS**

4.1 Industry Standards. The Design Professional agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional landscape

architectural 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 Design Professional 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 Design Professional's and any Subcontractor's premises to review and audit the Design Professional'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 Design Professional's premises, of any and all Project-related records with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

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

4.2.2.2 Accounting Records. The Design Professional and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Design Professional and Subcontractors shall make available to the City for review and audit; all Project-related accounting records and documents, and any other financial data. Upon the City's request, the Design Professional 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 Design Professional 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 Design Professional'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 Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; and (b) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4 of this Agreement. However, failure to obtain City approval of the required documents prior to the Professional Services commencing shall not waive Design Professional's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this

Agreement, at any time. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. If Design Professional maintains broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by Design Professional. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

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

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

4.3.1.1 Commercial General Liability. The Design Professional shall keep in full force and effect 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 \$2,000,000 per occurrence and subject to an annual aggregate of \$4,000,000. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

4.3.1.2 Commercial Automobile Liability. For all of the Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto). If the Design Professional does not possess owned automobiles then coverage for hired and non-owned automobiles shall be provided.

4.3.1.3 Workers' Compensation and Employer's Liability. For all of the Design Professional's employees who are subject to this Agreement the Design Professional shall keep in full force and effect, Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4.3.1.4 Architects & Engineers Professional Liability. For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$3,000,000 per claim and \$3,000,000 annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Professional Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Professional Services or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

4.3.1.5 Contractors Pollution Liability Insurance. Design Professional shall procure and maintain at Design Professional's expense or require Design Professional's Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Professional Services being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

Design Professional shall obtain written approval from the City for any insurance provided by Design Professional's Subcontractor instead of Design Professional.

For approval of a substitution of Design Professional's Subcontractor's insurance, the Design Professional shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.

Occurrence based policies shall be procured before the Professional Services commence. Claims Made policies shall be procured before the Professional Services commence, shall be maintained for the duration of this Agreement, and shall include a 12-month extended Claims Discovery Period applicable to this Agreement or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Professional Services without advancing the retroactive date.

For consultant agreements where there is a pollution exposure and Design Professional's manuscript Architects & Engineers Professional Liability policy affords pollution liability coverage, Design Professional may, in lieu of providing separate Contractor's Pollution Liability Insurance, provide to City either; a.) the endorsement affording pollution liability coverage under the Architects & Engineers Professional Liability policy, or, b.) a copy of the Architects & Engineers Professional Liability policy language where this is stated. The Architects & Engineers Professional Liability policy limits must reflect a minimum of \$3,000,000 per claim and \$5,000,000 annual aggregate if the manuscript Architects & Engineers Professional Liability policy

4.3.1.6 Contractors Hazardous Transporters Pollution Liability Insurance. Design Professional shall procure and maintain at Design Professional's expense or require Design Professional's Subcontractor, as described below to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by Design Professional or any Subcontractor in an amount no less than \$1,000,000 limit per occurrence and \$2,000,000 aggregate per policy period of one year.

All costs of defense shall be outside the limits of the policy.

Design Professional shall obtain written approval from the City for any insurance provided by Design Professional's Subcontractor instead of Design Professional.

To obtain City approval of a Subcontractor's insurance coverage in lieu of the Design Professional's insurance, the Design Professional shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City.

Occurrence based policies shall be procured before the Professional Services commence. Claims Made policies shall be procured before the Professional Services

commence, shall be maintained for the duration of this Agreement, and shall include a 12-month extended Claims Discovery Period applicable to this Agreement or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Professional Services under this Agreement without advancing the retroactive date.

4.3.2 Deductibles. Design Professional shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require Design Professional to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

4.3.3 Acceptability of Insurers.

4.3.3.1 Except for the State Compensation Insurance Fund, all insurance required by this Agreement 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 Approved Surplus Lines Insurers (LASLI 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.

4.3.2 Deductibles. Design Professional shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require Design Professional to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

4.3.3 Acceptability of Insurers.

4.3.3.1 Except for the State Compensation Insurance Fund, all insurance required by this Agreement 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 Approved Surplus Lines Insurers (LASLI 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 permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City 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, e.g., your completed operations performed by you or on your behalf, or
- d. premises owned, leased, controlled, or used by you.

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

4.3.4.2 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.

4.3.4.3 Contractors Pollution Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City 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, e.g., 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 shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of the Design Professional's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. For Contractors Pollution Liability Insurance, the policy or policies shall provide that the Design Professional's insurance shall

apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

4.3.4.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City 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, e.g., 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 shall be endorsed to provide that the insurance afforded by the Contractors Hazardous Transporters Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of the Design Professional's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that the Design Professional's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

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

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

4.3.7 Notice of Changes to Insurance. Design Professional shall notify the City 30 days prior to any material change to the policies of insurance provided under this Agreement.

4.3.8 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 Design Professional's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Design Professional shall list on the Subcontractor List [Exhibit D, Attachment CC] all Subcontractors known to the Design Professional at the time this Agreement is entered. If at any time after this Agreement is entered into, the Design Professional identifies a need for addition, deletion, or substitution of Subcontractor Services, the Design Professional must submit a written notice to the City requesting

approval for the change modifying the Subcontractor Services. The Design Professional's written notice shall include a justification, a description of the scope of services, an estimate of all costs/percentage of contract participation for the Subcontractor Services, and an updated Exhibit D, Attachment CC reflecting the requested change(s). The City agrees to consider such requests in good faith.

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

4.4.1.1 Design Professional shall require the Subcontractor to obtain insurance policies, as described in Section 4.3.1, and those policies shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Furthermore, Subcontractor policy limits, and required endorsements shall be determined by the Design Professional proportionate to the services performed by the Subcontractor.

4.4.1.2 The Design Professional is obligated to pay the Subcontractor, for Design Professional and City-approved invoice amounts, out of amounts paid by the City to the Design Professional, not later than seven working days from the Design Professional's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Design Professional 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 Design Professional 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 Design Professional shall pay the Subcontractor the amount withheld within fourteen working days of the Design Professional's receipt of the City's next payment.

4.4.1.4 In any dispute between the Design Professional and Subcontractor, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Design Professional agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Design Professional 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 Records and Reports.

4.5.1 The Design Professional shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors. Records shall show name, telephone number including area code, and business address of each

Subcontractor and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

4.5.2 The Design Professional shall retain all records, books, papers, and documents directly pertinent to the Contract for a period of not less than five (5) years after Completion of the contract and allow access to said records by the City's authorized representatives.

4.5.3 The Design Professional must submit the following reporting using the City's web-based contract compliance i.e., Prism® portal:

4.5.3.1 Monthly Employment Utilization. Design Professional and their Subcontractors must submit Monthly Employment Utilization Reporting by the fifth (5th) day of the subsequent month.

4.5.3.2 Monthly Invoicing and Payments. Design Professional and their Subcontractors must submit Monthly Invoicing and Payment Reporting by the fifth (5th) day of the subsequent month.

4.5.3.3 To view the City's online tutorials on how to utilize PRISM® for compliance reporting, please visit: <http://stage.prismcompliance.com/etc/vendortutorials.htm>
Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoice, or both. The Design Professional 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.

4.6 Non-Discrimination Requirements.

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

4.6.2 Non-Discrimination Ordinance. The Design Professional shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Design Professional shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design Professional 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 Design Professional and any Subcontractors, vendors and suppliers.

4.6.3 Compliance Investigations. Upon the City's request, the Design Professional 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 Design Professional 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 Design Professional for each

subcontract or supply contract. The Design Professional 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 Design Professional 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 Design Professional up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Design Professional 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. By signing this Agreement the Design Professional agrees that it is aware of, and hereby certifies that it 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. Council Policy 100-17 is available on line at <https://www.sandiego.gov/city-clerk/officialdocs>.

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

4.7.2 Drug-Free Awareness Program. The Design Professional shall establish a drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the policy of maintaining a drug-free workplace; (3) available drug counseling, rehabilitation, and employee assistance programs; (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 Design Professional shall post the drug-free policy in a prominent place.

4.7.4 Subcontractor's Agreements. The Design Professional further certifies that each contract for Subcontractor Services for this Project 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. Design Professionals and Subcontractors shall be individually responsible for their own drug-free workplace program.

4.8 Title 24/Americans with Disabilities Act Requirements. Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design Professional understands that while the City will be reviewing Design Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's access review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

4.9 Product Endorsement. The Design Professional acknowledges and agrees to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

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

4.10.1 If, in performing the Professional Services set forth in this Agreement, any member of the Design Professional's organization makes, or participates in, a "governmental decision" as described in Title 2, section 18704 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 individual shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the individual'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 E].

4.10.1.1 If a determination is made that certain individuals must disclose relevant financial interests, the statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The individual shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the individuals are subject to a conflict of interest code. Each year thereafter, the individuals 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 individual was subject to a conflict of interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.

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

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

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

4.10.4 The Design Professional's personnel employed on the Project shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Design Professional shall not recommend or specify any product, supplier, or contractor

with whom the Design Professional has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

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

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

4.12 Compensation for Mandatory Assistance. The City will compensate the Design Professional for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.2. 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 Design Professional, its agents, officers, and employees, the Design Professional shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Design Professional, its agents, officers, and employees for Mandatory Assistance.

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

4.14 Energy Conservation Specifications. Technological advances in energy conservation devices such as Lighting and Heating, Ventilation, and Air Conditioning (HVAC), enable additional energy savings over that required by the State of California's Energy Efficiency Standards (Title 24, Part 6 of the California Code of Regulations). The Design Professional shall model the energy performance of the building using an acceptable computer model such as Energy Pro, EQuest, DOE-2, Power DOE, HAP 3.22, etc. and present the summary data to the City at or prior to 100 percent design. This analysis should include life cycle cost analysis showing recovery of construction costs through operation and maintenance costs (e.g., electricity and gas savings.) The Design Professional shall prepare a cost savings matrix that lists each device being considered and one, three, five and ten-year Project savings. The comparison shall include, but not be limited to, the following equipment: Lighting, HVAC, Water Heating, and Motors.

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

4.15 Notification of Increased Construction Cost. If, at any time prior to the City's approval of the final plans and specifications, the Design Professional anticipates that the total construction cost will exceed the estimated construction budget, the Design

Professional shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Design Professional 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).

4.16 Sustainable Building Policy. The Design Professional shall comply with City Council Policy 900-14 (Sustainable Building Policy) in the performance of the Scope of Services, including but not limited to the requirement that all new or significantly remodeled City facilities shall be designed and constructed to achieve at a minimum the Leadership in Energy and Environmental Design (LEED) “Silver” Level Certification.

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

4.18 Storm Water Management Discharge Control. Design Professional shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. Design Professional warrants and certifies that any and all plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. Design Professional understands that while the City will be reviewing Design Professional’s designs for storm water permit compliance prior to acceptance of Design Professional’s designs, Design Professional understands and agrees that the City’s Storm Water review process and its acceptance of Design Professional’s designs in no way limits the Design Professional’s obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

The Design Professional shall review the completed Storm Water Applicability Checklist (DS-560) to confirm the project’s appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, the Design Professional shall incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. In addition, for Priority Development projects, the Design Professional shall prepare a Storm Water Quality Management Plan in accordance with the requirements of the Storm Water Standards Manual and prepare a BMP plan showing all permanent BMPs, LID designs, hydromodification management plan facilities, and include sufficient details and cross sections for construction.

Design Professional shall attend the Pre-construction meeting. The Project Manager will coordinate with the Design Professional on the inspection of the permanent BMP(s) during installation. Design Professional shall inspect and confirm that the permanent BMP

was installed in accordance with the details on the plans and that the permanent BMP functions to meet the requirements of the MS4 Permit. Upon notification by the Project Manager, the Design Professional shall sign and stamp the Permanent BMP Self Certification on the plans or the Permanent BMP Self Certification Form (DS-563) prior to final acceptance by the City.

For projects requiring soil-disturbance work such as geotechnical borings, street coring and potholing as component of the design, the Design Professional shall complete a Minor Water Pollution Control Plan (DS-570), if applicable.

4.19 ADA Certification. By signing this Agreement the Design Professional agrees that it is aware of, and 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. Council Policy 100-04 is available at <https://www.sandiego.gov/city-clerk/officialdocs>.

4.20 Prevailing Wage Rates. Prevailing wage rates apply to this Agreement.

Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, the Design Professional and its subconsultants shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

4.20.1 Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Design Professional and its subconsultants shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

4.20.1.1 Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Design Professional and its subconsultants shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

4.20.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

4.20.2 Penalties for Violations. Design Professional and its subconsultants shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

4.20.3 Payroll Records. Design Professional and its subconsultants shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Design Professional shall require its subconsultants to also comply with section 1776. Design Professional and its subconsultants shall submit weekly certified payroll records online via the City’s web-based Labor Compliance Program. Design Professional is responsible for ensuring its subconsultants submit certified payroll records to the City.

4.20.3.1 In addition to the requirements in 4.20.3, the Design Professional and its subconsultants shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

4.20.4 Apprentices. Design Professional and its subconsultants shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Design Professional shall be held responsible for the compliance of their subconsultants with sections 1777.5, 1777.6 and 1777.7.

4.20.5 Working Hours. Design Professional and its subconsultants shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight (8) hours a day and forty (40) hours a week, unless all hours worked in excess of eight (8) hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than eight (8) hours per day and forty (40) hours per week in violation of California Labor Code sections 1810 through 1815.

4.20.6 Required Provisions for Subcontracts. Design Professional shall include at a minimum a copy of the following provisions in any contract they enter into with a subconsultant: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

4.20.7 Labor Code Section 1861 Certification. Design Professional in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Agreement, Design Professional certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

4.20.8 Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred.

4.20.9 Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Design Professional or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the

performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

4.20.9.1 A Design Professional's inadvertent error in listing a subconsultant who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subconsultant is registered prior to proposal due date; (2) within twenty-four hours after the proposal due date, the subconsultant is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subconsultant is replaced by another registered subconsultant pursuant to Public Contract Code section 4107.

4.20.9.2 By submitting a bid or proposal to the City, Design Professional is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Design Professional shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

4.20.10 Stop Order. For Design Professional or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Design Professional or unregistered subcontractor(s) on ALL public works until the unregistered Design Professional or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

4.20.11 List of all Subcontractors. The Design Professional shall provide a complete list of subcontractors (regardless of tier) utilized on this Agreement, along with their DIR registration numbers, if applicable, prior to any work being performed on this Agreement, and Design Professional shall provide a complete list of subcontractors, regardless of tier, with each invoice. Additionally, Design Professional shall provide the City with a complete list of all subcontractors utilized on this Agreement, regardless of tier, within ten working days of the completion of the Agreement, along with their DIR registration numbers, if applicable. The City shall withhold final payment to Design Professional until at least thirty (30) days after this information is provided to the City.

4.20.12 Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Design Professional shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

4.20.12.1 Registration. The Design Professional will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

4.20.12.2 Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Design Professional will need to keep those records for at least three years following the completion of the Agreement. (Labor Code section 1771.4).

4.20.12.3 List of all Subcontractors. The Design Professional shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor Code section 1773.3).

**ARTICLE V
RESERVED**

**ARTICLE VI
INDEMNIFICATION**

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

6.2 Design Professional Services Indemnification and Defense.

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

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

6.3 Insurance. The provisions of this Article are not limited by the requirements of Section 4.3 related to insurance.

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

**ARTICLE VII
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, 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 and shall be delivered to the City upon request. The Design Professional, 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 Design Professional, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Design Professional, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Deliverable Materials mentioned in this article for purposes unrelated to Design Professional’s work on behalf of the City without prior written consent of the City.

8.3 Intellectual Property Rights Assignment. Design Professional, 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. Design Professional, 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 Design Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Design Professional, 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 Design Professional utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable Materials to the City, the agreement between Design Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable Materials/Work product as a “work-for hire” as defined in the Act and that all intellectual property rights in the Deliverable Materials/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 Materials, 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 Design. Design Professional may not publish or reproduce any Deliverable Materials, for purposes unrelated to Design Professional's work on behalf of the City without prior written consent of the City.

8.7 Intellectual Property Warranty and Indemnification. Design Professional 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 Design Professional to produce, at Design Professional'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. Design Professional further agrees to indemnify and hold harmless the City, its elected officials, 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, Deliverable Materials, 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 Design Professional receives payment under this contract, City shall be entitled, upon written notice to Design Professional, to withhold some or all of such payment.

8.8 Enforcement Costs. The Design Professional 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, attorneys' fees.

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 & Capital Projects, c/o Bryan Salguero, 8525 Gibbs Dr, Suite 302, San Diego, CA 92123, and notice to the Design Professional shall be addressed to: Schmidt Design Group, Inc., Jeffrey T. Barr, 1310 Rosecrans Street, Suite G, San Diego, CA 92106, jtbarr@schmidt-design.com.

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

9.3 Non-Assignment. The Design Professional 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 Design Professional and any Subcontractors employed by the Design Professional 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 Design Professional concerning the details of performing the Professional Services, or to

exercise any control over such performance, shall mean only that the Design Professional shall follow the direction of the City concerning the end results of the performance.

9.5 Design Professional and Subcontractor Principals for Professional Services. It is understood that this Agreement is for unique Professional Services. Retention of the Design Professional's Professional Services is based on the particular professional expertise of the following members of the Design Professional's organization: Jennifer Montgomery, Jeffrey T. Barr and Devon Boutte [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Design Professional'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 Team 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 Design Professional. 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 Design Professional, to require any of the Design Professional's employees or agents to be removed from performance of the Scope of Services.

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

9.7 Employment of City Staff. This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Design Professional 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 Design Professional.

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

9.9 Compliance with Controlling Law. The Design Professional shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720 relating to the payment of prevailing wages during the design and preconstruction phases of a project, including inspection and land surveying work. In addition, the Design Professional 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.

9.10 Jurisdiction. 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 without regard to the conflicts or choice of law provisions thereof.

9.11 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.

9.12 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.

9.13 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.

9.14 No Waiver. No failure of either the City or the Design Professional 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.

9.15 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.

9.16 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 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.

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

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

9.21 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.

9.22 Contractor Standards. This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 30 adopted by Ordinance No. O-20316. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit G.

9.23 Equal Benefits Ordinance. Unless an exception applies, Design Professional shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (§22.4304(f)). Failure to maintain equal benefits is a material breach of this Agreement. By signing this Agreement, Design Professional certifies that Design Professional is aware of, and will comply with, this City-mandated clause throughout the duration of the Agreement.

9.24 Public Records. By Signing this Agreement the Design Professional agrees that it is aware that the contents of this Agreement and any documents pertaining to the performance of the Agreement requirements/Scope of Services resulting from this Agreement are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.

If the Design Professional submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Design Professional** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Design Professional must provide a **specific and detailed legal basis, including applicable case law that clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Design Professional does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Design Professional will hold the City harmless** for release of this information.

It will be the **Design Professional's obligation to defend**, at Design Professional's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Design Professional's request. Furthermore, the Design Professional shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Design Professional's request.

Nothing in this Agreement creates any obligation for the City to notify the Design Professional or obtain the Design Professional's approval or consent before releasing information subject to disclosure under the California Public Records Act.

9.25 Equal Pay Ordinance. Unless an exception applies, Design Professional shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809. Design Professional shall require all of its subconsultants to certify compliance with the EPO in their written subcontracts. Design Professional must post a notice informing its employees of their rights under the EPO in their workplace or job site. By signing this Agreement with the City of San Diego, Design Professional acknowledges the EPO requirements and pledges ongoing compliance with the

requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Agreement.

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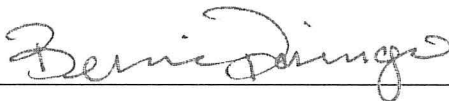
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to San Diego Municipal Code 22.3207, authorizing such execution, and by the Design Professional pursuant to Engineering & Capital Projects's signature authority document.

I HEREBY CERTIFY I can legally bind Schmidt Design Group, Inc. and that I have read all of this Agreement, this 10th day of December, 2025.

By 
Jeffrey T. Barr
Principal

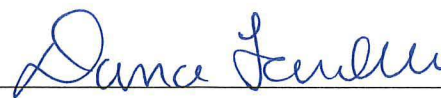
Dated this 9th day of March, 2026.

THE CITY OF SAN DIEGO
Mayor or Designee

By 
Berric Doringo
Deputy Director
Purchasing and Contracting

I HEREBY APPROVE the form of the foregoing Agreement this 12th day of March, 2026.

HEATHER FERBERT, City Attorney

By 
DANA FAIRCHILD, Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

FUNDING PHASE 1

1.0 GENERAL

North Chollas Community Park is located at 5598 Chollas Station Road, San Diego, in the Mid-City Eastern Community and encompasses approximately 90 acres of natural and developed recreational park use. The park is bounded by an elementary school at the north, Oak Park community on the west, and Chollas Lake at the east with a creek running through the center of the park. The scope of work for the North Chollas Community Park Improvements Project is planned for two phases. Phases are planned to follow the design, bid, construction, and post-construction structure independently.

The scope of work for Design Phase 1 and Design Phase 2 includes:

The preparation and approval of plans, specifications, and construction cost estimate (PS&E); permitting; community outreach; bid and construction support; and as-built plans. This includes design support during all phases of the project (design, permitting, bid, award, construction, and post-construction) and coordination between the City and required agencies for design approval and permit acquisition. PS&E shall include the engineering design, technical reports, and supporting documents described below to design and construct the improvements. The PS&E for the improvements shall include 30%, 60%, 100% and Final package submittals; this shall include the required documents for permitting. Additionally, plans are anticipated to require review cycles for discretionary and ministerial permitting.

2.0 SCOPE OF SERVICES FOR DESIGN PHASE 1

The Scope of Services is listed below and shown on the existing General Development Plan (GDP) in Figure 1. Design Phase 1 includes:

- New fenced sports fields with sports lighting approximately 180,000 square feet, with batting cage/tunnel and cargo storage on the west side of the new sports field. A new tot lot (approximately 4,500 sf), along with new crushed gravel maintenance/service road and access gate for the new and existing field.
- Updating the entry plaza for ADA accessibility; new accessible pedestrian pathway along the entry road; extension of the existing paved road and parking lot along south side of the new sports fields with a paved turn around area and one crosswalk at the entry drive (no crossings across College Ave).
- New temporary dog park with new ADA parking stall to be installed at the end of the cul-de-sac at Chollas Station Rd. (with temporary porta-potty restroom); new underground infrastructure for future Electric Vehicle Charging Stations (EVCS) in

parking lot (conduit & stub-out only). Existing accessible parking and associated path of travel shall be reevaluated for new design.

- As requested, the scope for Design Phase 1 anticipates that these improvements can be made with no environmental impacts or mitigation. The Design Phase 1 improvements and proximity to the creek may need to be adjusted based on feedback through the CEQA process.

3.0 DELIVERABLES / SCOPE OF SERVICES FOR DESIGN PHASE 1

Task 1.1 – Project Initiation

1. **Kick-Off Meeting:** The design team will attend a kick-off meeting with City staff and Parks and Recreation representatives to review the project goals, schedule, process, and budget. This meeting will establish direction for this project, project schedule, and discuss preliminary programming requirements for the park.
2. **Site Visit:** The design team will visit the site to further evaluate existing conditions and facilities, drainage patterns, existing utilities, pedestrian and vehicular circulation patterns, surrounding land uses, and existing vegetation. We anticipate a total of one (1) site visit.
3. **Project Schedule:** A comprehensive project schedule will be developed at the start of the project. The schedule will be distributed to City staff and the consultant team as needed throughout the project.
4. **Research and Understanding:** SDG will conduct a review of available reference materials and documents that apply to the project. This includes previous planning studies, as-built documents related to the site, and City guidelines.

Task 1.2 – Survey and Mapping Services

Alyson Consulting team will provide the following services:

1. **Horizontal and Vertical Survey Control:** Recover and transfer horizontal and vertical survey control acceptable to the City of San Diego to the project. Horizontal and vertical control to be utilized for the entirety of the project.
2. **Boundary Survey:** Locate sufficient boundary monumentation to solve the boundary for the properties that make up North Chollas Park and the adjacent streets. This task will not include the filing of a Record of Survey.
3. **Aerial Topographic Survey:** Perform an aerial topographic survey of the project. The survey will be flown at 20-scale and will include 1-foot contours and a color ortho-rectified photo background. The limits for the survey will be 50-feet outside of the project boundary to the west, north and east. The limits to the south will be 50-feet southerly of the adjacent Street. This task will include the setting of aerial panel points.
4. **Supplemental Topographic Survey:** Perform conventional field topographic surveys at the discretion of the engineer in areas that are obscured from the aerial survey. This will

include areas that require added accuracy. This task includes three (3) field days and office support.

5. Monument Preservation (Per PM Approval)– Submit Corner Records: Recover and set reference points for up to six (6) boundary monuments at Chollas Station Road and College Grove Drive for the purpose of submitting pre-construction Corner Records at the County of San Diego.
6. Dry Utility Mark Out and Location: Provide one (1) day of underground utility mark out to show the dry utilities in the parking area. This will also include the survey locations of the utilities and adding them to the project CAD file. Includes up to 8 hours for this task. \$2500 each day for an additional day of services.
7. Tree Locations Within Design Phase 1 (Per PM Approval): Locate all trees along Chollas Creek with a trunk diameter of 4-inches or greater.
8. Plot Easements: Plot easements from the City of San Diego provided Preliminary Title Reports.
9. Obtain Title Reports (Per PM Approval): The Civil Sense team will obtain Preliminary Title Reports if not provided by the City. North Chollas Community Park comprises 4 APNs; therefore, 4 title reports will be required.
10. Final Deliverable: Prepare a final AutoCAD base map showing the boundary and the aerial topographic survey. Supplemental surveys and dry utility locations will be provided in a separate AutoCAD file.

Task 1.3 –Schematic Design and Community Meetings

1. Precedence Imagery: One (1) precedence image board will be prepared to illustrate the potential character, composition, and materiality of the playground.
2. City Meeting: SDG will meet with the City and P&R staff to prepare for the first community meeting. Revisions to the imagery will be made based on feedback received.
3. Community Meeting #1: SDG will present the playground precedence images for input and feedback from the City and Community Recreation Group.
4. Schematic Playground Design Alternatives: SDG will prepare two (2) preliminary schematic playground design alternatives. These plans will be hand-rendered, in color, and illustrate the project's Design Phase 1 playground improvements for presentation purposes.
5. Schematic Civil Engineering: Civil Sense will generate a CAD site base compiling linework from the survey and mapping as well as as-built record drawings of both existing wet and dry utilities within the project limits. Civil Sense will provide preliminary grading CAD files showing contours and any major grading elements.

6. City Meeting: SDG will meet with the City and P&R staff to review the concepts prior to the second community workshop. Revisions to the plans and imagery will be made based on feedback received.
7. Community Meeting #2: SDG will present the two schematic designs and associated imagery to the City and Community Recreation Group for feedback and selection of the preferred playground option. All feedback received will be documented and provided to the City in memo format.
8. Coordination Meetings: SDG will attend meetings requested throughout the schematic design process. We anticipate a total of (4) meetings with the design team and City during this phase.

Task 1.4 – Design Development Phase (30% Design Submittal)

Once the final playground schematic design has been approved, the design team will incorporate any comments and recommendations into the design and prepare design development level drawings for review. The Design Phase 1 design will include evaluation of potential creek impacts with the goal of avoiding impacts to the creek in Design Phase 1. This may include recommendations to relocate or reduce parking. The following will be prepared in accordance with City of San Diego standards:

1. Title sheet: Civil Sense will prepare a title sheet and key map.
2. Existing Condition and Demolition Plan: Civil Sense will prepare a 1-inch = 20-foot scale plan showing the layout of the anticipated limits of clearing and grubbing and demolition of existing hardscaping. Existing monumentation and easements will also be provided.
3. Grading and Drainage Plans D-sheets: Civil Sense will prepare a 30% Grading and Drainage Plan reflecting graded slopes, storm drain improvements, earthwork quantities, street sections and sections along the boundary, details and notes. Plan will include lot lines with dimensions and easements with labels, dimension labels for property line setbacks, distances between buildings, driveway widths, turn-around widths, parking stalls and utility separations. The plan will also include monument walls, signage, wall types and fences as designed and provided by the team. The existing accessible parking and associated path of travel will be evaluated for the new design.
4. Onsite Wet Utility Plan: Civil Sense will prepare a 1-inch – 20-foot onsite water plan to be reviewed by the City Mechanical Review Department. Existing wet utilities will be shown as reference. No sewer design will be required per City’s RFP. On-site fire service design is not included.
5. BMP Site Plan: Civil Sense will provide a 30% post-construction structural, site, and source control BMP site plan layout, notes, and details.
6. Geotechnical Recommendations D-Sheet: Civil Sense will generate a layout and notes sheet to provide recommendations in conformance with the geotechnical report, as well as outline the limit of grading work.
7. Horizontal Control Plan: Civil Sense will prepare a 30% horizontal control plan at 1-inch = 20-foot, which includes dimensions and design data tables. Also included are

dimensions for building setbacks and separations, hatching for designation of structural sections as provided by the Geotech, and designation of the onsite ADA path of travel.

8. Survey Deliverables Checklist: Per the 'Engineering and Capital Projects' Survey Deliverables Checklist, Civil Sense will provide alignment reports on plans for proposed improvements (Stations and Coordinates with Bearings and Angles formatted to Degrees, Minutes, and Seconds). Assumes 8 sheets to address survey requirements. Preparation of sheet drawings only is included.
9. Temporary Stockpile Grading and Erosion Control Sheets for Design Phase 1 Earthwork Balance (Per PM Approval). Prepare one grading plan sheet and one erosion control sheet to address earthwork balance for Design Phase 1. The stockpile of extra dirt from Design Phase 1 will be placed per City's direction but assumed to be in Design Phase 2 new parking lot/open lawn areas. Assume 2 sheets to address earthwork balance in lieu of exporting offsite and to save Design Phase 1 project cost. Assumes no additional drainage design, analysis, or additional technical studies. The design only includes basic grading and sheet drainage flows. Assumes approximately 4 hours at 30% to coordinate with City on design parameter and location of stockpile.
10. Hardscape Plans: SDG will develop plans reflecting the locations, patterns, sizes, materials, colors, and finishes of pedestrian hardscape elements. The activity and play spaces will be further refined and detailed. SDG will prepare design development level finish schedules and legends.
11. Site Lighting and Electrical Plans: Visual Concepts Lighting will provide a conceptual lighting plan, showing light locations per a photometric lighting study. Musco Sports lighting will provide lighting scans. Lighting shall be designed for the sports fields, new parking, driveway leading to the site, upgraded pedestrian trails and plazas, and tot lot. Parks and Recreation standards of 0.5 foot-candle minimum shall be applied.
12. Irrigation Plans: SDG will develop irrigation mainline diagrams with details as required to evaluate construction costs. Irrigation meter, backflow, and controller locations will be coordinated with the Civil Engineer, and Electrical Engineer.
13. Planting Plans: SDG will develop preliminary planting plans indicating locations, species, and sizes of plant materials. A planting legend will be developed and include common name, botanical name, and proposed container size.
14. Landfill Consultation: SCS will review draft project design plans and provide recommendations based on solid waste regulations and permitting requirements. SCS will provide construction details for utility installation within the waste footprint.

Outline Specifications: SDG will develop outline specifications for the project's pedestrian hardscape, landscape, and irrigation improvements in CSI format.

15. Opinion of Probable Construction Costs: The design team will provide an estimate of probable cost, including NAICS codes per line item.

Task 1.5 – Technical Studies (30% Submittal)

The Design team will prepare the following 30% technical studies to support the CEQA document. We anticipate that CEQA will be prepared by the City.

1. Preliminary Drainage Study: Chang Consultants will prepare a drainage study for existing and proposed conditions. Up to one detention basin will be analyzed. The study will be performed for the 30% design initially followed by the 60% to final. This assumes a single park design.
2. Preliminary SWQMP: Chang Consultants will prepare a Storm Water Quality Management Plan. The study will be performed for the 30% design initially followed by the 60% to final. An infiltration study will be provided. This assumes a single park design. This assumes that the rest of the site design will remain the same and may require modelling of three BMP types.
3. Drainage Study/SWQMP Processing and Coordination: Civil Sense anticipates up to six (6) hours and Chang Consultants anticipates up to twenty (20) hours for processing and coordination.
4. Historical Environmental Data Compilation (Landfill): SCS will review the survey results and the associated GIS information to identify overlap between the extents of the Project and the NCBS. SCS will complete a public records request to obtain, inventory, and review environmental documentation and regulatory communications pertinent to the NCBS and Project to inform the completion of a soil data compilation and assessment of current conditions within the extents of the Project. The assessment and compilation of current conditions will be necessary to advise soil excavation procedures and implementation of safety protocols for on-site workers, on-site NCCP users, and the adjacent community discussed in the Community Health and Safety Plan (CHSP) prepared for the Project. The presence of elevated lead-bearing soil in the NCBS presumably will also require an environmental component of any geotechnical engineering study, so the potential to encounter and manage waste soil is addressed. SCS also believes that the completion of a review of action levels for lead in shallow soil within the Project extents is prudent to address the potential for lead concentrations in soil to exceed the currently acceptable state threshold of 80 milligrams per kilogram (mg/kg) when the previous NCBS mitigation utilized an action level of 300 mg/kg. Includes up to 48 hours for SCS review.
5. Geotechnical Investigation: The North Chollas Community Park project is sited in an area that is mapped as being underlain, from oldest to youngest, by Mission Valley Formation, San Diego Formation, and very old paralic deposits, with unmapped fill and/or colluvium anticipated at the surface. The formational soils consist of marine and nonmarine sandstone, siltstone, claystone, and conglomerate. Earthwork is anticipated to consist of cuts and fills to provide sheet-graded pads for fields and open spaces. Limited remedial grading is anticipated in the areas of the proposed improvements. There are no known active faults underlying the project area. The potentially active La Nacion Fault is mapped about 600 feet to the west of the project boundary. NOVA will address the geotechnical issues of the proposed Design Phase 1 development scope. Specifically, the geotechnical investigation shall consist of the following:
 - a. Review relevant geologic maps and other readily available literature pertinent to the geotechnical conditions at the site.
 - b. Prepare a work plan for the field investigation.

- c. Coordinate site access.
 - d. Mark the boring locations in accordance with Underground Service Alert (USA) requirements.
 - e. Hire a private utility locator to mark potential subsurface conflicts at the boring locations.
 - f. Drill five to six borings to depths up to 20 feet below the ground surface (bgs), or practical refusal, whichever occurs first, using a truck-mounted drill rig equipped with a hollow stem auger. A NOVA geologist will log the borings and obtain samples for examination and laboratory testing.
 - g. Drill two percolation test borings (for one BMP location there are two percolation test wells) to a depth of about 5 feet bgs for infiltration testing in areas of potential stormwater BMPs.
 - h. NOVA will subcontract SCS, the project environmental engineer, to perform soil sampling and screening contemporaneous with NOVA's field investigation. SCS will also perform environmental laboratory analyses of composited soil samples on the site history and anticipated contaminants.
 - i. Assess groundwater levels, if encountered.
 - j. Backfill the borings in accordance with San Diego County Department of Environmental Health requirements, if applicable.
 - k. Perform laboratory tests on selected soil samples.
6. Geotechnical Report: NOVA will prepare a report that includes a subsurface investigation map, boring logs, and laboratory test results. The report will provide applicable conclusions and recommendations regarding the following:
- a. Subsurface conditions beneath the site, including groundwater levels, if encountered.
 - b. Potential geologic hazards
 - c. Criteria for seismic design in accordance with 2022 California Building Code (CBC)
 - d. Site preparation and grading
 - e. Excavation characteristics
 - f. Expansive soil mitigation
 - g. Appropriate alternatives for foundation support, along with geotechnical engineering criteria for the design of the foundations
 - h. Resistance to lateral loads
 - i. Estimated foundation settlements
 - j. Support for post-tensioned concrete slabs-on-grade
 - k. Soil corrosivity
7. Environmental Oversight, Screening, Sampling, and Analysis: NOVA anticipates that the near subsurface materials may contain environmental contamination. Nova and SCS will complete environmental oversight, soil screening, and sampling by SCS during the geotechnical investigation and subsequent laboratory analyses of composited soil samples.
8. Non-Hazardous and RCRA-Hazardous Soil Disposal: Soil cuttings generated during the subsurface exploration may be affected by hazardous or regulated substances. SCS will conduct special testing to segregate and containerize the soils for disposal. This task assumes disposal of one "RCRA hazardous" drum and three non-hazardous drums. Per the project environmental engineer, we are assuming Level C PPE for fieldwork.

9. Geotechnical Design Development Services (Nova): Design development tasks are services that NOVA provides after the geotechnical report has been completed, such as responding to city review comments, design team meetings, answering questions from the design team, and reviewing plans and specifications.
10. Meetings: Civil Sense anticipates up to six (6) hours for meetings.

Task 1.6 – Environmental Services

The Great Ecology Team's primary objective for Design Phase 1 will be the development of comprehensive technical documentation to support the City's preparation of an independent CEQA document, focusing on cultural and biological resource support specific to the LDC regulations for Environmentally Sensitive Lands (ESL) in the City. The documentation prepared by Great Ecology will identify any significant environmental impacts and provide a rationale for mitigation measures to reduce impacts to a less-than-significant level, where necessary. In addition, the Team will provide targeted support, where needed, in revegetation plan design. Subtask 3 (outlined below) is subject to approval by the City's Project Manager (PM) and is identified as such (Per PM Approval).

Subtask 1: Cultural Resources Survey and Report

Subtask 2: Biological Resources Surveys and Technical Report

Subtask 3. Revegetation Plan Support (Per PM Approval)

1. Cultural Resources Survey and Report

- a. GE will review prehistoric and historical background information, perform a records search, conduct a field survey, and prepare a Cultural Resources report for the proposed Design Phase 1 Project site. The surveys and report will follow standard CEQA guidelines.
- b. Prior to the field survey, the Great Ecology Team will conduct a desktop review of archaeological, ethnographic, and historical literature that will provide a contextual understanding of the area's history and past land uses. Geographic Information System (GIS) vicinity maps of the proposed Project utilizing historic-period and current aerial images will be created for use during records search, prehistorical and background research, sacred lands file (SLF) search, and field survey. Historical and archaeological records will be requested from the South Coastal Information Center (SCIC) to assess the cultural sensitivity of the area. Additionally, an SLF search will be requested from the Native American Heritage Commission (NAHC) to provide a list of tribal contacts to the City.
- c. Archaeologists will conduct a field survey of the Project site to inspect the ground surface, record significant features, and document the vegetation, soil, and land use. Any foundations and associated features over 45 years old that may merit recordation according to California State Office of Historic Preservation guidelines will be

inspected in the field, and historical research will be conducted to understand the construction dates, ownership, and potential historical significance of any structures found. If any foundations or associated features merit recordation, then the Great Ecology Team will complete and submit a site record (using DPR 523 forms) to the SCIC for primary number assignment and inclusion in the California Historical Resources Inventory.

- d. A report summarizing the findings from the field survey and the historical significance of identified resources, as well as any mitigation recommendations, will be presented in the CRTR .
 - e. Cultural Monitoring for Geotechnical Reconnaissance Surveys (Per PM Approval): If required, the Great Ecology Team will conduct cultural monitoring for geotechnical reconnaissance surveys in compliance with the City's conditions, Information Bulletin 560, and regulatory standards. This will involve ongoing coordination with the Client and the City to address any cultural resource concerns. Prior to field activities, the Great Ecology Team will request and review relevant documents and maps related to geotechnical surveys and borehole locations to assess potential impacts on ESL and historic resources within the Design Phase 1 Project boundaries. A cultural monitor will be present to ensure that no ESL or historic resources are impacted during ground-disturbing activities associated with geotechnical surveys (e.g., borehole drilling). If any potential cultural resources are identified, they will be documented in accordance with regulatory guidelines. Following the completion of monitoring, the Great Ecology Team will prepare a letter report detailing the methods, findings, and any impacts to archaeological sites or ESL resulting from the geotechnical activities. This report will be included as an appendix to the Cultural Resources Technical Report and submitted to the City and relevant agencies, as necessary.
 - f. The Great Ecology Team will submit to the City a Draft CRTR, with the inclusion of the monitoring findings report if required. The Great Ecology Team will prepare a comment/response tracker to accompany the Draft CRTR. The Great Ecology Team will provide up to two revisions in response to comments from the City. Additionally, the Great Ecology Team will provide a list of tribal contacts for submission to the City for the AB 52 process. The Great Ecology Team will submit a Final CRTR to the City
2. Biological Resources Surveys and Technical Report
 - a. The Great Ecology Team will review existing data, survey for biological resources on-site—including vegetation, habitat, sensitive species, and aquatic resources—map sensitive resources, and prepare a Biological Resources Survey Letter to support a post-survey meeting with the City and the Geotechnical Investigation. Subsequently, Great Ecology will prepare a BRTR to document all sensitive biological resources present onsite, identify potential Project impacts, and provide avoidance and mitigation measures for the Design Phase 1 Project in compliance with CEQA guidelines, the City's LDC, and regulatory standards.

- b. Prior to surveying the Project site, the Great Ecology Team will delineate the Biological Study Area (BSA), defined as the Design Phase 1 Project footprint, including the boring locations and access routes for the Geotechnical Investigation and a 100-foot buffer, and will conduct a desktop review of City-provided materials, publicly available biological resources databases (e.g., GIS data, aerial imagery, etc.) to identify potential biological resources (including potential habitat, special status species, and aquatic resources) that may be present on-site and impacted by the proposed Project. The proposed boring locations and access routes for the Geotechnical Investigation will be provided by Schmidt Group's Geotechnical Consultant (NOVA). The desktop review will include the development of a Potential to Occur (PTO) table for special-status floral and faunal species that will inform the field survey effort. The results of the desktop analysis may indicate additional focused faunal or floral surveys not currently anticipated by this scope but that may be required for the development of the BRTR.
- c. The Great Ecology Team will perform a field survey of the BSA to document biological resources present on the Project site. The biologists will document all faunal and floral species observed during the survey, map the vegetation communities and land cover types, document special-status species and/or habitats that could support special-status species, and assess the aquatic resources present within the Design Phase 1 boundary.
- d. After completing the field survey for biological resources the Great Ecology Team will prepare a Draft sensitive resources map(s), a Draft impact table, a Draft photograph location map, and photographic documentation that is consistent with current City and regulatory agency standards. These deliverables will be presented to the City in a post-survey meeting to discuss the potential impacts of the Project on ESL. This meeting will include the City, the Great Ecology Team, and Schmidt Group. This discussion will address resources of concern, potential avoidance and mitigation measures, and relevant regulatory standards, and will occur prior to writing the Biological Survey Letter and Biological Resources Technical Report.
- e. The results of the desktop analysis and field surveys specific to the Geotechnical Investigation will be presented in a Biological Resources Survey Letter to Schmidt and the City. The Biological Resources Survey Letter will include a site plan showing MHPA boundaries, vegetation types, access route(s), testing methods and locations, site photos, and any restricted areas requiring staking, flagging, and/or fencing, in accordance with the City LDC and Information Bulletin 560. The Biological Resources Survey Letter will identify any special-status faunal and floral species occurring within the geotechnical investigation area or with the potential to occur based on habitat presence, analyze potential impacts from the proposed Geotechnical Investigation on those species and habitats, address any impacts, and include measures to avoid, minimize, and/or mitigate the impacts, as required by the City. In accordance with Information Bulletin 560, on-site biological monitoring will be implemented while the Geotechnical Investigation is performed to avoid or minimize effects on resources. A biological monitor will be present during geotechnical investigation activities to avoid or minimize potential impacts on biological resources

in accordance with regulatory requirements. Great Ecology staff will attend a pre-survey site meeting with Geotechnical Consultants and observe the Geotechnical Investigation, including site access and boring.

- f. The results of the desktop analysis and field surveys for the BSA will be presented in the BRTR, which will provide a characterization of the habitats and vegetation communities present within the BSA and identify any special-status faunal and floral species occurring within the BSA or with potential to occur based on habitat presence, identify potential jurisdictional aquatic resources, analyze potential impacts from the proposed Project on those species and habitats, and include measures to avoid, minimize, and/or mitigate impacts, as required by the City and wildlife agencies.
 - g. Following the field survey, the Great Ecology Team will prepare and submit a Draft sensitive resources map(s), a Draft impact table, a Draft photograph location map, and photographic documentation that is consistent with current City and regulatory agency standards. These deliverables will be submitted to the City no less than one week prior to the post-survey meeting. The Great Ecology Team will also submit a Photographic Survey and Biological Resources Survey Letter to Schmidt to include in the documentation package for the ministerial grading permit (Process One) for the Geotechnical Investigation.
 - h. Following the post-survey meeting, the Great Ecology Team will submit a Draft BRTR to the City for review. The Great Ecology Team will prepare a City comment/response tracker to accompany the Draft BRTR. The Great Ecology Team will provide up to two revisions in response to comments from the City. The Great Ecology Team will submit a Final BRTR to the City.
3. Revegetation Plan Support (Per PM Approval)
- a. The Revegetation Plan Support serves a distinct purpose within the environmental planning and regulatory process. A Revegetation Plan focuses on the selection, installation, and maintenance of vegetation to restore impacted areas, ensuring ecological functionality and compliance with regulatory standards. It is typically required as part of a project's final design and implementation phase and includes success criteria, maintenance schedules, and measures to protect biological resources. If a revegetation plan is required due to potential project impacts, Great Ecology will provide support and guidance on this task. Great Ecology's role in the Revegetation Plan will be a supporting role to advise, provide input, and review during Schmidt's preparation of the Revegetation Plan. This advisory role will take the form of meetings, email correspondence, and a Revegetation Plan review. Great Ecology will not be participating in drafting the Revegetation Plan or Plan language but will be participating in research and collaboration to provide Schmidt with ecologically sound guidance, consistent with the requirements of regulations, mitigation prescribed in the BRTR, and permit requirements.
 - b. This guidance includes reviewing plant palettes, seeding methods, soil preparation, and invasive species management to align with site conditions and restoration goals. In addition, Great Ecology will advise on a maintenance and monitoring schedule with success criteria for vegetation cover, species diversity, and plant survivorship,

tracking plant establishment, erosion control, and adaptive management needs to meet mitigation performance standards based on the BRTR and permit requirements. To protect biological resources, Great Ecology will provide guidance on seasonal restrictions, brush management zones, and habitat buffers to minimize impacts on sensitive species, ensuring alignment with the City's Biology Guidelines, LDC, and fire safety regulations. Brush management zones will be recommended by Great Ecology and integrated into the Revegetation Plan by Schmidt to balance fire safety requirements with ecological sustainability, ensuring compliance with the City's Biology Guidelines, LDC, and fire safety regulations.

- c. The consultation process will involve three key components: (1) three collaborative one-hour charette sessions to provide ecological design input for proposed design elements, the maintenance and monitoring schedule, success criteria, and protection of biological resources, during the concept, schematic, and design development phases; (2) review and supplementation of Schmidt Group's plant palettes with ecological recommendations at the concept, schematic, and design development phases; and (3) drawing and specification review of the Revegetation Plan at the 30%, 60%, 100%, and Final design milestones.
- d. The Great Ecology Team will collaborate with Schmidt Group through three charette working sessions to provide ecological design input on Revegetation Plans. The team will also conduct three rounds of plant palette review and recommendations to ensure alignment with regulatory and ecological requirements. Additionally, Great Ecology will participate in four rounds of drawing and specification review at the 30%, 60%, 100%, and Final design milestones to ensure consistency with ecological best practices and mitigation requirements. The Great Ecology Team will also be available for up to six coordination calls with Schmidt Group, including the three charette sessions.

Task 1.7 Meeting During 30% DD

Meetings: We anticipate attending up to six (6) meetings total; attended by two (2) SDG staff. Civil Sense anticipates up to twelve (12) hours for meetings

Task 2.1 – Construction Drawings (60%,100% and Final CDs)

The design team will incorporate any comments and recommendations into the design and prepare the construction drawings for review. We will prepare one combined package for all improvements including on-site and right-of-way improvements, such as ADA curb ramps, utilities, and crosswalk.

1. Title sheet: Civil Sense will update the previously submitted sheet.
2. Existing Condition and Demolition Plan: Civil Sense will update the previously submitted sheets.
3. Grading and Drainage Plans: Civil Sense will update the previously submitted D-sheets. Plans will reflect graded slopes, storm drain improvements, BMPs, earthwork quantities, cross sections, details and notes.
4. Monumentation/Easement Sheet: Civil Sense will prepare a sheet illustrating information provided by the surveyor.

5. Onsite Wet Utility Plan: Civil Sense will update the previously submitted sheets.
6. BMP site plan: Civil Sense will provide post-construction structural, site, and source control BMP site plan with final details, notes, and tables.
7. Geotechnical Recommendations D-Sheet: Civil Sense will generate a layout and notes sheet to provide recommendations in conformance with the geotechnical report, as well as outline the limit of grading work.
8. Site and Horizontal Control Plan: Civil Sense will update the previously submitted sheets.
9. Striping and Signage: Civil Sense will include the layout of sheets with details and will identify the proposed striping in the future parking areas. Signage plan will identify where new signage will be placed onsite.
10. Retaining Wall Plan: If applicable, Civil Sense will prepare retaining wall sheets that will include elevations for top of wall, finish surface, top of footing and wall profiles for City Standard retaining walls. For Non-standard retaining walls which will require structural details and calculations will be prepared by others.
11. Survey Deliverables Checklist: Per the 'Engineering and Capital Projects' Survey Deliverables Checklist, Civil Sense will provide alignment reports on plans for proposed improvements (Stations and Coordinates with Bearings and Angles formatted to Degrees, Minutes, and Seconds). Assume 4-5 sheets to address survey requirements.
12. Temporary Stockpile Grading and Erosion Control Sheets for Design Phase 1 Earthwork Balance (Per PM Approval). Prepare one grading plan sheet and one erosion control sheet to address earthwork balance for Design Phase 1. The stockpile of extra dirt from Design Phase 1 will be placed per City's direction but assumed to be in Design Phase 2 new parking lot/open lawn areas. Assume 2 sheets to address earthwork balance in lieu of exporting offsite and to save Design Phase 1 project cost. Assumes no additional drainage design, analysis, or additional technical studies. The design only includes basic grading and sheet drainage flows. Assumes approximately 20 hours for this task.
13. Erosion Control Plan (Per PM Approval): Civil Sense will prepare erosion control plan for construction related to the grading plans and proposed surface improvements. Includes construction notes and details.
14. Landscape Construction Plans and Details: Schmidt Design Group will prepare plans and details that will illustrate the layout and placement of elements such as hardscape, gathering spaces, children's play areas, backstops, seat walls, batting cage tunnel, fences and gates, dog park, parking facilities, and site furnishings.
15. Structural Engineering: AARK will provide structural review and engineering calculations for site elements such as fence and gate posts and foundations, batting cage tunnel, cargo storage container foundation, site and seat walls, and foundation and anchorage for light poles (with the exception of sports light footings, which will be designed by the manufacturer). AARK will provide structural specifications and special inspections requirements.

16. Site Electrical Plans: VCL will provide lighting design and electrical engineering designs for the installation of the new lights. Site electrical plans will include:
 - a. Luminaire schedules, installation details, electrical panel schedules for sizing of the electrical switchgear, legend, construction notes, and electrical specifications.
 - b. EVCS locations will be identified on plan and circuits shall be allocated accordingly.
 - c. Design Phase 2 electrical loads will be calculated in this phase to size the electrical gear.
 - d. VCL will coordinate with SDG&E for electrical facilities to be reworked at the site. This will require upgrading the existing Single-Phase transformer D210265 to a Three Phase transformer. Three Phase transformer is to serve the existing load and new EV. Provide an electrical service order from the transformer to the new switchgear. Includes applicant design of system.
 - e. Electrical conduit routing, associated pull boxes, and electrical conductor sizing will be shown on the 100% and final plans.
 - f. A shadow conduit for future CCTV will be shown on the 100% and final plans.
 - g. Title-24 mandatory measures will be shown on the 100% and final plans.

17. CCTV Design Plans (Per PM Approval): Provide a layout for a simple and practical CCTC system design that is stand alone, with up to 6-10 cameras, and with all cameras located within 500' away from the "Comfort Station" building. The building will also have cameras mounted on the exterior. Provide a layout of the recommended camera placement, including camera positioning to optimize monitoring. We assume that the building will allow for an equipment rack to be placed inside of a secure room with adequate power available to power the rack. It shall be assumed that a communication system is already in place for the DVR to connect to for remote access. Should one not be available, a cellular communication node shall be installed. We will follow the city Parks and Recs product guide and installation requirements. Should these not exist, we will make a professional recommendation for product and installation needs.
 - a. Provide conduit and fiber path as required to each camera. As needed, power will also be provided to designate areas for signal boosters as needed. A riser diagram shall be designed for quick reference of the CCTV system.
 - b. Provide all installation requirements for the CCTV Rack, mounting details on light poles. Plans shall also include all specifications and material for a complete CCTV system, including product and devices. All conduit systems for media and power will be included on separate design sheets. All requirements for electrical power for the CCTV system will be included in the electrical plan set. Electrical loads shall be calculated into the panel schedules. Circuit design to support the CCTV system shall be included. All electrical installation details for CCTV system to be included throughout the site as required. and communications system design will be on a low voltage design set.
 - c. Coordinate with all team members for conflict resolution. Team meetings, Planning and Coordination services.

18. Planting Plans and Details: Plans will indicate the locations, sizes, and species of all plant material. Details will be provided or references to appropriate City standards will be provided.

19. Irrigation Plans and Details: Equipment and details will consist of a listing of irrigation system components including irrigation heads, valves, and smart controllers (manufacturer and equipment model numbers).
20. Revegetation Plans (Per PM Approval: If the Biological Survey indicates the need for revegetation, SDG will prepare D sheet sized revegetation plans consistent with the latest City of San Diego's Biology Guidelines and Landscape Standards. With input from Great Ecology, the plans will include notes for the Maintenance and Monitoring schedule, success criteria, and protection of biological resources, seasonal restrictions, and brush management zones. This will include restoration planting schemes and erosion control measures. Offsite mitigation is not included.
21. Irrigation Plan for mitigation/restoration area (Per PM Approval): If temporary hard-line irrigation is needed, a separate D-sheet sized irrigation plan will be provided. The irrigation plans will include a schedule and anticipated volume of water needed.
22. Specifications: Project specifications will be prepared using Greenbook and Whitebook formats with supplemental CSI sections as needed. It is anticipated that the City will provide the front-end specifications for the contract bid documents.
23. Opinion Of Probable Construction Costs: Estimate will be updated to reflect changes in cost resulting from design or materials changes.

Task 2.2 – Technical Studies and Environmental Services

The Design team will prepare 60%, 100% and Final environmental documents including:

1. Final Drainage Study: Chang Consultants will prepare a drainage study for existing and proposed conditions. Up to one detention basin will be analyzed. The study will be updated for the 60% design initially followed by the 100% to final. This assumes a single park design.
2. Final SWQMP: Chang Consultants will prepare a Storm Water Quality Management Plan. The study will be updated for the 60% design followed by the 100% to final. An infiltration study will be provided. This assumes a single park design. This assumes that the rest of the site design will remain the same but might need to model three BMP types.
3. Drainage Study/SWQMP Processing and Coordination: Civil Sense team anticipates up to three (3) hours and Wayne Chang anticipates twenty (22) hours for processing and coordination.
4. Community Health and Safety Plan: SCS will prepare a Community Health and Safety Plan (CHSP) based on the findings of the previous historical environmental data compilation and for any proposed Project activities that require landfill cover disturbance. The CHSP will assess potential impacts to users of the NCCP and adjacent properties, particularly the monitoring and suppression of dust generated by any activities that require ground disturbance. The CHSP will include, but may not be limited to, the following items:
 - a. Plan objectives

- b. Site description
 - c. Chemicals of potential concern
 - d. Evaluation of potential chemical and physical hazards
 - e. Dust monitoring and suppression
 - f. Site safety contacts
 - g. Site specific instructions
 - h. Respiratory protective equipment
 - i. Protective clothing and equipment
 - j. Emergency response procedures
- SCS anticipates up to 36 hours for this task*

Task 2.3 – Meetings During CDs

1. Meetings: SDG will be available to meet with the team and City throughout the duration of the project.
SDG anticipates a total of twelve (12) meetings. Civil Sense anticipates up to sixteen (16) hours.

Task 3 – Construction Document Permitting

We anticipate that the plans will be signed by the Engineering and Capital Projects Engineer and submitted to Development Services Department (DSD) for building permit as a single plan set. Mass grading and pad certification and DSD Drainage and Grades review is not included and is not expected to be needed for this process.

We will provide plans to the City project manager for processing through the City wide plan check and DSD. We assume two rounds of DSD review and revisions max, unless comments are in response to a lack of drawing completeness.

1. 100% – 1st Round of Review & Revisions
2. Final – 2nd Round of Review & Revisions

Final Submittal: Final signed plans will be submitted to the City upon final approval of the construction documents.

Task 4 – SCS Design Team Support

In order to provide operating budget to complete services such as figure preparation for stakeholder meetings and/or preparation of documents related to solid waste management and related consulting services, SCS has included a design team support services task. Under this task, SCS will provide assistance related to environmental regulatory requirements, review of documents, preparation of maps, participation in phone conferences with the Client and others, and regulatory agency liaison and negotiation, as requested by the Client that are not specifically called out in earlier tasks. SCS will provide these services as directed by the Client on a time and materials basis. SCS anticipates up to 9.5 hours for this task.

Task 5 – Title 27 Regulatory Requirement Analysis and Agency Liaison

1. SCS will complete a review of the current solid waste permit(s) to determine the status of the Project relative to the 27 CCR requirements as they pertain to the potential presence of buried burn ash within the Project extents as well as the presence of municipal solid waste and the nearby South Chollas landfill and associated landfill gas perimeter monitoring network and proximity of buried MSW to the Project. Design Phase 1 of the Project will include up to two (2) one-hour long meetings with the LEA to discuss any concerns or additional requirements necessary for implementation of the Project. The

deliverable for this task will be a memo summary of the permitting and/or other requirements that are determined to be required to implement the Project.

2. In order to manage communications with related regulatory agencies and confirm the assumed plans, SCS will liaise and meet with, as necessary, the following agencies:
 - a. LEA,
 - b. Regional Water Quality Control Board (RWQCB), and
 - c. San Diego Air Pollution Control District (SDAPCD).

SCS anticipates up to 10 hours for this task.

Task 6 – Title 27 Related Plan Preparation and Regulatory Review Management

SCS will prepare the following plans related to Title 27 requirements for the Site and Project. SCS will address one round of comments from the associated regulatory agency as well as regulator communication/meeting pertaining to each submitted document.

1. Soil Management Plan:
 - a. A Soil Management Plan (SMP) for Design Phase 1 of the Project will be prepared informed from the findings of the historical environmental data compilation that will provide the information necessary to support the means and methods of the proper management and any proposed off-Site disposal of soils impacted with elevated concentrations of metals such as lead. The SMP will include a detailed discussion of the Site history including any past investigations and remediation activities and will also include an evaluation of potential environmental issues associated with impacted soils generated during implementation of Design Phase 1 of the Project.
 - b. The SMP for the Project will be prepared for review by the LEA and will provide the information necessary to support the mitigation strategy for the Project for waste soil export activities. The SMP will discuss how waste soil will be handled during excavation, including the criteria to distinguish impacted “waste” soils that require disposal at an appropriate facility versus “clean” soil that is suitable for unrestricted on-Site or off-Site reuse, and for basic construction worker health and safety. The SMP will detail the presence of an environmental monitor or monitors at the Site during the excavation process to aid in segregating impacted soil from clean soil encountered during the Project.
2. Fugitive Dust Mitigation Plans
 - a. SCS will prepare a Fugitive Dust Mitigation Plan (Dust Plan) for Design Phase 1 of the Project in compliance with the San Diego County Air Pollution Control District Regulations to reduce particulate matter less than 10 microns (PM₁₀) and PM less than 2.5 microns (PM_{2.5}) emissions during any excavation/construction activities. Rule 55 (Fugitive Dust Control) applies to any commercial construction or demolition activity capable of generating fugitive dust emissions, including active operations, open storage piles, and inactive disturbed areas. Activities subject to this regulation are also subject to the applicable requirements of Rule 50 (Visible Emissions) and Rule 51 (Nuisance). The Dust Plan will include, but not be limited to, the following:
 - i. Name(s), address(es), and phone number(s) of person(s) responsible for the preparation, submission, and implementation of the plan.
 - ii. Description and location of operation(s).
 - iii. Listing of all fugitive dust emissions sources included in the operation/activities.

- iv. Description of measures that will be implemented to reduce fugitive dust emission during construction/excavation activities to limit airborne dust beyond the property line as well as limiting track-out/carry-out.
 - b. The Dust Plan will be prepared and submitted to the City for one round of comments prior to finalization. The scope includes a single round of Plan revisions following client comments. The Plan will be maintained and implemented to ensure compliance with SDAPCD regulations.
- 3. Post Closure Maintenance Plan
 - a. Consistent with 27CCR, the LEA requires a post-closure maintenance plan (PCMP) due to the change in land use associated with the proposed development. The PCMP will address changes to the monitoring, inspection, and maintenance plan for the Site resulting from the proposed developments for Design Phase 1 of the Project.
 - b. Under this task, SCS will perform the following:
 - i. Review information on planned Site improvements including, but not limited to, grading and drainage, final cover, preliminary construction plans, and other relevant reports and plans.
 - ii. Consult with other team members regarding future Site improvement plans and phasing schedule(s).
 - iii. Review information on environmental infrastructure and landfill post-closure monitoring and maintenance provisions including permits and agency directives, Site topographic plan, environmental monitoring and control system plans, and water quality and landfill gas (LFG) monitoring reports.
 - iv. Consult with the City regarding current post-closure monitoring and maintenance provisions for the final cover and drainage systems, leachate and LFG monitoring and control systems, and water quality monitoring programs.
 - v. Prepare a Plan to include: descriptions of current and planned Site uses and facilities (including phasing plans, as applicable); as-built plans and descriptions of environmental control and monitoring systems; descriptions of procedures and processes used to maintain, monitor and inspect the Site for the post-closure period; operation and maintenance provisions for the LFG control system; and monitoring and reporting requirements.
 - c. A draft version of the Plan will be prepared for the City's review. One round of review comments will be incorporated into the final version and submitted to the LEA and RWQCB.
- 4. Post Closure Land Use Plan
 - a. Consistent with 27CCR, the LEA requires a post-closure land use plan (PCLUP) due to the change in land use associated with the proposed development. The PCLUP will address changes to multiple elements of the landfill, including descriptions of proposed site improvements, landfill final cover and drainage systems, landscape plans, and gas monitoring and control systems for Design Phase 1 of the Project.
 - b. Under this task, SCS will review existing regulatory documents, including but not limited to, landfill permit documents, post-closure inspection, monitoring and maintenance plans, environmental containment features, and proposed improvements for the Site.

- c. SCS will consult with other members of the team regarding future site improvement plans and phasing schedule. We assume that preliminary Site development plans (current and proposed topography/grading, roadways, utilities, and preliminary layout of structures, elevation and foundation plans) will be made available to SCS by others for inclusion in the PCLUP.
 - d. The PCLUP will include:
 - i. Descriptions of current and planned Property uses and facilities (including phasing plans, as applicable);
 - ii. Descriptions of environmental control and monitoring systems;
 - iii. Proposed conceptual construction drawings.
 - e. A draft version of the Plan will be prepared for the City's review. One round of review comments will be incorporated into the final version and submitted to the LEA and RWQCB.
 - f. Please note that based on discussion with the Client regarding Project scope, landfill gas (LFG)/combustible gas mitigation and monitoring design consistent with 27CCR is not going to be required and therefore no associated scope or budget has been included in this Proposal.
5. Hazardous Substances Management Plan
- a. SCS will prepare a Hazardous Substances Management Plan (HSMP) for Design Phase 1 of the Project for submission to the LEA for review and comment. The HSMP will provide methods and discussion for the general management of hazardous materials/wastes including burn ash prior to the start of any earthwork within the Project in accordance with applicable regulations including: 49 Code of Federal Regulations (49 CFR), 40 Code of Federal Regulations (40 CFR), California Code of Regulations, Title 22 (22 CCR), California Code of Regulations, Title 19 (19 CCR), California Health and Safety Code, Chapter 6.5 (HSC), Uniform Fire Code (UFC).
 - b. The HSMP will provide proposed methods to store, manage, and dispose of hazardous waste including burn ash waste on-Site presumably in stockpiles prior to disposal that is generated via excavation during the course of the Project. The HSMP will discuss the anticipated off-Site, properly permitted facility(ies) intended to receive hazardous waste along with the disposal method(s) (i.e., Class I, II or III Landfill).
 - c. Implementation of the HSMP will require the documentation and reporting of laboratory testing procedures that may be completed along with the following submittals:
 - i. Hazardous Waste Storage Logs submitted weekly.
 - ii. Chemical Release Spill Report Forms periodically during Work, as necessary.
 - iii. Hazardous Waste Disposal and Laboratory Testing, as needed.
 - iv. Draft Hazardous Waste Manifests for approval submitted prior to scheduling disposal.
 - v. Two legible copies of each Hazardous Waste Manifest used submitted immediately after receipt from the transporter.
 - vi. Copies of all other disposal receipts and documentation, such as Bills of Lading, submitted immediately after receipt from the transporter.
 - vii. Copies of analytical test data submitted within 1 Working Day of receipt from the laboratory.

- viii. Approved waste profiles submitted prior to scheduling disposal.
- d. The level of documentation and reporting required during and after implementation of the HSMP is currently unknown, so SCS has included a working budget to address these requirements including 5 hours of time. If the ultimate amount of regulatory required documentation and reporting exceed this budgeted amount Client approval to utilize remaining available budget out of time and materials tasks in the Agreement such as Task 6 will be requested.

FUNDING PHASE 2

Task 7 – Bidding Support

1. Respond to Bid RFI's and issue Addenda.
 - a. Response to Bid RFI's
 - b. Addendums (if necessary) – scope and fee to be determined when necessary

Task 8 – Construction Administration

1. Respond to RFI's, prepare LASI's, and issue Construction Changes.
 - a. Pre-Construction Meeting
 - b. Response to Construction RFI's
 - c. ASI and/or Construction Changes – scope and fee to be determined when necessary
 - d. Site Observations: Includes landscape architectural site observations, structural observation reports, and geotechnical observations, testing, and special inspections.
 - e. Construction Staking (Per PM Approval): Construction staking for control points. Consultant shall provide horizontal and vertical survey control based on the same survey control utilized during design. This task to include the setting of up to five (5) survey control points one (1) time only. This task will also include the staking of curb and structures one (1) time only. Consultant has anticipated forty-eight (48) hours field time and 12 hours of office time for this task. Any additional staking will be charged at \$3,050 per day.
 - f. Final Punch List
2. Geotechnical Testing and Observations:
 - a. Review project plans and specifications: NOVA will review the grading and foundation plans submitted for approval prior to construction to verify conformance with the recommendations provided in the geotechnical report. The principal engineer and soil technician will familiarize themselves with the approved project plans and specifications and coordinate with the general contractor who will perform the work. This task includes attendance by NOVA's principal engineer/geologist at the pre-construction meeting with the grading contractor and the owner's representative.
 - b. Field Observation and Testing During Excavation, Foundations, Backfill, and Grading: NOVA will provide continuous observation and testing during excavations and grading of the site, including underground utilities, as required by the California Building Code (CBC). Soil compaction testing will be performed by a soil technician using a nuclear gauge or sand cone apparatus to evaluate soil compaction. We also assume that the senior engineer/geologist will visit the site periodically to observe fill placement activities, coordinate with the soil technician, and review footing and other

- excavations. At the end of each working day, NOVA will provide a daily field report to the project team as documentation of the services performed/observed; documentation of compliance with project plans, specifications, and geotechnical recommendations; and hours worked. Laboratory Testing of Materials During Construction: Geotechnical laboratory testing will be required for the evaluation of earth materials and for reference curves for soil compaction. We anticipate performing the following laboratory testing for this task: Soil Classification (ASTM D2487) for fill material conformance
- i. Maximum Density and Optimum Moisture (ASTM D1557) for reference soil compaction curves
 - ii. Soil Expansion Index
- c. Preparation of Final As-Graded Report: NOVA will prepare a final as-graded report for the project in accordance with applicable guidelines at the completion of the grading activities for the project. The report will include, at a minimum: (i) a site plan showing the location of each compaction test, (ii) results of laboratory testing, (iii) a summary of observations made during grading, and (iv) a statement indicating that the services performed were in compliance with the project plans, specification requirements, and project geotechnical recommendations.
- d. Project Oversight and Consulting: Technical field services by our soils technicians will be performed under the direct supervision of NOVA's principal and staff engineers/geologists. This person will review field reports daily to check for compliance with the project plans, specifications, and geotechnical report. The principal engineer/geologist will closely coordinate with the soil technician throughout the duration of the project and provide timely, as-needed engineering support during construction.
- e. Special Inspection and Materials Testing Services: Special inspection and testing services will be provided in accordance with the 2022 California Building Code (CBC).
- i. Reinforced Concrete, Post-Tension Concrete, Post-Installed Anchors: Reinforcing steel, post-tension tendon, and anchor bolt placement will be verified against the approved project plans by our special inspector.
 - ii. Concrete sampling during placement of concrete with a specified compressive strength greater than 2,500 pounds per square inch will be performed. This includes slump testing and preparing sets of five compressive strength test specimens per ASTM C39, ACI 318, and CBC Section 1905.6. (Seven cylinders will be cast per set for post-tensioned slab placements).
 - iii. Test cylinders will be cast for every 150 cubic yards placed each day, or a fraction thereof.
 - iv. Epoxied and mechanical anchor installation will be observed for proper placement procedures including for ceiling grids and exterior cladding.
 - v. The tensioning process of the post-tension cables will be observed and documented.
3. Site Visits: A total of twelve (12) site visits are anticipated during this task. Each will be followed by a detailed set of field notes or a punch list.

SDG will be available for up to one hundred and ten (110) hours.

Civil Sense will be available for up to forty-four (44) hours.

AARK will be available for up to 5 structural RFIs, construction sketches as required for RFI responses, and up to 5 submittal reviews (Maximum of two review cycles per submittal)

VCL will be available for up to twelve (12) hours. Four site visits are anticipated for CCTV design.

Task 9 – Project Closeout

1. As-Built Plans: The design team will prepare final record as-built plans for City and agency approval. The plans will be based on the contractor’s redline mark-ups of the approved bid plans. Deliverables shall include as-built plan set and CAD files.
2. Miscellaneous project closeout tasks.

4.0 PROJECT ASSUMPTIONS AND EXCLUSIONS – DESIGN PHASE 1

This proposal has been prepared with the following assumptions and exclusions:

1. Designing to LEED or SITES standards and/or associated documentation are excluded.
2. Design Phase 1 will not require entitlement approvals (i.e. general development plan amendment or approval, etc.).
3. Attendance at any additional meetings not already identified in the scope above will be considered additional. Additional meetings will be billed on a time and materials basis.
4. Additional submittals not specifically outlined in this scope of work will be considered additional services.
5. The design team assumes that the existing restroom and concessions building meet current standards. If ADA improvements and modifications are required, this would be an additional service.
6. Value engineering after the 100% construction document submittal is excluded.
7. All plan processing and permit filing fees or other administrative fees shall be paid by the City.
8. We anticipate that street frontage improvements or additional trees will not be required on public streets.
9. Master Bid forms are not included.

PROJECT ASSUMPTIONS AND EXCLUSIONS - CIVIL, HYDROLOGY, AND SURVEY

This proposal has been prepared with the following assumptions and exclusions:

1. Environmental permit processing is excluded.
2. Government agency fees for processing permits are not included. These are to be provided by the Owner.
3. The street improvement plan, horizontal plan, and precise grading plan sheets are going to be permitted in a single plan set with the overall grading permit. It is anticipated this grading plan will be permitted by the Engineering and Capital and Improvement Projects (CIP) Department and then will be submitted to the City Development Services Department (DSD)

for review. If street improvements and civil building plan sets are required for separate reviews and permitting, then a separate change order will be needed to perform this scope of work.

4. No creek-related scope of work is anticipated for Design Phase 1. Any potential creek impacts, or mitigation requirements associated with Design Phase 1 improvements will need a separate change order in order to perform the scope of work.
5. ADA improvements east of the project site and at Chollas Station Road assumes that only ADA parking stalls are going to be designed outside of the limits of the park's perimeter fencing. The plan will show the area to be demolished for these parking spaces, the street improvements, any necessary retaining walls, and striping.
6. Assume existing culvert does not need to be extended.
7. Attendance at any additional meetings not already identified in the scope above will be considered additional. Additional meetings will be billed on a time and materials basis. Additional submittals not specifically outlined in this scope of work will be considered additional services.
8. Coordination of Letters of Permission for off-site grading is excluded.
9. Environmental permit processing is excluded. Government agency fees for processing permits are not included. These are to be provided by the Owner. Non-standard retaining wall and bridge details and structural calculations are not included.
10. Sewer and water capacity studies are not included.
11. Sewer and water fixture unit computations for meter and utility sizing are excluded. Sizing will be established by the MEP.
12. Haul route is not included.
13. A colored technical site plan is not included.
14. Excludes Fire Safety Plan and Onsite Fire Service Design.
15. Excludes traffic modification and signal plan. Traffic control to be deferred by contractor.
16. The Chollas Reservoir including outlet works and relevant storm drain plans will need be provided by the City. If this information is not available and additional study/modeling is needed, it will be considered an additional service.
17. Assume Chollas Reservoir Branch hydrologic and hydraulic analysis are not required in Design Phase 1 and will be performed during Design Phase 2 scope of services.
18. Survey Mobilizations: Scope of Services are priced to be performed in mobilizations of four (4) hours or more. Requests not deemed to meet the four (4) hour minimum will be charged as an additional service. Additional crew hours required to meet the four (4) hour minimum will be charged as additional services.
19. Survey Re-staking: Scope of Services are to be performed one time unless otherwise stated. Re-staking will be treated as an additional service. Any additional staking will be charged at \$3,050 per day.
20. Owner will provide updated Preliminary Title Report.
21. Dry utility line staking, form or storm drain certifications, potholing of existing utilities, physical location of existing underground utilities, setting of any monuments lost during construction activities, record of Survey map or a Post Construction Corner Record document are excluded.
22. The soils report/infiltration study will need to be provided by others.

23. Relevant culvert/bridge plans or survey information will need to be provided by the City.
24. Geotechnical investigations to be performed by Nova Engineering.
25. Hazardous waste investigations to be performed by SCS Engineering.
26. Consulting services relating to the following tasks are specifically excluded:
 - a. Re-stake beyond what is noted in the scope and fee per PM Approval.
 - b. Dry utility line staking
 - c. Form or storm drain certifications
 - d. Potholing of existing utilities
 - e. Physical location of existing underground utilities
 - f. The setting of any monument lost during construction activities
 - g. Record of Survey map or a Post Construction Corner Record document
 - h. Any other services not specifically set forth in the above scope of services.

PROJECT ASSUMPTIONS AND EXCLUSIONS - NOVA SERVICES, INC.

This proposal has been prepared with the following assumptions and exclusions:

1. The cost estimates provided herein are based on NOVA's best guess assumptions in accordance with the current information available and on an 18-month construction duration for each of the two phases.
2. NOVA will make reasonable efforts to locate surface and subsurface utilities to prevent accidental damage to utilities during subsurface exploration activities. NOVA will contact USA to obtain utility locations within the boundaries of the investigation area. A private utility locating contractor will also be notified. NOVA will not be responsible for costs related to damage to any underground utility lines or structures.
3. Exclusions for Geotechnical testing and observations: Shotcrete, masonry, liner watertight testing, and asphalt.
4. Infiltration testing beyond base scope of work shall be considered and additional service.

PROJECT ASSUMPTIONS AND EXCLUSIONS - GREAT ECOLOGY

Please see the attached full scope and fee proposal from Great Ecology for all assumptions and exclusions.

PROJECT ASSUMPTIONS AND EXCLUSIONS - Visual Concepts Lighting, INC.

This proposal has been prepared with the following assumptions and exclusions:

1. Acceptance testing for final inspection by others.
2. Utility coordination for the library and rec center by others.
3. Book specifications have not been needed for any electrical plans we have designed for the City. All specifications shall be included in the plan sheets.
4. Plan submittal and fees shall be the responsibility of the plan processor or the client's agent.
5. Permit fees by others.
6. Commissioning of CCTV system by others. This includes integration and programming of proposed system.
7. Utility coordination for communication service by others as required.

PROJECT ASSUMPTIONS AND EXCLUSIONS - AARK Engineering

This proposal has been prepared with the following assumptions and exclusions:

1. All other site structures not specifically identified in the Project Elements listed above are excluded.
2. A site-specific geotechnical report signed by a geotechnical engineer licensed in the State of California will be provided by others for AARK's use.
3. Sports field lighting foundation design will be provided by manufacturer.
4. Value engineering services are excluded.
5. Site visits during construction are excluded.
6. Services to address revisions to structural design due to contractor errors or omissions during construction or unforeseen conditions discovered during construction are excluded.
7. Processing of documents through DSD, including all associated fees, will be provided by others.

PROJECT ASSUMPTIONS AND EXCLUSIONS - SCS Engineers

This proposal has been prepared with the following assumptions and exclusions:

1. Please note that this Agreement does not include any costs to implement environmental plans such as the Soils Management Plan or the Dust Mitigation Plan. Implementing these plans includes costs for field staffing to provide environmental monitoring, laboratory costs for sample analyses, and equipment costs. We are not currently in a position to scope field implementation activities because all of the final regulatory requirements for the Project have yet to be defined, we currently don't know the quantity of waste that will be generated, and currently no construction schedule for the Project to base staffing costs on.
2. The budget includes limited time for project management activities, such as planning, Client communication, and liaison, project status updates, and budget and invoice review by the Project Manager.
3. No hazardous concentrations of chemicals requiring immediate remedial activities will be encountered during the field program.
4. The budget and schedule for the proposed services have been estimated on the basis of the following assumptions:
 - a. No scheduling or other unforeseen difficulties in obtaining data are encountered.
 - b. SCS will not be denied access nor be restricted in work hours performed at the Site, except that work hours will be dependent on the park's hours.
 - c. Unless specifically identified in our Agreement, client or agency meetings and teleconferences requested by the client will be billed on a time and materials basis.
5. Title 22, California Code of Regulations, will serve as the appropriate reference for assessing what is a hazardous waste.

FUNDING PHASE 3

SCOPE OF SERVICES – DESIGN PHASE 2

1.0 SCOPE OF SERVICES FOR DESIGN PHASE 2

The Scope of Services is listed below and shown on the existing General Development Plan (GDP) in Figure 1. Design Phase 2 includes:

- Creek enhancements include pedestrian access, native plantings, and grading, demolition & removal of debris to improve riparian habitat and water quality. Extension of the paved road and parking with vehicular bridge over the creek to connect the park road to the street via the west end of the park, and new pedestrian bridges over the creek. Also, on the west end, new basketball courts, lawn/picnic area and connection to the entry by the future library. A new entry with parking lot, overlook area with stabilizing retaining walls, and pedestrian access to Juanita Street and adjacent school at the north side of the park. Upgrades to the surrounding trails and landscape; and new open lawn; new parking lot on the east side of the park. Finalize the dog park feature and provide accessible path of travel to new improvements and parking lot of Design Phase 2.
- Brownfield Status: The project site is located on the brownfield site known as the North Chollas Burn site (NCBS), which is a closed solid waste disposal site (SWIS Facility File Number 37-CR-0054) currently under the regulatory oversight of the San Diego Solid Waste Local Enforcement Agency (LEA) and the San Diego Regional Water Quality Control Board. Because of this, any groundbreaking work and development including irrigation must meet LEA requirements and Title 27 of the California Code of Regulations (CCR) Section 21190 standards. The NCBS was operated by the city between 1946 and 1950 and then again between 1967 and 1968 as a bale-fill operation. The adjoining South Chollas Municipal Solid Waste (MSW) landfill began operations in 1951. In the 1970s, burn ash deposits were reconsolidated into berms in preparation for development into a MSW landfill. In 1980, planning to develop the NCBS into a MSW landfill was terminated. South Chollas Landfill ceased operations in 1981 and is under regulatory oversight with a landfill gas collection, control, and monitoring program currently in place. The NCBS received a clean closure status from the LEA in June of 1996 after burn ash waste mitigation efforts in 1995 utilizing an allowable lead concentration in soils of 300 mg/kg.

2.0 DELIVERABLES / SCOPE OF SERVICES FOR DESIGN PHASE 2

Task 10.1 – Project Initiation

1. Kick-Off Meeting: The design team will attend a kick-off meeting with City staff and Parks and Recreation representatives to review the project goals, schedule, process, and budget. This meeting will establish direction for this project, project schedule, and discuss preliminary programming requirements for the park.

2. **Site Visit:** The design team will visit the site to further evaluate existing conditions and facilities, drainage patterns, existing utilities, pedestrian and vehicular circulation patterns, surrounding land uses, and existing vegetation. We anticipate a total of one (1) site visit.
3. **Project Schedule:** A comprehensive project schedule will be developed at the start of the project including estimated duration for the completion of each task. The schedule will be distributed to City staff and the consultant team as needed throughout the project.
4. **Research and Understanding:** SDG will conduct a review of all available reference materials and documents that apply to the project. This includes previous planning studies, as-built documents related to the site, and City guidelines.

Task 10.2 – Survey and Mapping Services

The Alyson Consulting team will provide the following services:

1. **Tree Locations Within Design Phase 2:** Locate all trees along Chollas Creek with a trunk diameter of 4-inches or greater.
2. **Chollas Creek High Water Mark Within Design Phase 2:** Locate the high-water mark for Chollas Creek to be marked out by the project biologist.
3. **Supplemental Topographic Surveys:** Perform conventional field topographic surveys at the discretion of the engineer in areas that are obscured from the aerial survey. This will include areas that require added accuracies. This task to include two (2) field days and office support.
4. **Dry Utility Mark Out and Location:** Provide one (1) day of underground utility mark out to show the dry utilities in the parking area. This will also include the survey locations of the utilities and adding them to the project CAD file.
5. **Final Deliverable:** Prepare a final AutoCAD base map showing the supplemental surveys, tree locations, high water mark locations and dry utility locations will be provided in a separate AutoCAD file.

Task 10.3 – Schematic Design and Community Meetings

1. **Schematic Design:** SDG will prepare one preliminary schematic design plan illustrating initial proposed Design Phase 2 uses and treatments for the site. This plan will be hand rendered, in color, and illustrate the project's Design Phase 2 improvements for presentation to the City and Parks and Rec staff.
2. **Schematic Civil Engineering:** Civil Sense will generate a CAD site base compiling linework from the survey and mapping as well as as-built record drawings of both existing wet and dry utilities within the project limits. Civil Sense will provide preliminary grading CAD files showing contours and any major grading elements.

3. City Meeting: SDG will meet with the City and P&R staff to review the concepts. Revisions to the plans will be made based on feedback received.
4. Final Schematic Design Plan: The Final Schematic Design Plan will be developed based on the input received. The schematic design will be color rendered and suitable for presentation purposes.
5. City Meeting: SDG will meet with the City and P&R staff to review the final schematic plan. One (1) minor refinement to the Final Schematic Design is anticipated based on feedback received.
6. Coordination Meetings: SDG will attend meetings requested throughout the design process. We anticipate a total of (2) meetings with the design team and City during this phase.

Task 10.4 – Design Development Phase (30% Design Submittal)

Once the final schematic design has been approved, the design team will incorporate any comments and recommendations into the design and prepare design development level drawings for review and submittal for a Site Development Permit. The following will be prepared in accordance with City of San Diego standards:

1. Title sheet: Civil Sense will prepare a title sheet and key map.
2. Existing Condition and Demolition Plan: Civil Sense will prepare a 1-inch = 20-foot scale plan showing layout of anticipated limits of clearing and grubbing and demolition of existing hardscaping. Existing monumentation and easements will also be provided.
3. Grading and Drainage Plans D-sheets: Civil Sense will Grading and Drainage Plans D-sheets: Prepare a 30% Grading and Drainage Plan which reflects graded slopes, storm drain improvements, BMPs, earthwork quantities, cross sections, details and notes for the proposed New Road and prefabricated bridge from library to existing ballfields, hard courts near the library, new sports fields and parking on the east side of the site, creek enhancements, and parking and park improvements at Juanita Street.
4. Onsite Wet Utility Plan: Civil Sense will prepare a 1-inch – 20-foot onsite water plan to be reviewed by the City Mechanical Review Department. Existing wet utilities will be shown as reference. No sewer design will be required per City’s RFP. On-site fire service design is not included.
5. BMP Site Plan: Civil Sense will provide a 30% post-construction structural, site, and source control BMP site plan layout, notes, and details.
6. Geotechnical Recommendations D-Sheet: Civil Sense will generate a layout and notes sheet to provide recommendations in conformance with the geotechnical report, as well as outline the limit of grading work.

7. Horizontal Control Plan: Civil Sense will prepare a 30% horizontal control plan at 1-inch = 20-foot, which includes dimensions and design data tables. Also included are dimensions for building setbacks and separations, hatching for designation of structural sections as provided by the Geotech, and designation of the onsite ADA path of travel.
8. Survey Deliverables Checklist: Per the 'Engineering and Capital Projects' Survey Deliverables Checklist, Civil Sense will provide alignment reports on plans for proposed improvements (Stations and Coordinates with Bearings and Angles formatted to Degrees, Minutes, and Seconds) Assume 4-5 sheets to address survey requirements. Preparation of sheet drawings only is included.
9. Hardscape Plans: SDG will develop plans reflecting the locations, patterns, sizes, materials, colors, and finishes of pedestrian hardscape elements. The amenity spaces will be further refined and detailed. SDG will prepare design development level finish schedules and legends.
10. Site Lighting and Electrical Plans: Visual Concepts Lighting will provide a conceptual lighting plan, showing light locations per a photometric lighting study. Coordinate with landscape architect up front to dial in styles that complement their theme. Lighting shall be designed for the parking lots, entrance road to west parking field, pedestrian trails, plazas, and lighting on bridge over creek. Parks and Recreation standards of 0.5-foot candle minimum shall be applied.
11. Irrigation Plans: SDG will develop irrigation mainline diagrams with details as required to evaluate construction costs. Irrigation meter, backflow, and controller locations will be coordinated with the Civil Engineer, and Electrical Engineer.
12. Planting Plans: SDG will develop preliminary planting plans indicating locations, species, and sizes of plant materials. A planting legend will be developed and include common name, botanical name, and proposed container size.
13. Landfill Consultation: SCS will review draft project design plans and provide recommendations based on solid waste regulations and permitting requirements. SCS will provide construction details for utility installation within the waste footprint.
14. Outline Specifications: SDG will develop outline specifications for the project's pedestrian hardscape, landscape, and irrigation improvements in CSI format.
15. Opinion of Probable Construction Costs: The design team will provide an estimate of probable cost.
16. Meetings: We anticipate attending up to six (6) meetings total; attended by two (2) SDG staff. Refer to Meetings Task.
17. Site Development Permit: SDG will prepare site plans to include in the Site Development Permit submittal. We anticipate up to two rounds of review and revisions.

Task 10.5 – Technical Studies (30% Submittal)

The Design team will prepare the following 30% technical studies to support the CEQA document including:

1. Preliminary Drainage Study: Chang Consultants will prepare a drainage study for existing and proposed conditions. Up to one detention basin will be analyzed. The study will be performed for the 30% design initially followed by the 60% to final. This assumes a single park design.
2. Preliminary SWQMP: Chang Consultants will prepare a Storm Water Quality Management Plan. The study will be performed for the 30% design initially followed by the 60% to final. An infiltration study will be provided. This assumes a single park design. This assumes that the rest of the site design will remain the same, and may require modeling of three BMP types, not three different park designs.
3. Preliminary Chollas Reservoir Branch Hydrology: Perform a hydrologic analysis to determine the 100-year flow rate in Chollas Reservoir Branch. The Chollas Reservoir including outlet works and relevant storm drain plans will be provided by the City.
4. Preliminary Chollas Reservoir Branch Hydraulic: Perform a 100-year HEC-RAS hydraulic analysis of Chollas Reservoir Branch to determine the base flood elevations along the site. Relevant culvert/bridge plans or survey information will be provided by the City.
5. Drainage Study/SWQMP Processing and Coordination: Civil Sense anticipates up to four (4) hours and Wayne Chang anticipates up to twenty-two (22) hours for this phase.
6. Historical Environmental Data Compilation (Landfill): SCS will review the survey results and the associated GIS information to identify overlap between the extents of the Project and the NCBS. SCS will complete a public records request to obtain, inventory, and review environmental documentation and regulatory communications pertinent to the NCBS and Project to inform the completion of a soil data compilation and assessment of current conditions within the extents of the Project. The assessment and compilation of current conditions will be necessary to advise soil excavation procedures and implementation of safety protocols for on-Site workers, on-site NCCP users, and the adjacent community discussed in the Community Health and Safety Plan (CHSP) prepared for the Project.
7. Geotechnical Investigation (Nova): The purpose of our services will be to address the geotechnical issues of the proposed Design Phase 2 development scope. Specifically, our scope of work will consist of the following:
 - a. Review relevant geologic maps and other readily available literature pertinent to the geotechnical conditions at the site.
 - b. NOVA will prepare a work plan for the field investigation.
 - c. Coordinate site access.
 - d. Mark the boring locations in accordance with Underground Service Alert (USA) requirements.

- e. Hire a private utility locator to mark potential subsurface conflicts at the boring locations.
- f. Drill five to six borings to depths up to 20 feet below the ground surface (bgs), or practical refusal, whichever occurs first, using a truck-mounted drill rig equipped with a hollow stem auger. A NOVA geologist will log the borings and obtain samples for examination and laboratory testing.
- g. Drill four percolation test borings (for two BMP locations) to a depth of about 5 feet bgs for infiltration testing in areas of potential stormwater BMPs.
- h. NOVA will subcontract SCS, the project environmental engineer, to perform soil sampling and screening contemporaneous with NOVA's field investigation. SCS will also perform environmental laboratory analyses of composited soil samples on the site history and anticipated contaminants.
- i. Assess groundwater levels, if encountered.
- j. Backfill the borings in accordance with San Diego County Department of Environmental Health requirements, if applicable.
- k. Perform laboratory tests on selected soil samples.

Note: Conceptual locations of permanent stormwater infiltration BMPs are not currently known. This proposal provides for planning phase percolation testing at up to three prospective stormwater BMP locations across both Design Phase 1 and 2. The City of San Diego may require 'design-phase infiltration testing' when BMP locations are finalized by the civil engineer. If required, design-phase infiltration testing can be completed at that time in coordination with the project civil engineer. Design phase infiltration testing may require an additional mobilization of equipment and personnel, incurring additional project costs. This would require a separate proposal.

8. Geotechnical Report Update: Nova will prepare a supplemental update report that will update the subsurface investigation map, boring logs, and laboratory test results to include both Design Phase 1 and Design Phase 2. We will submit an electronic copy of the update report. The report will include updated conclusions and recommendations.
9. Environmental Oversight, Screening, Sampling, and Analysis: NOVA anticipates that the near subsurface materials may contain environmental contamination. Nova and SCS will complete environmental oversight, soil screening, and sampling by SCS during the geotechnical investigation and subsequent laboratory analyses of composited soil samples.
10. Non-Hazardous and RCRA-Hazardous Soil Disposal: Soil cuttings generated during the subsurface exploration may be affected by hazardous or regulated substances. SCS will conduct special testing to segregate and containerize the soils for disposal. This task assumes disposal of one "RCRA hazardous" drum and three non-hazardous drums. Per the project environmental engineer, we are assuming Level C PPE for fieldwork.
11. Per indications of the project environmental engineer, we are assuming Level C PPE for fieldwork.
12. Geotechnical Design Development Services (Nova): Design development tasks are services that NOVA provides after the geotechnical report has been completed, such as responding to city review comments, design team meetings, answering questions from the design team, and reviewing plans and specifications.

Task 10.6 – Environmental Services (30% Submittal)

The Great Ecology Team's primary objective for Design Phase 2 will be the development of comprehensive technical documentation to support the City's preparation of an independent CEQA document, with a focus on Chollas Creek and its associated environmental considerations. The documentation prepared by Great Ecology's Technical Experts will identify any significant environmental impacts and provide a rationale for mitigation measures necessary to reduce impacts to a less-than-significant level, where necessary. Given the expanded Project footprint anticipated in Design Phase 2, the Team will address an in-depth scope of environmental permitting requirements and will provide specialized design support to ensure compliance with all relevant regulatory standards. This comprehensive approach is intended to streamline the CEQA review and approval process, facilitating timely Project advancement. Several of the tasks outlined are optional, and subject to approval by the City's Project Manager (PM) and are identified as such (Per PM Approval).

Deliverable(s)

The Great Ecology Team will prepare technical analyses and documentation to support the City's development of the Design Phase 2 CEQA Document. This documentation will identify any significant environmental impacts and provide a rationale for mitigation measures necessary to reduce impacts to a less-than-significant level. The following list of deliverables will be described in the corresponding subtasks below:

- CRTR
- Noise Assessment and Report
- BRTR

1. Technical Reports for ECC Preparation of CEQA Document

a. Cultural Resources Survey and Report

- i. The Great Ecology Team will review prehistoric and historical background information, perform a records search, conduct a field survey and prepare a CRTR for the proposed Project site. The surveys and report will follow standard CEQA guidelines.
- ii. Prior to field survey, the Great Ecology Team will conduct a desktop review of archaeological, ethnographic, and historical literature that will provide a contextual understanding of the area's history and past land uses. GIS vicinity maps of the proposed Project utilizing historic-period and current aerial images will be created for use during records search, prehistorical and background research, SLF search, and field survey. Historical and archaeological records will be requested from the SCIC to assess the cultural sensitivity of the area. Additionally,

a SLF search will be requested from the NAHC to provide a list of tribal contacts to the City.

iii. Archeologists will conduct a field survey of the Project site to inspect the ground surface, record significant features, and document the vegetation, soil, and land use. A report summarizing the findings from the field survey and the historical significance of identified resources as well as any mitigation recommendations will be presented in the CRTR.

iv. Cultural Monitoring for Geotechnical Reconnaissance Surveys (Per PM Approval): If required, The Great Ecology Team will conduct cultural monitoring for geotechnical reconnaissance surveys in compliance with the City's conditions, Information Bulletin 560, and regulatory standards. This effort will involve ongoing coordination with the Client and the City to address any cultural resource concerns. Prior to field activities, the Great Ecology Team will request and review relevant documents and maps related to geotechnical surveys and borehole locations to assess potential impacts on ESL and historic resources within the Design Phase 2 Project boundaries. During ground disturbance activities associated with geotechnical surveys and borehole drilling, a qualified cultural monitor will be present to ensure that no ESL or historic resources are impacted. If any potential cultural resources are identified, they will be documented in accordance with regulatory guidelines. Following the completion of monitoring, the Great Ecology Team will prepare a letter report detailing the methods, findings, and any impacts to archaeological sites or ESL resulting from the geotechnical activities. This report will be included as an appendix to the Cultural Resources Technical Report and submitted to the City and relevant agencies as necessary.

v. Deliverables: The Great Ecology Team will submit to the City a Draft CRTR, with the inclusion of the monitoring findings report if required. The Great Ecology Team will prepare a comment/response tracker to accompany the Draft CRTR. The Great Ecology Team will provide up to two revisions in response to comments from the City. Additionally, the Great Ecology Team will provide a list of tribal contacts for submission to City for the AB 52 process. The Great Ecology Team will submit a Final CRTR to be included with the Public Review Draft IS/MND.

b. Noise Assessment and Report

vi. The Great Ecology Team will conduct a field survey, evaluate noise and vibration impacts associated with construction and operation of the proposed Project, and prepare a NIAR. The noise specialist will conduct site reconnaissance to understand the acoustic characteristics of the proposed Project and surrounding area and quantify ambient noise levels based on short-term (up to one-hour) sound level measurements at up to six locations at or near the closest noise-sensitive land use(s). The measurements will be conducted using a calibrated type one or two integrating sound level meter that conforms to ANSI requirements. Traffic counts will be conducted as appropriate to collect the required level of data for the noise assessments during the survey.

- vii. The results of the survey will be used along with proposed Project and construction information provided by the City to evaluate the anticipated construction noise and vibration at adjacent sensitive receptors. Sensitive receptors will include suitable habitat occupied by noise sensitive wildlife species. Construction noise and vibration impacts will be evaluated based on the schedule and duration of construction activities, type and number of equipment pieces used, and the proximity of receptors to operations. Noise levels will be compared to applicable noise level limits. Operational noise impacts will be estimated using the Cadna/A noise prediction model and evaluated against applicable noise limits at noise sensitive land uses. Feasible noise abatement measures based on acoustical calculations will be recommended, as necessary.
- viii. The results from the assessments will be presented in a NIAR that will describe the methodology of each assessment and anticipated impacts of the proposed Project as well as recommended abatement options.
- ix. Deliverables: GE will submit to the Client a Draft NIAR. GE will prepare a comment/response tracker to accompany the Draft NIAR. GE will provide up to two revisions in response to comments from the City. GE will submit a Final NIAR to be included with the Public Review Draft IS/MND.

2. Biological Resources Survey and Technical Report

- a. Great Ecology biologists will review existing data, conduct a field survey for biological resources—including vegetation, habitat, sensitive species, and aquatic resources—and prepare maps of sensitive resources and a Biological Resources Survey Letter to support a post-survey meeting and the Geotechnical Investigation. Great Ecology will prepare a BRTR to address potential impacts, avoidance measures, and mitigation strategies for the Design Phase 2 Project in compliance with CEQA guidelines, the City's Land Development Code, and regulatory standards.
- b. Prior to surveying the Project site, the Great Ecology Team will delineate the Biological Study Area (BSA), defined as the Design Phase 2 Project footprint, including the boring locations and access routes for the Geotechnical Investigation and a 100-foot buffer, and will conduct a desktop review of City-provided materials, publicly available biological resources databases (e.g., GIS data, aerial imagery, etc.) to identify potential biological resources (including potential habitat, special status species, and aquatic resources) that may be present on-site and impacted by the proposed Project. The proposed boring locations and access routes for the Geotechnical Investigation will be provided by Schmidt Group's Geotechnical Consultant (NOVA). The desktop review will include the development of a PTO table for special-status floral and faunal species that will inform the field survey effort. The results of the desktop analysis may indicate additional focused faunal or floral surveys not currently anticipated by this scope but that may be required for the development of the BRTR.

- c. Two qualified biologists will perform a field survey of the BSA to document biological resources present on the Project site. The biologists will document all faunal and floral species observed during the survey, map the vegetation communities and land cover types in the BSA, document special-status species and/or habitats that could support special-status species, and assess the aquatic resources present within the Design Phase 1 boundary. If aquatic resources are found within the Design Phase 2 boundary and will be directly or indirectly impacted during construction, then an official Aquatic Resource Delineation will need to be performed (see Task 2L.)
- d. After conducting the field survey for biological resources including vegetation, habitat, sensitive species, and aquatic resources, the Great Ecology Team will prepare a Draft sensitive resources map(s), a Draft impact table, a Draft photograph location map, and photographic documentation that are consistent with current City and regulatory agency standards. These deliverables will be presented to the City in a post-survey meeting to discuss the impacts of potential design on ESL. This meeting will include the City team, the Great Ecology Team, and the Schmidt Team to ensure alignment on potential impacts to biological resources on site. This discussion will address potential avoidance measures, relevant regulatory standards, and potential mitigation measures, prior to writing the BRTR.
- e. The results of the desktop analysis and field surveys specific to the Geotechnical Investigation will be presented in a Biological Resources Survey Letter to Schmidt and the City. The Biological Resources Survey Letter will include a site plan showing MHPA boundaries, vegetation types, access route(s), testing methods and locations, site photos, and any restricted areas requiring staking, flagging and/or fencing, in accordance with the City Land Development Code and Information Bulletin 560. The Biological Resources Survey Letter will identify any special-status faunal and floral species occurring within the borehole area or with potential to occur based on habitat presence, analyze potential impacts from the proposed Geotechnical Investigation on those species and habitats, address any impacts, and include measures to avoid, minimize, and/or mitigate the impacts, as required by the City.
- f. The results of the desktop analysis and field surveys for the BSA will be presented in the BRTR, which will identify any special-status faunal and floral species occurring within the BSA or with potential to occur based on habitat presence, analyze potential impacts from the proposed Project on those species and habitats, address any impacts, and include measures to avoid, minimize, and/or mitigate the impacts, as required by the City and wildlife agencies. In accordance with Information Bulletin 560, on-site biological monitoring will be implemented while the Geotechnical Investigation is performed to avoid or minimize effects on resources. A biological monitor will be present during geotechnical investigation activities to avoid or minimize potential impacts on biological resources in accordance with regulatory requirements. Great Ecology staff will attend a pre-survey site meeting with Geotechnical Consultants and observe the Geotechnical Investigation, including site access and boring.

- g. The following Subtask 2i outlines the focused surveys for special-status faunal species that have potential to be present at the proposed Project site and are necessary for the development of the BRTR. Additionally, subtask 2j involves the Aquatic Resources Delineation and Report, required by the USACE, CDFW, State Water Resources Control Board, and USFWS. Subtask 2k involves a no-take memo to be provided with the application for the CLOMR. The resulting reports from these surveys will be included as appendices in the BRTR
- h. Deliverables: Following the field survey, the Great Ecology Team will prepare a Draft sensitive resources map(s), a Draft impact table, a Draft photograph location map, and photographic documentation that is consistent with current City and regulatory agency standards. These deliverables will be submitted to the City no less than one week prior to the post-survey meeting. The Great Ecology Team will also submit a Photographic Survey and Biological Resources Survey Letter to Schmidt to include in the documentation package for the ministerial grading permit (Process One) for the Geotechnical Investigation. Following the post-survey meeting, the Great Ecology Team will submit a Draft BRTR to the City for review. The Great Ecology Team will prepare a comment/response tracker to accompany the Draft BRTR. The Great Ecology Team will provide up to two revisions in response to comments from the City. The Great Ecology Team will submit a Final BRTR to the City.
- i. LBV Protocol Surveys and Report (Per PM Approval)
 - i. If the BRTR concludes there is suitable habitat on site for LBV, and the habitat has the potential to be impacted by the Project, surveys are required per Appendix A of the City's MSCP Subarea Plan Guidelines. A qualified biologist will conduct at least eight LBV presence/absence surveys of all riparian areas and other potential LBV habitat between April 10 and August 31 in accordance with the USFWS 2001 LBV Protocol. The qualified biologist will survey all accessible areas in the proposed Design Phase 2 Project site, along with a 100-foot buffer on foot, record any detection of LBV, and plot the estimated location and extent of habitats utilized. Additionally, the numbers and locations of brown headed cowbird (*Molothrus ater*) within LBV territory, southwestern willow flycatcher (*Empidonax trallii extimus*), and yellow billed cuckoo (*Coccyzus americanus*) will be recorded and included in the final report. Any detection of LBV, flycatcher, or cuckoos resulting from the survey will be reported to USFWS by phone or email as soon as possible.
 - ii. GE will provide a report summarizing survey activities including an introduction discussing LBV biology, summarizing what is known of their occurrence in the vicinity, vegetation communities present, a description of the methods used, including any deviations from protocol, and survey results. GE will provide vicinity maps, habitat maps, vegetation acreages, detection maps, and other figures that illustrate important findings in the report.
 - iii. Deliverables: GE will submit a Draft USFWS 45-day LBV Survey Report to USFWS within 45 days of the last LBV survey. GE will submit a summary of all vireo survey efforts for the calendar year to USFWS by January 1 of the following year. The Final

LBV 45-day report will be included as an Appendix in the BRTR, per the 2018 Biology Guidelines in the City's Land Development Code.

j. Aquatic Resources Delineation and Report

- i. The Aquatic Resources Delineation Report (ARDR) will include documenting, sampling (soil pits), and mapping any aquatic resources within the proposed Project footprint plus a 50-foot buffer. Aquatic resources consist of vegetated and unvegetated channels, "ponded basins," wetlands, and riparian vegetation.
- ii. If aquatic resources are observed, qualified biologists will document the resources by filling out USACE Arid West beta Streamflow Data Assessment Method (SDAM) data forms, ordinary-high water mark (OHWM) data forms, and wetland data forms as appropriate. The wetland data forms will be filled out to document three parameter wetlands and adjacent non-three parameter wetlands to confirm the edge of the wetland. Areas with hydrophytic vegetation that do not have hydric soil and/or wetland hydrology parameters will be mapped as City wetlands. Riparian vegetation will be evaluated to determine if the area qualifies as a three-parameter wetland. Riparian vegetation is also regulated as a wetland under the City's jurisdiction and under CDFW streambed alterations. If vernal pools are documented during the biological and aquatic surveys and cannot be avoided, then focused amphibian and fairy shrimp surveys would likely be required.
- iii. The ARDR will include an introduction, the aquatic resources delineation methods, a summary of aquatic resources within the survey area, maps labeling the types of aquatic resources that were documented, a summary with recommendations, and appendices with the data forms and photographs of the aquatic resources.
- iv. Deliverables: GE will submit a Draft ARDR to the City for review. GE will prepare a comment/response tracker to accompany the Draft ARDR. GE will provide up to two revisions in response to comments from the City. The Final ARDR report will be included as an Appendix in the BRTR.

k. ESA Documentation for CLOMR

- i. After Subtasks 2i and 2j are complete, GE will prepare federal ESA "no take" document that will be submitted with the CLOMR. This document will outline the federal species that may be affected by Project activities, a description of surveys performed for these species, and an explanation of potential for "take" or "no take" from the implementation of the proposed Design Phase 2.
- ii. Deliverable: GE will submit a Draft and Final ESA documentation letter with supporting biological documentation.

3. Environmental Resources Permitting Management and Preparation:

- a. GE will manage, prepare, and submit permit applications and documentation for the following:
 - i. USACE Clean Water Act Section 404 Permit;
 - ii. California State Water Resources Control Board Clean Water Act Section 401 Water Quality Certification; and
 - iii. CDFW Section 1600 Lake or Streambed Alteration (LSA) agreement.
 - b. To ensure compliance with all state and federal regulations, the Great Ecology Team recommends early outreach and coordination with relevant agencies to establish the regulatory path for the Project. This will include pre-application consultation with USACE, CDFW, and the San Diego RWQCB to facilitate the development of Section 404, Section 401, and Section 1600 applications and required documentation. Currently, it is assumed that the Project will require the permits listed above. If pre-consultation with resource agencies reveals that additional or different permits would be necessary for the project, a change in scope, schedule, and costs will be required.
 - c. Deliverable: The Great Ecology Team will coordinate and lead Project pre-consultation meetings with USACE, CDFW, and the RWQCB. The Great Ecology Team will assemble and submit complete application packages for a USACE Section 404 permit, a CDFW LSA Section 1600 agreement, and a RWQCB Section 401 Certification. Additionally, the Great Ecology Team will facilitate and lead all agency coordination for the Project throughout the permitting process.
4. Revegetation Plan Support (Per PM Approval)
- a. The Revegetation Plan Support and CMP tasks serve distinct purposes within the environmental planning and regulatory process. A Revegetation Plan focuses on the selection, installation, and maintenance of vegetation to restore impacted areas, ensuring ecological functionality and compliance with regulatory standards. It is typically required as part of a project's final design and implementation phase and includes success criteria, maintenance schedules, and measures to protect biological resources. In contrast, a CMP is a higher-level planning document required when a project impacts sensitive biological resources and must outline mitigation measures to ensure compliance with the City's LDC, MSCP, and CEQA requirements. The CMP is developed before final Project approval and establishes a framework for mitigation site selection, habitat restoration, monitoring, and long-term management strategies. The City has requested the CMP as a task for this Project if required, ensuring mitigation planning aligns with regulatory expectations and Project-specific environmental considerations.
 - b. If a revegetation plan is required due to potential project impacts, Great Ecology will provide support and guidance on this task. Great Ecology's role in the Revegetation Plan will be a supporting role to advise, provide input, and review during Schmidt's preparation of the Revegetation Plan. This advisory role will take the form of meetings, email correspondence, and Revegetation Plan review. Great Ecology will not be participating in drafting any of the Revegetation Plans or Plan Language but will be participating in research and collaboration to provide Schmidt with ecologically sound guidance, consistent with the requirements of regulations, mitigation prescribed in the BRTR, and permit requirements.

- c. This guidance includes reviewing plant palettes, seeding methods, soil preparation, and invasive species management to align with site conditions and restoration goals. In addition, Great Ecology will advise on a maintenance and monitoring schedule with success criteria for vegetation cover, species diversity, and plant survivorship, tracking plant establishment, erosion control, and adaptive management needs to meet mitigation performance standards based on the BRTR and permit requirements. As part of this effort, Great Ecology will provide research and recommendations regarding ESCs for the restoration and rehabilitation of Chollas Creek, including recommendations for potential habitat enhancement or replacement. To protect biological resources, Great Ecology will provide guidance on seasonal restrictions, brush management zones, and habitat buffers to minimize impacts on sensitive species, ensuring alignment with the City's Biology Guidelines, Land Development Code, and fire safety regulations. Brush management zones will be recommended by Great Ecology and integrated into the Revegetation Plan by Schmidt to balance fire safety requirements with ecological sustainability, ensuring compliance with the City's Biology Guidelines, Land Development Code, and fire safety regulations.
 - d. The consultation process will involve three key components: (1) three collaborative 1-hour charette sessions to provide ecological design input for proposed design elements, the maintenance and monitoring schedule, success criteria, and protection of biological resources, during the concept, schematic, and design development phases; (2) review and supplementation of Schmidt Group's plant palettes with ecological recommendations at the concept, schematic, and design development phases; and (3) drawing and specification review of the Revegetation Plan at the 30%, 60%, 100%, and Final design milestones.
 - e. Deliverables: The Great Ecology Team will collaborate with Schmidt Group through three charette working sessions to provide ecological design input on Revegetation Plans. The team will also conduct three rounds of plant palette review and recommendations to ensure alignment with regulatory and ecological requirements. Additionally, Great Ecology will participate in four rounds of drawing and specification review at the 30%, 60%, 100%, and Final design milestones to ensure consistency with ecological best practices and mitigation requirements. The Great Ecology Team will also be available for up to six coordination calls with Schmidt Group, including the three charette sessions.
5. Conceptual Mitigation Plan (Per PM Approval)
- a. A CMP is typically required when a project impacts sensitive biological resources and mitigation measures must be outlined to ensure compliance with the City's Land Development Code, MSCP, and CEQA requirements. If required, the CMP prepared before final Project approval and will provide an initial framework for mitigation site selection, habitat restoration, monitoring, and long-term management strategies. The CMP for Design Phase 2 will be developed in alignment with the framework outlined in the 2008 USACE Mitigation Rule and associated guidance documents or their latest versions. Should compensatory mitigation for vernal pools be required, the CMP will follow the City's VPHCP guidelines. The CMP will incorporate twelve fundamental components: clearly defined objectives; criteria for selecting suitable mitigation sites; site protection instruments such as MSCP Implementing Agreements and READ records; baseline ecological data for both the impact and compensation sites; a detailed credit determination methodology compliant with regulatory

requirements; a comprehensive mitigation work plan that outlines grading, planting, and construction activities; a maintenance plan to ensure the functionality of the mitigation site; ecological performance standards that define measurable success criteria; specific monitoring protocols, including frequency and duration; a long-term management plan to ensure the site's sustainability; an adaptive management framework to address unforeseen challenges; and financial assurances, including cost estimates and funding sources such as allocations from the City's Park and Recreation operational budget.

- b. The CMP will be developed in compliance with all relevant regulatory guidelines, including the most recent versions of the City's Biology Guidelines, Public Utilities Department Guidelines, and mitigation guidelines established by USACE, CDFW, RWQCB, and USFWS. The CMP will also meet the requirements of applicable federal, state, and local environmental laws, including FEMA and USACE hydrology regulations. As part of the process, we will identify and recommend additional studies or assessments necessary to meet agency requirements. Furthermore, the CMP will analyze potential biological impacts associated with the mitigation, including both temporary and long-term effects on sensitive species, habitats, and ecosystems, and will outline measures to avoid, minimize, or mitigate these impacts.
- c. To ensure compliance with local requirements, the CMP will include a Land Development Code consistency analysis. A public access plan will be developed to maintain safe and functional access to the site during and after construction while preserving ecological integrity. Additionally, we will outline a plan for long-term access by City personnel for ongoing maintenance, monitoring, and management. A detailed timeline for all mitigation activities will be included, covering permitting, construction, monitoring, and evaluation phases. Lastly, the CMP will provide a preliminary cost estimate encompassing construction, monitoring, and maintenance over a five-year period, in accordance with regulatory requirements. This comprehensive approach ensures that all mitigation activities are thoroughly planned, effectively implemented and aligned with the expectations of the City and regulatory agencies.
- d. Deliverables: Great Ecology will prepare a Draft Conceptual Mitigation Plan based on Schmidt's 30% set for the mitigation and Revegetation Plan and submit it to the City for review. The Great Ecology Team will prepare a comment/response tracker to accompany the CMP. The Great Ecology Team will provide up to two revisions in response to comments from the City prior to submission to the regulatory agencies. Great Ecology will submit the CMP to the appropriate agencies both electronically and through hard copy. Great Ecology will provide responses and revisions to address agency comments on the CMP and coordinate with the City and Schmidt on any revisions to the design set that may be required by the agencies.

Task 10.7 – Meetings During Design Development Phase

1. Resource Agency Meeting: We anticipate one (1) resource agency meeting.
2. Coordination Meetings: The design team will attend meetings as requested throughout the design process. *SDG anticipates a total of twelve (12) meetings. Civil Sense anticipates up to twelve (12) hours.*

Task 11.1 – Construction Drawings (60%,100% and Final CDs)

The design team will incorporate any comments and recommendations into the design and prepare the construction drawings for review. We will prepare one combined package for all improvements including on-site and right-of-way improvements, such as ADA curb ramps, and utilities.

1. Title sheet: Civil Sense will update the previously submitted sheet.
2. Existing Condition and Demolition Plan: Civil Sense will update the previously submitted sheets.
3. Grading and Drainage Plans: Civil Sense will update the previously submitted D-sheets. Plans will reflect graded slopes, storm drain improvements, BMPs, earthwork quantities, cross sections, details and notes.
4. Monumentation/Easement Sheet: Civil Sense will prepare a sheet illustrating information provided by the surveyor.
5. Onsite Wet Utility Plan: Civil Sense will update the previously submitted sheets.
6. BMP site plan: Civil Sense will provide post-construction structural, site, and source control BMP site plan with final details, notes, and tables.
7. Precise Grading/Storm Drain Plan to provide detailed elevation and vertical control of improvements such as curbs, flatwork, minor retaining walls, and other areas not shown on the rough grading plans. Will generate layout sheets for New Road and prefabricated bridge from library to existing ballfields, hard courts near the library, new multi-purpose field and parking on the east side of the site, creek enhancements, and parking and park improvements at Juanita Street.
8. Geotechnical Recommendations D-Sheet: Civil Sense will generate a layout and notes sheet to provide recommendations in conformance with the geotechnical report, as well as outline the limit of grading work.
9. Site and Horizontal Control Plan: Civil Sense will update the previously submitted sheets.
10. Striping and Signage Plan: Civil Sense will include the layout of sheets with details. Will map out the proposed striping in the future parking areas. Signage plan will identify where new signage will be placed onsite.
11. Retaining Wall Plan: Civil Sense will prepare retaining wall sheets that will include elevations for top of wall, finish surface, top of footing and wall profiles for City Standard retaining walls.
12. Survey Deliverables Checklist: Per the 'Engineering and Capital Projects' Survey Deliverables Checklist, Civil Sense will need to provide alignment reports on plans for proposed improvements (Stations and Coordinates with Bearings and Angles formatted to Degrees, Minutes, and Seconds). Assume 8 sheets to address survey requirements.

13. Erosion Control Plan (Per PM Approval): Civil Sense will prepare erosion control plan for construction related to the grading plans and proposed surface improvements. Includes construction notes and details.
14. Landscape Construction Plans and Details: Schmidt Design Group will prepare plans and details that will illustrate the layout and placement of elements such as hardscape, gathering spaces, children's play areas, backstops, seat walls, parking facilities, and site furnishings and retaining walls.
15. Structural Engineering: AARK will provide structural review and engineering calculations for site elements such as fence and gate posts and foundations, site and seat walls, overlook feature wall and railing, post-tensioned slabs at hard courts, and foundation and anchorage for light poles (with the exception of sports light footings which will be designed by the manufacturer), along with foundation and anchorage for prefabricated vehicular and pedestrian bridges, including any wing walls. AARK will provide structural specifications and special inspections requirements.
16. Site Electrical Plans: VCL will provide lighting design and electrical engineering designs for the installation of the new lights. Site electrical plans will include:
 - a. Luminaire schedules, installation details, electrical panel schedules for sizing of the electrical switchgear, legend, construction notes, and electrical specifications.
 - a. EVCS locations will be identified on plan and circuits shall be allocated accordingly.
 - b. VCL will coordinate with SDG&E for electrical facilities to be reworked at the site. This will require upgrading the existing Single-Phase transformer D210265 to a Three Phase transformer. Three Phase transformer is to serve the existing load and new EV. Provide an electrical service order from the transformer to the new switchgear. Includes applicant design of system.
 - c. Electrical conduit routing, associated pull boxes, and electrical conductor sizing will be shown on the 100% and final plans.
 - d. A shadow conduit for future CCTV will be shown on the 100% and final plans.
 - e. Title-24 mandatory measures will be shown on the 100% and final plans.
17. CCTV Design Plans (Per PM Approval): The Design Phase 2 design will follow the same design direction as Design Phase 1 with the following differences: The Design Phase 2 design will be an extension of the Design Phase 1 system, with up to 8-12 cameras, and the cameras connected through conduit path for low voltage wire and local power with the camera. Fiber paths shall be required due to the distance required for the locations targeted in our understanding for this Phase. All electrical power and low voltage conduit and media shall also be included. The rest of the Design Phase 1 tasks shall be included in this task as well.
18. Planting Plans and Details: Plans will indicate the locations, sizes, and species of all plant material. Details will be provided or references to appropriate City standards will be provided.
19. Revegetation Plans: If the Biological Survey indicates the need for revegetation, SDG will prepare D sheet sized revegetation plans consistent with the latest City of San Diego's Biology Guidelines and Landscape Standards. With input from Great Ecology, the plans will include notes for the Maintenance and Monitoring schedule, success criteria, and

protection of biological resources, seasonal restrictions, and brush management zones. This will include restoration planting schemes and erosion control measures. Offsite mitigation is not included.

20. Irrigation Plan for mitigation/restoration area (Per PM Approval): If temporary hard-line irrigation is needed, a separate D-sheet sized irrigation plan will be provided. The irrigation plans will include a schedule and anticipated volume of water needed.
21. Irrigation Plans and Details: Equipment and details will consist of a listing of irrigation system components including irrigation heads, valves, and smart controllers (manufacturer and equipment model numbers).
22. Specifications: Project specifications will be prepared using Greenbook and Whitebook formats with supplemental CSI sections as needed. It is anticipated that the City will provide the front-end specifications for the contract bid documents.
23. Opinion Of Probable Construction Costs: Estimate will be updated to reflect changes in cost resulting from design or materials changes, including NAICS codes per line item. The civil engineer will prepare and process to approval a bond estimate required for the Grading Plans. Budget includes update at each plan check submittal and at final plan approval.

Task 11.2 – Technical Studies and Environmental Services

The Design team will prepare 60%, 100% and Final environmental documents including:

1. Final Drainage Study: Chang Consultants will prepare a drainage study for existing and proposed conditions. Up to one detention basin will be analyzed. The study will be updated for the 60% design initially followed by the 100% to final. This assumes a single park design.
2. Final SWQMP: Prepare a Storm Water Quality Management Plan. The study will be updated for the 60% design followed by the 100% to final. An infiltration study will be provided. This assumes a single park design. This assumes that the rest of the site design will remain the same, but might need to model three BMP types, not three different park designs.
3. Final Chollas Reservoir Branch Hydrology: Finalize hydrologic analysis.
4. Conditional Letter of Map Revision: Prepare and process a Conditional Letter of Map Revision to reflect floodplain changes to Chollas Reservoir Branch caused by the project.
5. Letter of Map Revision: After project completion prepare and process a Letter of Map Revision to revise the floodplain.
6. Drainage Study/SWQMP Processing and Coordination: Civil Sense anticipates up to four (4) hours and Wayne Chang anticipates up to twenty-two (22) hours for this phase.

7. Community Health and Safety Plan: SCS will prepare a Community Health and Safety Plan (CHSP) based on the findings of the previous historical environmental data compilation and for any proposed Project activities that require landfill cover disturbance. The CHSP will assess potential impacts to users of the NCCP and adjacent properties, particularly the monitoring and suppression of dust generated by any activities that require ground disturbance. The CHSP will include, but may not be limited to, the following items:
 - a. Plan objectives
 - b. Site description
 - c. Chemicals of potential concern
 - d. Evaluation of potential chemical and physical hazards
 - e. Dust monitoring and suppression
 - f. Site safety contacts
 - g. Site specific instructions
 - h. Respiratory protective equipment
 - i. Protective clothing and equipment
 - j. Emergency response procedures

SCS anticipates up to 19 hours for this task.

Task 11.3 – Meetings During CDs

1. Meetings: SDG will be available to meet with the team and City throughout the duration of the project.
SDG anticipates a total of twelve (12) meetings. Civil Sense anticipates up to sixteen (16) hours.

Task 12 – Construction Document Permitting

We anticipate that the plans will be signed by the Engineering and Capital Projects Engineer and submitted to Development Services Department (DSD) for building permit as a single plan set. Mass grading and pad certification and DSD Drainage and Grades review is not included and is not expected to be needed for this process.

We will provide plans to the City project manager for processing through the City wide plan check and DSD. We assume two rounds of DSD review and revisions max, unless comments are in response to a lack of drawing completeness.

1. 100% – 1st Round of Review & Revisions
2. Final – 2nd Round of Review & Revisions

Final Submittal: Final signed plans will be submitted to the City upon final approval of the construction documents.

Task 16 – SCS Design Team Support

In order to provide operating budget to complete services such as figure preparation for stakeholder meetings and/or preparation of documents related to solid waste management and related consulting services, SCS has included a design team support services task. Under this task, SCS will provide assistance related to environmental regulatory requirements, review of documents, preparation of maps, participation in phone conferences with the Client and others, and regulatory agency liaison and negotiation, as requested by the Client

that are not specifically called out in earlier tasks. SCS will provide these services as directed by the Client on a time and materials basis. SCS anticipates up to 12 hours for this task.

Task 17 – Title 27 Regulatory Requirement Analysis and Agency Liaison

1. SCS will complete a review of the current solid waste permit(s) to determine the status of the Project relative to the 27 CCR requirements as they pertain to the potential presence of buried burn ash within the Project extents as well as the presence of municipal solid waste and the nearby South Chollas landfill and associated landfill gas perimeter monitoring network and proximity of buried MSW to the Project. This will include one (1) meeting with the LEA to discuss any concerns or additional requirements necessary for implementation of the Project. The deliverable for this task will be a memo summary of the permitting and/or other requirements that are determined to be required to implement the Project.
2. In order to manage communications with related regulatory agencies and confirm the assumed plans detailed below in Task 7 SCS will liaise and meet with, as necessary, the following agencies:
 - i. LEA,
 - ii. Regional Water Quality Control Board (RWQCB), and
 - iii. San Diego Air Pollution Control District (SDAPCD).

SCS anticipates up to 5 hours for this task.

Task 18 – Title 27 Related Plan Preparation and Regulatory Review Management

SCS will prepare the following plans related to Title 27 requirements for the Site and Project. SCS will address one round of comments from the associated regulatory agency as well as regulator communication/meeting pertaining to each submitted document.

1. Soil Management Plan:
 - a. A Revised SMP will be prepared for implementation of Design Phase 2 of the Project informed by the data compilation and regulatory review of the SMP.
 - b. The revised SMP for the Project will be prepared for review by the LEA and will provide the information necessary to support the mitigation strategy for the Project for waste soil export activities. The SMP will discuss how waste soil will be handled during excavation, including the criteria to distinguish impacted “waste” soils that require disposal at an appropriate facility versus “clean” soil that is suitable for unrestricted on-Site or off-Site reuse, and for basic construction worker health and safety. The SMP will detail the presence of an environmental monitor or monitors at the Site during the excavation process to aid in segregating impacted soil from clean soil encountered during the Project.
2. Fugitive Dust Mitigation Plans:
 - a. SCS will prepare a revised Fugitive Dust Mitigation Plan (Dust Plan) for Design Phase 2 of the project. The Fugitive Dust Mitigation plan shall follow all criteria as noted in the Design Phase 1 scope.
3. Post Closure Maintenance Plan:
 - a. SCS will prepare a revised PCMP for Design Phase 2 of the project. The PCMP shall follow all criteria as noted in the Design Phase 1 scope.

- b. A revised version of the Plan will be prepared for the City's review. One round of review comments will be incorporated into the final version and submitted to the LEA and RWQCB.
4. Post Closure Land Use Plan
 - a. SCS will prepare a revised PCLUP for Design Phase 2 of the project. The PCLUP shall follow all criteria as noted in the Design Phase 1 scope. A revised version of the Plan will be prepared for the City's review. One round of review comments will be incorporated into the final version and submitted to the LEA and RWQCB.
5. Hazardous Substances Management Plan
 - a. SCS will prepare a revised Hazardous Substances Management Plan (HSMP) for Phases 2 of the Project for submission to the LEA for review and comment. The revised HSMP shall follow all criteria as noted in the Design Phase 1 scope.
 - b. The level of documentation and reporting required during and after implementation of the revised HSMP is currently unknown, so SCS has included a working budget to address these requirements including 5 hours of time. If the ultimate amount of regulatory required documentation and reporting exceed this budgeted amount Client approval to utilize remaining available budget out of time and materials tasks in the Agreement such as Task 6 will be requested.

FUNDING PHASE 4

Task 13 – Bidding Support

1. Respond to Bid RFI's, prepare and issue Addenda.
 - a. Response to Bid RFI's
 - b. Addendums (if necessary) – scope and fee to be determined when necessary

Task 14 –Construction Administration

1. Respond to RFI's, prepare LASI's, and issue Addenda.
 - a. Pre-Construction Meeting
 - b. Response to Construction RFI's
 - c. ASI and/or Construction Changes – scope and fee to be determined when necessary
 - d. Site Observations: Includes landscape architectural site observations, structural observation reports, and geotechnical observations, testing, and special inspections.
 - e. Construction Staking (Per PM Approval): Construction staking for control points. Consultant shall provide horizontal and vertical survey control based on the same survey control utilized during design. This task to include the setting of up to five (5) survey control points one (1) time only. This task will also include the staking of curb and structures one (1) time only. Consultant has anticipates forty eight (48) hours field time and 12 hours of office time for this task. Any additional staking will be charged at \$3,050 per day.
 - f. Final Punch List
2. Geotechnical Testing and Observations:

EXHIBIT A

- a. Review project plans and specifications: NOVA will review the grading and foundation plans submitted for approval prior to construction to verify conformance with the recommendations provided in the geotechnical report. The principal engineer and soil technician will familiarize themselves with the approved project plans and specifications and coordinate with the general contractor who will perform the work. This task includes attendance by NOVA's principal engineer/geologist at the pre-construction meeting with the grading contractor and the owner's representative.
- b. Field Observation and Testing During Excavation, Foundations, Backfill, and Grading: NOVA will provide continuous observation and testing during excavations and grading of the site, including underground utilities, as required by the California Building Code (CBC). Soil compaction testing will be performed by a soil technician using a nuclear gauge or sand cone apparatus to evaluate soil compaction. We also assume that the senior engineer/geologist will visit the site periodically to observe fill placement activities, coordinate with the soil technician, and review footing and other excavations. At the end of each working day, NOVA will provide a daily field report to the project team as documentation of the services performed/observed; documentation of compliance with project plans, specifications, and geotechnical recommendations; and hours worked. Laboratory Testing of Materials During Construction: Geotechnical laboratory testing will be required for the evaluation of earth materials and for reference curves for soil compaction. We anticipate performing the following laboratory testing for this task: Soil Classification (ASTM D2487) for fill material conformance
 - i. Maximum Density and Optimum Moisture (ASTM D1557) for reference soil compaction curves
 - ii. Soil Expansion Index
- c. Preparation of Final As-Graded Report: NOVA will prepare a final as-graded report for the project in accordance with applicable guidelines at the completion of the grading activities for the project. The report will include, at a minimum: (i) a site plan showing the location of each compaction test, (ii) results of laboratory testing, (iii) a summary of observations made during grading, and (iv) a statement indicating that the services performed were in compliance with the project plans, specification requirements, and project geotechnical recommendations.
- d. Project Oversight and Consulting: Technical field services by our soils technicians will be performed under the direct supervision of NOVA's principal and staff engineers/geologists. This person will review field reports daily to check for compliance with the project plans, specifications, and geotechnical report. The principal engineer/geologist will closely coordinate with the soil technician throughout the duration of the project and provide timely, as-needed engineering support during construction.
- e. Special Inspection and Materials Testing Services: Special inspection and testing services will be provided in accordance with the 2022 California Building Code (CBC).
 - i. Reinforced Concrete, Post-Tension Concrete, Post-Installed Anchors: Reinforcing steel, post-tension tendon, and anchor bolt placement will be verified against the approved project plans by our special inspector.
 - ii. Concrete sampling during placement of concrete with a specified compressive strength greater than 2,500 pounds per square inch will be performed. This includes slump testing and preparing sets of five compressive strength test specimens per ASTM C39, ACI 318, and CBC

Section 1905.6. (Seven cylinders will be cast per set for post-tensioned slab placements).

- iii. Test cylinders will be cast for every 150 cubic yards placed each day, or a fraction thereof.
 - iv. Epoxied and mechanical anchor installation will be observed for proper placement procedures including for ceiling grids and exterior cladding.
 - v. The tensioning process of the post-tension cables will be observed and documented.
3. Site Visits: A total of twelve (12) site visits are anticipated during this task. Each will be followed by a detailed set of field notes or a punch list.

SDG will be available for up to one hundred and ten (110) hours.

Civil Sense will be available for up to Forty-four (44) hours.

AARK will be available for up to 10 RFIs and up to 10 submittal reviews (Maximum of two review cycles per submittal), and up to two (2) site visits.

VCL will be available for up to twelve (12) hours.

Task 15 – Project Closeout

1. As-Built Plans: The design team will prepare final record as-built plans for City and agency approval. The plans will be based on the contractor's redline mark-ups of the approved bid plans. Deliverables shall include as-built plan set and CAD files.
2. Miscellaneous project closeout tasks

3.0 PROJECT ASSUMPTIONS AND EXCLUSIONS – DESIGN PHASE 2

This proposal has been prepared with the assumptions as listed in Design Phase 1, as well as the following assumptions and exclusions below. For environmental and CEQA documentation assumptions and exclusions, see the attached full scope and fee proposal from Great Ecology

1. Structural drawings will be prepared using AutoCAD 2D software
2. Complete structural data for all structures and appurtenances requiring structural support and/or anchorage will be provided for AARK's use indicating the following: maximum weight, anchor locations and sizes.
3. Complete structural data for the prefabricated bridge including dimensions and end bearing loads will be provided by others for AARK's use.
4. Project site access will be available for field studies, as needed.
5. The surveys include up to 60 acres of habitat;
6. The survey area is outside the City MHPA.

END OF SCOPE OF SERVICES

COMPENSATION AND FEE SCHEDULE

COMPENSATION AND FEE SCHEDULE

Project Phase Funding Costs – North Chollas Community Park Improvements - (H2326245-M)						
Funding Phases	Task #	Task Description	Fixed Amount	Not to Exceed Amount for Scope of Services	Not to Exceed for Additional Services \$	Total Not to Exceed Amount \$
1	1.1 - 6	Development of Design Phase 1: Survey, plans, specifications and technical studies.	\$903,536	\$903,536	\$35,000	\$938,536
2	7-9	Development of Design Phase 1: Bidding Support, Construction Administration, and Project Closeout	\$139,631	\$139,631	\$5,000	\$144,631
3	10.1 – 12, 16-18	Development of Design Phase 2: Survey, plans, specifications and technical studies.	\$1,074,068	\$1,074,068	\$35,000	\$1,109,068
4	13-15	Development of Design Phase 2: Bidding Support, Construction Administration, and Project Closeout	\$133,618	\$133,618	\$5,000	\$138,618
Total				\$2,250,853	\$80,000	\$2,330,853

Phase Funding Details

Project Phase Funding Costs – North Chollas Community Park Improvements - (H2326245-M)						
Funding Phases	Task #	Task Description	Fixed Amount	Not to Exceed Amount for Scope of Services	Not to Exceed for Additional Services \$	Total Not to Exceed Amount \$
1	1.1	Project Initiation	\$13,024.25	\$903,536	\$35,000	\$938,536
	1.2	Survey and Mapping Services	\$70,843.50			
	1.3	Schematic Designs and Community Meetings	\$32,473.50			
	1.4	Design Development 30% Design	\$99,619.00			
	1.5	Technical Studies 30%	\$80,989.05			
	1.6	Environmental Services	\$149,100.00			
	1.7	Meetings During 30% DD	\$15,373.00			
	2.1	Construction Drawings	\$287,466.72			
	2.2	Technical Studies and Environmental Services	\$25,609.50			
	2.3	Meetings	\$21,066.00			
	3	Construction Permitting	\$33,434.99			
	4	SCS Design Team Support	\$3,150.00			
	5	Title 27 Regulatory Analysis and Liaison	\$5,092.50			
	6	Title 27 Plan Prep and Review	\$61,293.75			
	Reimbursables	\$5,000.00				
2	7	Bidding Support	\$7,274.80	\$139,631	\$5,000	\$144,631
	8	Construction Administration	\$117,294.19			
	9	Project Closeout	\$15,062.25			
3	10.1	Project Initiation	\$12,129.25	\$1,074,068	\$35,000	\$1,109,068
	10.2	Survey and Mapping Services	\$28,455.00			
	10.3	Schematic Designs and Community Meetings	\$28,296.00			
	10.4	Design Development 30% Design	\$99,588.00			
	10.5	Technical Studies 30%	\$70,350.00			
	10.6	Environmental Services	\$364,035.00			
	10.7	Meetings During 30% DD	\$17,499.00			
	11.1	Construction Drawings	\$302,398.45			
	11.2	Technical Studies and Environmental Services	\$45,486.00			
	11.3	Meetings	\$24,234.00			
	12	Construction Permitting	\$38,177.40			
	16	SCS Design Team Support	\$4,042.50			
	17	Title 27 Regulatory Analysis and Liaison	\$2,572.50			
	18	Title 27 Plan Prep and Review	\$31,605.00			
	Reimbursables	\$5,200.00				
4	13	Bidding Support	\$8,880.20	\$133,618	\$5,000	\$138,618
	14	Construction Administration	\$108,705.88			
	15	Project Closeout	\$16,031.93			
Total				\$2,250,853	\$80,000	\$2,330,853

EXHIBIT B

FUNDING PHASE 1:

Description	Schmidt Design Group	AARK Engineering (structural)	Civil Sense (civil)	Great Ecology (environmental consulting)	Nova (geotechnical)	SCS (landfill consulting)	Visual Concepts Lighting (electrical)	Alyson Surveying	Wayne Chang	Total Fees
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Task 1.1 Project Initiation (Lump Sum)

Kick off Meeting	\$2,500.00	\$0.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,920.00
Site Visit	\$4,000.00	\$0.00	\$1,533.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,533.00
Research and Understanding	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,071.25	\$0.00	\$0.00	\$0.00	\$4,571.25
SUB-TOTAL	\$8,000.00	\$0.00	\$1,953.00	\$0.00	\$0.00	\$3,071.25	\$0.00	\$0.00	\$0.00	\$13,024.25

Subtotal

\$13,024.25

Task 1.2 - Survey and Mapping Services

Survey and Mapping Services (Lump Sum)	\$0.00	\$0.00	\$1,953.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,832.50	\$0.00	\$26,785.50
Supplemental Mapping, Dry Util Marking , Deliverables (Hourly)	\$0.00	\$0.00	\$556.50	\$0.00	\$0.00	\$0.00	\$0.00	\$20,580.00	\$0.00	\$21,136.50
Monument Preservation (Per PM Approval) (Lump Sum)	\$0.00	\$0.00	\$210.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,450.00	\$0.00	\$9,660.00
Survey Tree Locations (Hourly) (Per PM Approval)	\$0.00	\$0.00	\$556.50	\$0.00	\$0.00	\$0.00	\$0.00	\$5,040.00	\$0.00	\$5,596.50
Plot Easements (Hourly)(Per PM Approval)								\$4,725.00		\$4,725.00
Obtain Title Reports - Assumes 4 Title Reports (Hourly) (Per PM Approval)	\$0.00	\$0.00	\$2,940.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,940.00
SUB-TOTAL	\$0.00	\$0.00	\$6,216.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64,627.50	\$0.00	\$70,843.50

Subtotal

\$70,843.50

Task 1.3 - Schematic Design and Community Mtgs.

Schematic Design (Lump Sum)	\$10,000.00	\$0.00	\$4,236.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,236.75
Community Meeting #1 (Lump Sum)	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00
Final Schematic Design Plan (Lump Sum)	\$4,000.00	\$0.00	\$4,236.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,236.75
Community Meeting #2 (Lump Sum)	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00
Coordination Meetings (4 Meetings) (T&M)	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00
SUB-TOTAL	\$24,000.00	\$0.00	\$8,473.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,473.50

Subtotal

\$32,473.50

Task 1.4 - Design Development 30% Design (Lump Sum)

Design Development 30% Design	\$46,300.00	\$0.00	\$33,762.75	\$0.00	\$2,493.75	\$7,245.00	\$8,977.50	\$0.00	\$0.00	\$98,779.00
Temporary Stockpile Grading and Erosion Control - coordinate with City (Per PM Approval)	\$0.00	\$0.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$840.00
SUB-TOTAL	\$46,300.00	\$0.00	\$34,602.75	\$0.00	\$2,493.75	\$7,245.00	\$8,977.50	\$0.00	\$0.00	\$99,619.00

Subtotal

\$99,619.00

Task 1.5 - Technical Studies 30%

Preliminary Drainage Study (Lump Sum)	\$0.00	\$0.00	\$1,113.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,000.00	\$10,113.00
Preliminary SWQMP (Lump Sum)	\$0.00	\$0.00	\$1,113.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,650.00	\$14,763.00
Historical Environmental Data Compilation/Landfill (Lump Sum)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,332.50	\$0.00	\$0.00	\$0.00	\$14,332.50
Geotechnical Investigation/Report (Lump Sum)	\$0.00	\$0.00	\$0.00	\$0.00	\$24,438.75	\$0.00	\$0.00	\$0.00	\$0.00	\$24,438.75
(Lump Sum)	\$0.00	\$0.00	\$0.00	\$0.00	\$9,456.30	\$0.00	\$0.00	\$0.00	\$0.00	\$9,456.30
Non-Hazardous and RCRA-Hazardous Soil Disposal	\$0.00	\$0.00	\$0.00	\$0.00	\$2,992.50	\$0.00	\$0.00	\$0.00	\$0.00	\$2,992.50
Drainage Study and SWQMP Mtgs & Processing (T&M)	\$0.00	\$0.00	\$1,113.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,780.00	\$4,893.00
SUB-TOTAL	\$0.00	\$0.00	\$3,339.00	\$0.00	\$36,887.55	\$14,332.50	\$0.00	\$0.00	\$26,430.00	\$80,989.05

Subtotal

\$80,989.05

EXHIBIT B

Task 1.6 - Environmental Services (Lump Sum)

Air Quality Assessment and Report (Per PM Approval)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cultural Resources Survey and Report	\$0.00	\$0.00	\$0.00	\$16,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,800.00
Cultural Monitoring for Geotech Reconnaissance (Per PM Approval)	\$0.00	\$0.00	\$0.00	\$12,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,600.00
Noise Assessment and Report (Per PM Approval)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Traffic PIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Biological Resources Surveys and Technical Report	\$0.00	\$0.00	\$0.00	\$82,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$82,950.00
Aquatic Resources Delineation and Report (Per PM Approval)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revegetation Plan Support (Per PM Approval)	\$0.00	\$0.00	\$0.00	\$36,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,750.00
Conceptual Mitigation Plan (Per PM Approval)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUB-TOTAL	\$0.00	\$0.00	\$0.00	\$149,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$149,100.00

Subtotal \$149,100.00

Task 1.7 - Meetings During 30% DD (T&M)

Meetings	\$13,000.00	\$0.00	\$2,373.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,373.00
SUB-TOTAL	\$13,000.00	\$0.00	\$2,373.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,373.00

Subtotal \$15,373.00

Task 2.1 - Construction Drawings (Lump Sum)

Construction Drawings 60%	\$47,000.00	\$3,082.28	\$88,893.00	\$0.00	\$0.00	\$2,100.00	\$24,039.75	\$0.00	\$0.00	\$0.00	\$165,115.03
Construction Drawings 100%	\$41,750.00	\$3,082.28	\$0.00	\$0.00	\$0.00	\$0.00	\$20,648.25	\$0.00	\$0.00	\$0.00	\$65,480.53
Construction Drawings Final	\$13,750.00	\$1,727.67	\$0.00	\$0.00	\$0.00	\$0.00	\$8,877.75	\$0.00	\$0.00	\$0.00	\$24,355.42
CCTV Design (Per PM Approval)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,872.75	\$0.00	\$0.00	\$0.00	\$10,872.75
Temporary Stockpile Grading and Erosion Control Sheets (Per PM Approval)		\$0.00	\$4,452.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,452.00
Erosion Control Plan (Per PM Approval)	\$4,000.00	\$0.00	\$5,691.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,691.00
Revegetation Plans (Per PM Approval)	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00
Irrigation Plan for Mitigation/Restoration (Per PM Approval)	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00
SUB-TOTAL	\$114,000.00	\$7,892.22	\$99,036.00	\$0.00	\$0.00	\$2,100.00	\$64,438.50	\$0.00	\$0.00	\$0.00	\$287,466.72

Subtotal \$287,466.72

Task 2.2 - Technical Studies and Environmental Services (Lump Sum)

Final Drainage Study	\$0.00	\$0.00	\$1,186.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,200.00	\$0.00	\$5,386.50
Final SWQMP	\$0.00	\$0.00	\$1,186.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,250.00	\$0.00	\$6,436.50
Community Health and Safety Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,450.00
Meetings, Drainage Study and SWQMP Processing	\$0.00	\$0.00	\$556.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,780.00	\$0.00	\$4,336.50
SUB-TOTAL	\$0.00	\$0.00	\$2,929.50	\$0.00	\$0.00	\$9,450.00	\$0.00	\$0.00	\$13,230.00	\$0.00	\$25,609.50

Subtotal \$25,609.50

Task 2.3 - Meetings (T&M)

Meetings	\$18,000.00	\$0.00	\$3,066.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,066.00
SUB-TOTAL	\$18,000.00	\$0.00	\$3,066.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,066.00

Subtotal \$21,066.00

Task 3 - Construction Document Permitting (T&M)

Construction Document Permitting	\$18,500.00	\$1,200.99	\$13,734.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,434.99
SUB-TOTAL	\$18,500.00	\$1,200.99	\$13,734.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,434.99

Subtotal \$33,434.99

Task 4 - SCS Design Team Support (Hourly)

SDS Design Team Support	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,150.00
SUB-TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,150.00

Subtotal \$3,150.00

Task 5 - Title 27 Regulatory Analysis and Liaison (Hourly)

SCS Title 27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,092.50	\$0.00	\$0.00	\$0.00	\$0.00	\$5,092.50
SUB-TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,092.50	\$0.00	\$0.00	\$0.00	\$0.00	\$5,092.50

Subtotal \$5,092.50

EXHIBIT B

Task 6 - Title 27 Plan Prep and Regulatory Review Mngmt (Lump Sum)

Soil Management Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,786.25	\$0.00	\$0.00	\$0.00	\$11,786.25
Fugitive Dust Mitigation Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,725.00	\$0.00	\$0.00	\$0.00	\$4,725.00
Post Closure Maintenance Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,425.00	\$0.00	\$0.00	\$0.00	\$19,425.00
Post Closure Land Use Plans	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,750.00	\$0.00	\$0.00	\$0.00	\$15,750.00
Hazardous Substances Management Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,607.50	\$0.00	\$0.00	\$0.00	\$9,607.50
SUB-TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61,293.75	\$0.00	\$0.00	\$0.00	\$61,293.75

Subtotal \$61,293.75

Reimbursables	\$4,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
SUB-TOTAL	\$4,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00

Reimbursables Subtotal \$5,000.00

Additional Services	\$35,000.00									\$35,000.00
SUB-TOTAL	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,000.00

Additional Services Subtotal \$35,000.00

Funding Phase 1 Total **\$938,535.76**

FUNDING PHASE 2:

Task 7 - Bidding Support (T&M)

Bid Support	\$3,500.00	\$677.30	\$2,572.50	\$0.00	\$0.00	\$0.00	\$525.00	\$0.00	\$0.00	\$7,274.80
SUB-TOTAL	\$3,500.00	\$677.30	\$2,572.50	\$0.00	\$0.00	\$0.00	\$525.00	\$0.00	\$0.00	\$7,274.80

Subtotal \$7,274.80

Task 8 - Construction Administration (T&M)

Construction Administration	\$36,500.00	\$2,028.92	\$7,917.00	\$0.00	\$0.00	\$0.00	\$2,467.50	\$0.00	\$0.00	\$48,913.42
Geotechnical Observations and Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$34,055.65	\$0.00	\$0.00	\$0.00	\$0.00	\$34,055.65
Geotechnical Special Inspections and Materials Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$15,110.13	\$0.00	\$0.00	\$0.00	\$0.00	\$15,110.13
Construction Staking (Per PM Approval)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,215.00	\$0.00	\$19,215.00
Construction Re-Staking (Per PM Approval)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUB-TOTAL	\$36,500.00	\$2,028.92	\$7,917.00	\$0.00	\$49,165.78	\$0.00	\$2,467.50	\$19,215.00	\$0.00	\$117,294.19

Subtotal \$117,294.19

Task 9 - Project Closeout (T&M)

As-Built Plans and Miscellaneous project closeout tasks	\$8,000.00	\$300.25	\$4,767.00	\$0.00	\$0.00	\$0.00	\$1,995.00	\$0.00	\$0.00	\$15,062.25
SUB-TOTAL	\$8,000.00	\$300.25	\$4,767.00	\$0.00	\$0.00	\$0.00	\$1,995.00	\$0.00	\$0.00	\$15,062.25

Subtotal \$15,062.25

Additional Services	\$5,000.00									\$5,000.00
SUB-TOTAL	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00

Additional Services Subtotal \$5,000.00

Funding Phase 2 Subtotal **\$144,631.24**

Total Fee (Funding Phase 1 & 2) **\$1,083,167.00**

EXHIBIT B

Task 18 - Title 27 Plan Prep and Regulatory Review Mngmt (Lump Sum)

Soil Management Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,725.00	\$0.00	\$0.00	\$0.00	\$4,725.00
Fugitive Dust Mitigation Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$0.00	\$2,100.00
Post Closure Maintenance Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,655.00	\$0.00	\$0.00	\$0.00	\$11,655.00
Post Closure Land Use Plans	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,450.00	\$0.00	\$0.00	\$0.00	\$9,450.00
Hazardous Substances Management Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,675.00	\$0.00	\$0.00	\$0.00	\$3,675.00
SUB-TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,605.00	\$0.00	\$0.00	\$0.00	\$31,605.00

Subtotal \$31,605.00

Reimbursables	\$4,200.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,200.00
SUB-TOTAL	\$4,200.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,200.00

Reimbursables Subtotal \$5,200.00

Additional Services	\$35,000.00									\$35,000.00
SUB-TOTAL	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,000.00

Additional Services Subtotal \$35,000.00

Funding Phase 3 Subtotal \$1,109,068.10

FUNDING PHASE 4:

Task 13 - Bidding Support (T&M)

Bid Support	\$3,500.00	\$2,135.70	\$2,719.50	\$0.00	\$0.00	\$0.00	\$525.00	\$0.00	\$0.00	\$8,880.20
SUB-TOTAL	\$3,500.00	\$2,135.70	\$2,719.50	\$0.00	\$0.00	\$0.00	\$525.00	\$0.00	\$0.00	\$8,880.20

Subtotal \$8,880.20

Task 14 - Construction Administration (T&M)

Construction Administration	\$36,500.00	\$4,291.88	\$8,379.00	\$0.00	\$0.00	\$0.00	\$2,625.00	\$0.00	\$0.00	\$51,795.88
Geotechnical Observation and Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$27,294.75	\$0.00	\$0.00	\$0.00	\$0.00	\$27,294.75
Geotechnical Special Inspections and Materials Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$10,400.25	\$0.00	\$0.00	\$0.00	\$0.00	\$10,400.25
Construction Staking (Per PM Approval)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,215.00	\$0.00	\$19,215.00
Construction Re-Staking (Per PM Approval)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUB-TOTAL	\$36,500.00	\$4,291.88	\$8,379.00	\$0.00	\$37,695.00	\$0.00	\$2,625.00	\$19,215.00	\$0.00	\$108,705.88

Subtotal \$108,705.88

Task 15 - Project Closeout (T&M)

As-Built Plans and Miscellaneous project closeout tasks	\$8,400.00	\$533.93	\$4,998.00	\$0.00	\$0.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$16,031.93
SUB-TOTAL	\$8,400.00	\$533.93	\$4,998.00	\$0.00	\$0.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$16,031.93

Subtotal \$16,031.93

Additional Services	\$5,000.00									\$5,000.00
SUB-TOTAL	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00

Additional Services Subtotal \$5,000.00

Funding Phase 4 Subtotal \$138,618.00

Total Fee (Funding Phase 3 & 4) \$1,247,686.10

TIME SCHEDULE

1.0 TIME SCHEDULE – DESIGN PHASE 1

Funding Phase 1

Task 1.1 Project Initiation Kickoff Meeting Site Visit	1 Month
Task 1.2 Survey and Mapping Services	2 Months
Task 1.3 Schematic Design and Community Meetings	3 Months
Task 1.4 Design Development 30% Design	4 Months
Task 1.5 Technical Studies 30%	Concurrent with Task 1.4
Task 1.6 Environmental Services	Concurrent with Task 1.4 and 2.1
Task 1.7 Meetings During 30% Design	Concurrent with Task 1.4
Task 2.1 Construction Drawings Construction Drawings 60% Submittal Construction Drawings 100% and Final Submittal	6 Months 6 Months
Task 2.2 Technical Studies and Environmental Services	Concurrent with Task 2.1
Task 2.3 Meetings	Concurrent with Task 2.1
Task 3 Permitting	Dependent on City Review Timeline
Task 4 SCS Design Team Support	Concurrent with Task 2.1
Task 5 Title 27 Regulatory Analysis and Liaison	Concurrent with Task 1.4 & 2.1
Task 6 Title 27 Plan Prep and Regulatory Review and Mgmt	Concurrent with Task 1.4 & 2.1

Funding Phase 2

Task 7 Bidding Support	4 Months
Task 8 Construction Administration	18 Months
Task 9 Project Closeout/As-Built Drawings	1 Month

All work must be completed by the Agreement's expiration date stated in Section 2.1.

2.0 TIME SCHEDULE – DESIGN PHASE 2

Funding Phase 3

Task 10.1 Project Initiation	1 Month
Kickoff Meeting	
Site Visit	
Task 10.2 Survey and Mapping Services	2 Months
Task 10.3 Schematic Design and Community Meetings	3 Months
Task 10.4 Design Development 30% Design	4 Months
Task 10.5 Technical Studies 30%	Concurrent with Task 10.4
Task 10.6 Environmental Services	Concurrent with Task 10.4 and 11.1
Task 10.7 Meetings During 30% Design	Concurrent with Task 10.4
Task 11.1 Construction Drawings	
Construction Drawings 60% Submittal	6 Months
Construction Drawings 100% and Final Submittal	6 Months
Task 11.2 Technical Studies and Environmental Services	Concurrent with Task 11.1
Task 11.3 Meetings	Concurrent with Task 11.1
Task 12 Permitting	Dependent on City Review Timeline
Task 16 SCS Design Team Support	Concurrent with Task 11.1
Task 17 Title 27 Regulatory Analysis and Liaison	Concurrent with Task 10.4 & 11.1
Task 18 Title 27 Plan Prep and Regulatory Review and Mgmt	Concurrent with Task 10.4 & 11.1

Funding Phase 4

Task 13 Bidding Support	4 Months
Task 14 Construction Administration	18 Months
Task 15 Project Closeout/As-Built Drawings	1 Month

All work must be completed by the Agreement's expiration date stated in Section 2.1.

E QUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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

Failure to submit the required EOCP documentation indicated below shall result in a determination of the Consultant being non-responsive.

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

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

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

Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment

of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for Subcontractors to participate in opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

- C. Contract Disclosure Requirements. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions.

III. Equal Employment Opportunity Outreach Program. Consultants shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. Consultants shall submit with their proposal a Work Force Report for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

- A. Nondiscrimination in Employment. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Consultants shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Consultant liable for any discriminatory practice of its subcontractors.
- B. Work Force Report. If based on a review of the Work Force Report (Attachment BB) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Consultant will also be required to submit an Equal Employment Opportunity (EEO) Plan to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.
- C. Equal Employment Opportunity Plan. If an Equal Employment Opportunity Plan is required, the Program Manager of EOCP will provide a list of plan requirements to Consultant.

IV. Small and Local Business Program Requirements. The City has adopted a Small and Local Business Enterprise (SLBE) program for consultant contracts. SLBE program requirements for consultant contracts are set forth in San Diego Municipal Code Division 36.

- A. SLBE and ELBE Participation for Contracts Valued Over \$500,000.
1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
 2. Proposers are required to meet the mandatory subcontracting participation percentages identified in the RFP or meet Good Faith Effort (GFE) submittal requirements. GFE submittal requirements can be found here:

<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>.

- a) Failure to meet the mandatory goal or GFE submittal requirements shall render Proposal to be rejected as non-responsive and ineligible for further consideration.

3. The current list of certified SLBE-ELBE firms can be found here:

<http://www.sandiego.gov/eoc/programs/slbe.shtml>

B. Subcontractor Participation.

1. For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE-ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
 - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Proposal due date.
 - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
- C. Subcontractor Participation List. The Subcontractor Participation List (Attachment CC) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.
- D. List of Work Made Available. The Proposer shall take the steps listed in the Good Faith Effort (GFE) submittal requirements to assure that SLBE-ELBEs are used whenever possible. In addition to the specified GFE documentation, the Proposer shall submit List of Work Made Available (Attachment DD Form AA60).

V. Maintaining Participation Levels.

- A. Consultants are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the consultant contract.
- B. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount or additional points were awarded. The City must approve in writing the reduction in SLBE or ELBE participation levels.
- C. The Consultant shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment.
- D. Consultant's failure to maintain SLBE or ELBE participation levels as specified in the consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

- E. The remedies available to the City under San Diego Municipal Code Division 36 are cumulative to all other rights and remedies available to the City.

VI. Subcontracting Efforts Review and Evaluation.

1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal “Six Good Faith Efforts” model.
2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City’s consultant procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
 - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
 - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Proposal due date.
 - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
 - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance of the City’s EOC Office and the SLBE-ELBE Directory.
 - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

VII. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

Good Faith Efforts (GFE): documentation of the Proposer's intent to comply with SLBE Program goals and procedures included in the City's SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City's EOCP website or the Contract Specialist.

Independently Owned, Managed, and Operated Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability or at least 10% or more; and the veteran must reside in California. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California, that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minority owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

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

Principal Place of Business: a location wherein a firm maintains a physical office and through which it obtains no less than fifty percent (50%) of its overall customers or sales dollars.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees are domiciled in San Diego County.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

VIII. Certifications.

The City accepts certifications of MBE, WBE, DBE or DVBE from the following certifying agencies:

Current certification by the State of California Department of Transportation (CALTRANS) as DBE, WBE or MBE.

Current certification by the California Unified Certification Program as DBE, WBE or MBE.

Current MBE or WBE certification from the California Public Utilities Commission.

DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.

Current certification by the City of Los Angeles as DBE, WBE or MBE.

Current certification by the U.S. Small Business Association as SDB, WOSB, SDVOSB, or Hubzone.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with RFP. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

IX. List of Attachments.

- AA. Disclosure of Discrimination Complaints**
- BB. Work Force Report**
- CC. Subcontractors List**
- DD. List of Work Made Available Form AA60**

DISCLOSURE OF DISCRIMINATION COMPLAINTS

As part of its proposal, the Design Professional must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Design Professional in a legal or administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- [X] The undersigned certifies that within the past 10 years the Design Professional has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers.
[] The undersigned certifies that within the past 10 years the Design Professional has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

Table with 6 columns: DATE OF CLAIM, LOCATION, DESCRIPTION OF CLAIM, LITIGATION (Y/N), STATUS, RESOLUTION/REMEDIAL ACTION TAKEN. The table contains 8 empty rows for data entry.

Design Professional Name Schmidt Design Group

Certified By Jeffrey T. (JT) Barr Title President & Managing Partner

Name

Handwritten signature of Jeffrey T. Barr

Signature

Date 11/04/2025

USE ADDITIONAL FORMS AS NECESSARY

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

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

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

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

Name of Company: Schmidt Design Group

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 1310 Rosecrans Street, Suite G

City: San Diego County: San Diego State: California Zip: 92106

Telephone Number: 619-236-1462 Fax Number: 619-236-8792

Name of Company CEO: Jeffrey T. (JT) Barr

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

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Landscape Architecture Type of License: Landscape Architecture #5209

The Company has appointed: Christina Schmidt

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: 1310 Rosecrans Street, Suite G, San Diego, CA 92106

Telephone Number: 619 236-1462 Fax Number: 619 236-8792 Email: info@schmidtsg.com

- 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 Schmidt Design Group

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 6th day of October, 2025



(Authorized Signature)

Jeffrey T. (JT) Barr

(Print Authorized Signature Name)

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job categories-Administration

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

Management & Financial

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

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Services

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

Architecture & Engineering, Science, Computer

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

Crafts

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Vehicle and Mobile Equipment Mechanics,
Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

SUBCONTRACTOR PARTICIPATION LIST

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

Subcontractors shall be used in the percentages listed. **NOTE:** If percentages are listed as a range, the **minimum number identified** in the range will be used to calculate overall subcontractor participation.

No changes to this Participation List will be allowed without prior written City approval. 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.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Civil Sense, Inc. 13475 Danielson Street, Ste. 150, Poway, CA 92064	Civil Engineering	17.03%	SLBE/ELBE/DBE	City of San Diego/ Caltrans
Alyson Consultants 233 Avenida Naranja, Ramona, CA 92065	Land Surveying	5.42%	ELBE/MBE/DBE	City of San Diego/ California DGS
Great Ecology & Environments 9449 Balboa Avenue, San Diego, CA 92123	Environmental Documents & Ecological Design	21.71%	OBE	
SCS Engineers 3900 Kilroy Airport Way, Ste. 100, Long Beach, CA	Landfill Redevelopment and Remediation	6.77%	OBE	
Barnett Quality Control Services dba NOVA Services 4373 Viewridge Avenue, Ste. B, San Diego, CA 92123	Geotechnical Engineering	6.9%	SLBE/DVBE	City of San Diego/ State of CA
aark Engineering 1870 Cordell Court, El Cajon, CA 92020	Structural Engineering	2.13%	ELBE	City of San Diego
Visual Concepts Lighting, Inc. 4858 Mercury St. 210, San Diego, CA 92111	Electrical Engineering	5.61%	ELBE/MBE/DBE	City of San Diego/ State of CA/CADOT
Wayne Chang Consultants P.O. Box 9496, Rancho Santa Fe, CA 92067-4496	Stormwater/Hydrology	4.5%	OBE	

List of Abbreviations:

- | | |
|--|-------------|
| Small Local Business Enterprise | SLBE |
| Emerging Local Business Enterprise | ELBE |
| 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* |

* 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) Consultant Requirements

LIST OF WORK MADE AVAILABLE

List items of the Work the Bidder made available to SLBE-ELBE firms. Identify those items of the Work the Bidder might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate SLBE-ELBE participation. For each item listed, show the dollar amount and percentage of the Base Bid. The Bidder must demonstrate that enough work to meet the goal was made available to SLBE-ELBE firms.

ITEM OF WORK MADE AVAILABLE	NAICS CODE	BIDDER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT	PERCENTAGE OF BASE BID
Civil Engineering Civil Sense, Inc.	541330	Y	Y	\$383,210.00	17.03%
Geotechnical Engineering NOVA Services	541380	Y	Y	\$155,290.55	6.9%
Land Surveying Alyson Consulting	541370	Y	Y	\$122,100.00	5.42%
Structural Engineering ark Engineering	541330	Y	Y	\$47,845.50	2.13%
Electrical Engineering Visual Concepts Lighting, Inc.	541330	Y	Y	\$126,270.00	5.61%

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.

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: Engineering and Capital Projects Department
- 2. Name of Specific Consultant & Company: Schmidt Design Group, Inc.
- 3. Address, City, State, ZIP 1310 Rosecrans Street, Suite G, San Diego, CA 92106
- 4. Project Title (as shown on 1472, "Request for Council Action") North Chollas Community Park Improvements
- 5. Consultant Duties for Project: Professional landscape services for the design, permitting, bid and construction support, and post-construction closeout.

6. 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: Parita Ammerlahn
Parita Ammerlahn
Acting Deputy Director*

10/24/2025
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.

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 CONSULTANT PERFORMANCE EVALUATION

The purpose of this form is to evaluate the consultant’s performance and will be retained by Public Works Contracts for five years to provide historical data to City staff when selecting consultants.

Section I PROJECT INFORMATION

1. PROJECT DATA	2. CONSULTANT DATA
1a. Project (title, location):	2a. Name, address, phone & email of Consultant:
1b. Brief Description:	2b. Consultant’s Project Manager:
1c. Contract Amount: \$ WBS/IO:	Phone: () Email:
3. CITY DEPARTMENT RESPONSIBLE	
3a. Department (include Division): Deputy Director:	3b. Project Manager (name, address, phone & email address): Phone: () Email:

Section II SPECIFIC RATINGS

PERFORMANCE EVALUATION	EXCELLENT	SATISFACTORY	UN-SATISFACTORY	N/A
1. Quality of Report, Study, Plans, Specifications, etc. [Deliverables] of Scope as noted:				
• Deliverables submitted were complete in all respects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• All comments and review requests were adequately incorporated into Deliverables.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Deliverables were properly formatted and well-coordinated.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Writing style/presentation and terminology was clear and straightforward with adequate backup provided.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Ability to adhere to contract schedule, budget, and overall timely responses as noted:				
• Deliverables prepared in accordance with the agreed upon schedule(s).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Consultant alerted the City to possible schedule problems well in advance of delays.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Consultant suggested solutions there were cost effective, appropriate and were provided in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provided responses to RFI’s/emails/request for proposals, etc. in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Ability to manage project team, Subconsultants, and coordinate with City staff as noted:				
• The Consultant was reasonable and fair during negotiations of the Agreement and/or on Task Orders.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant followed direction and chain of responsibility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant reviewed and analyzed Subconsultant Deliverables and oversaw their work in an appropriate manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provided adequate support/attendance during meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II

SPECIFIC RATINGS Continued

PERFORMANCE EVALUATION	EXCELLENT	SATISFACTORY	UN-SATISFACTORY	N/A
4. Ability to manage responsibilities in the regulatory/approval process as noted:				
• The Consultant researched and adhered to the necessary Federal/State/City code/regulations & requirements needed for the Deliverable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant advise the City the necessary regulatory restrictions that needed to be adhered to.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Quality of Construction/Design Support as noted:				
• The drawings/plans reflected existing conditions accurately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provided direction/support to the Resident Engineer and work cooperatively with them.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provide adequate support for As-Built drawings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Change orders due to design deficiencies were kept to a minimum.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes No)

Section IV

FINAL RATING

4. OVERALL RATING			
Consultant Rating	Excellent <input type="checkbox"/>	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
5. AUTHORIZING SIGNATURES			
5a. Project Manager _____	Name	Signature	Date
5b. Deputy Director _____	Name	Signature	Date
5c. Provided to Consultant _____	Name of Recipient	Signature	Date Provided
Consultant Concurrence*: Yes <input type="checkbox"/> No <input type="checkbox"/>			
*Note: Consultant has the right to appeal the contents of this evaluation. Please refer to SDMC 22.0811(a) for more details.			

**City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a bidder or proposer has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Contractor Standards Pledge of Compliance (Pledge of Compliance) signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Respondents must provide responses on Attachment "A" to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render the bid or proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

A. BID/PROPOSER/SOLICITATION TITLE:

Request for Proposal for Landscape Architectural Services for City of San Diego Design of North Chollas

Community Park Improvements for the Engineering & Capital Projects Contract Number: H2326245-M

B. BIDDER PROPOSER INFORMATION

Schmidt Design Group, Inc		Schmidt Design Group	
Legal Name		DBA	
1310 Rosecrans Street, Suite G	San Diego	CA	92106
Street Address	City	State	Zip
Jeffrey T. (JT) Barr, President	619-236-1462	619-236-8792	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

EXHIBIT G

Jeffrey T. (JT) Barr	President/Managing Partner
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
89.9% Ownership of Schmidt Design Group	
Interest in the transaction	

Jeff Justus	Technical Partner
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
10.1% Ownership of Schmidt Design Group	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Use Attachment "A" if additional pages are necessary.

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: To be responsive, each member of a Joint Venture must complete a separate Pledge of Compliance.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes **No**

If **Yes**, use Attachment "A" to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes **No**

If **Yes**, use 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 Attachment "A" to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances.

5. Within the last five (5) years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances.

6. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: California Bank and Trust

Point of Contact: Tammy Keen, Vice President

Address: 3737 Fifth Avenue, San Diego, CA 92103

Phone Number: (619) 542-5068

7. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

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 Attachment "A" to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment "A" to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Company Name:	City of San Diego
Contact Name and Phone Number:	Kevin Oliver 619-533-5139
Contact Email:	koliver@sandiego.gov
Address:	600 B Street, San Diego, CA 92101
Contract Date:	2012 - 2016
Contract Amount:	\$343,311
Requirements of Contract:	Professional Landscape Architecture Services [Charles Lewis III Memorial Park]

Company Name:	San Diego State University (SDSU)
Contact Name and Phone Number:	Robert Schulz 619-219-9778
Contact Email:	rschulz@sdsu.edu
Address:	5500 Campanile Dr, San Diego, CA 92182
Contract Date:	2019 - Ongoing
Contract Amount:	\$1,732,171
Requirements of Contract:	Professional Landscape Architecture Services [SDSU Mission Valley Site Development/River Park]

Company Name:	City of San Diego
Contact Name and Phone Number:	Mark Calleran 619-533-5197
Contact Email:	mcalleran@sandiego.gov
Address:	600 B Street, San Diego, CA 92101
Contract Date:	2014 - 2019
Contract Amount:	\$181,986
Requirements of Contract:	Professional Landscape Architecture Services [Pacific Highlands Ranch Community Park]

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager 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, permitting, and licensing laws?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances surrounding each instance. Include the name of the entity involved, the 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 determined to be non-responsible by a public entity?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances of each instance. Include the name of the entity involved, the 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 public entity?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances of each instance. Include the entity involved, specific 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 Attachment "A" to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws?

Yes No

If **Yes**, use Attachment "A" to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

J. STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please check here Not Applicable.

Company Name: Civil Sense, Inc.

Contact Name and Phone Number: Henry Peng | 858-633-8642

Contact Email: henry@civil-sense.com

Address: 13475 Danielson Street, Suite 150, Poway, CA 92064

Contract Date:

Sub-Contract Dollar Amount: \$191,979.25

Requirements of Contract: Professional Civil Engineering Services

What portion of work will be assigned to this subcontractor: 17.03%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) **Yes** **No**

If **Yes**, Contractor must provide valid proof of certification with the response to the bid or proposal.

K. STATEMENT OF AVAILABLE EQUIPMENT:

List all necessary equipment to complete the work specified using Attachment "A". In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response when, in its opinion, the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

If no equipment is necessary to complete the work specified, please check here Not Applicable.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

If not using this Attachment "A", please check here Not Applicable.

STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please check here Not Applicable.

Company Name: Alyson Consultants, Inc.

Contact Name and Phone Number: Jaime A. Taynor | 619-851-3331

Contact Email: jaime@alysoncorp.com

Address: 1233 Avenida Naranja, Ramona, CA 92065

Contract Date:

Sub-Contract Dollar Amount: \$83,842.50

Requirements of Contract: Professional Land Surveying Services

What portion of work will be assigned to this subcontractor: 5.42%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes No

If **Yes**, Contractor must provide valid proof of certification with the response to the bid or proposal.

I have read the matters and statements made in this Pledge of Compliance and Attachment "A"(s) there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Jeffrey T. (JT) Barr | President

Print Name, Title



Signature

10/06/2025

Date

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

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Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please check here Not Applicable.

Company Name: Great Ecology and Environments (dba. Great Ecology)

Contact Name and Phone Number: Jill McGrady, Ph.D. | 858-750-3201

Contact Email: jmcgrady@greatecology.com

Address: 2251 San Diego Ave., Suite A218, San Diego, CA 92110

Contract Date:

Sub-Contract Dollar Amount: \$149,100

Requirements of Contract: Professional CEQA and Restoration Services

What portion of work will be assigned to this subcontractor: 21.71%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes No

If Yes, Contractor must provide valid proof of certification with the response to the bid or proposal.

I have read the matters and statements made in this Pledge of Compliance and Attachment "A"(s) there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Jeffrey T. (JT) Barr | President

Print Name, Title



Signature

10/06/2025

Date

City of San Diego
CONTRACTOR STANDARDS
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STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please check here Not Applicable.

Company Name: Stearns, Conrad and Schmidt Consulting Engineers, Inc. (dba. SCS Engineers)

Contact Name and Phone Number: Keith L. Etchells | 858-204-4646

Contact Email: ketchlls@scsengineers.com

Address: 8799 Balboa Ave., Suite 290, San Diego, CA 92123

Contract Date:

Sub-Contract Dollar Amount: \$105,735

Requirements of Contract: Professional Landfill Redevelopment and Remediation Services

What portion of work will be assigned to this subcontractor: 6.77%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes No

If **Yes**, Contractor must provide valid proof of certification with the response to the bid or proposal.

I have read the matters and statements made in this Pledge of Compliance and Attachment "A"(s) there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Jeffrey T. (JT) Barr | President

Print Name, Title


Signature

10/06/2025

Date

City of San Diego
CONTRACTOR STANDARDS
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STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please check here Not Applicable.

Company Name: Barnett Quality Control Services Inc. (dba. NOVA Services)

Contact Name and Phone Number: Melissa Stayner | 858-292-7575

Contact Email: mstayner@usa-nova.com

Address: 4373 Viewridge Ave., Suite B, San Diego, CA 92123

Contract Date:

Sub-Contract Dollar Amount: \$88,547.08

Requirements of Contract: Professional Geotechnical Services

What portion of work will be assigned to this subcontractor: 6.9%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, OVBE, or OBE? (Check One) Yes No

If Yes, Contractor must provide valid proof of certification with the response to the bid or proposal.

I have read the matters and statements made in this Pledge of Compliance and Attachment "A"(s) there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Jeffrey T. (JT) Barr | President

Print Name, Title


Signature

10/06/2025

Date

City of San Diego
CONTRACTOR STANDARDS
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STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please check here Not Applicable.

Company Name: aark Engineering

Contact Name and Phone Number: Mark Van Bibber | 619-312-6336

Contact Email: vanbibber@aarkengineering.com

Address: 619-312-6336

Contract Date:

Sub-Contract Dollar Amount: \$12,099.68

Requirements of Contract: Professional Structural Engineering Services

What portion of work will be assigned to this subcontractor: 2.13%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes No

If **Yes**, Contractor must provide valid proof of certification with the response to the bid or proposal.

I have read the matters and statements made in this Pledge of Compliance and Attachment "A"(s) there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Jeffrey T. (JT) Barr | President

Print Name, Title


Signature

10/06/2025

Date

City of San Diego
CONTRACTOR STANDARDS
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STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please check here Not Applicable.

Company Name: Visual Concepts Lighting, Inc

Contact Name and Phone Number: Ken Perez, Sr. | 858-278-4503

Contact Email: mstayner@usa-nova.com

Address: 4858 Mercury Street #210, San Diego, CA 92111

Contract Date:

Sub-Contract Dollar Amount: \$78,403.50

Requirements of Contract: Professional Electrical Engineering Services

What portion of work will be assigned to this subcontractor: 5.61%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes No

If **Yes**, Contractor must provide valid proof of certification with the response to the bid or proposal.

I have read the matters and statements made in this Pledge of Compliance and Attachment "A"(s) there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Jeffrey T. (JT) Barr | President

Print Name, Title


Signature

10/06/2025

Date

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

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STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please check here Not Applicable.

Company Name: Chang Consultants

Contact Name and Phone Number: Wayne Chang | 858-692-0760

Contact Email: wayne@changconsultants.com

Address: P.O. Box 9496, Rancho Santa Fe, CA 92067-4496

Contract Date:

Sub-Contract Dollar Amount: \$39,660

Requirements of Contract: Professional Electrical Engineering Services

What portion of work will be assigned to this subcontractor: 4.5%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes No

If Yes, Contractor must provide valid proof of certification with the response to the bid or proposal.

I have read the matters and statements made in this Pledge of Compliance and Attachment "A"(s) there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Jeffrey T. (JT) Barr | President

Print Name, Title


Signature

10/06/2025

Date

L. TYPE OF SUBMISSION: This document is submitted as: Pledge of Compliance Initial submission.

OR

 Update to prior Pledge of Compliance dated ____/____/____**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance requires an updated response. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will 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) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar 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).

(e) I and my firm will cooperate fully with the City during any investigation and agree to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted.

Jeffrey T. (JT) Barr | President

Name and Title



Signature

10/06/2025

Date