

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
KTU&A PLANNING AND LANDSCAPE ARCHITECTURE
FOR
DESIGN OF WARD CANYON NEIGHBORHOOD
PARK PHASE III
CONTRACT NUMBER: H2125832**

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DESIGN PROFESSIONAL AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
 - (AA) Disclosure of Discrimination Complaints
 - (BB) Work Force Report
 - (CC) Subcontractors List
- Exhibit E - Determination Form
- Exhibit F - Consultant Performance Evaluation Form
- Exhibit G - Contractor Standards Pledge of Compliance

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND KTU&A PLANNING & LANDSCAPE ARCHITECTURE
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and KTU&A Planning & Landscape Architecture [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of Ward Canyon Neighborhood Park Phase III [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 Department 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 Department. 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 28 months from issuance of notice to

proceed; 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 City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$872,489. The compensation for the Scope of Services shall not exceed \$810,749 and the compensation for Additional Services (described in Section 3.2), shall not exceed \$61,740.

3.2 Additional Services. The City may require that the Design Professional perform additional Professional Services [Additional Services] beyond those 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 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 Compensation and Fee Schedule. The Design Professional shall submit one invoice per calendar month in a form acceptable to the 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; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4 of this Agreement. However, failure to obtain 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. 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 \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

4.3.1.2 Commercial Automobile Liability. For all of the Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force and effect, automobile insurance written on an ISO form

CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto). 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. For all of the Design Professional's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Design Professional shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Design Professional shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

4.3.1.4 Architects & Engineers Professional Liability. For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the 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 Aviation Liability Insurance. The Design Professional shall procure and maintain at their expense or require their Subcontractor, as described below, to procure and maintain Aviation Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

4.3.1.6 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 \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.

All costs of defense must 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.

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

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 affords pollution liability coverage.

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

4.3.3 Acceptability of Insurers.

4.3.3.1 Except for the State Compensation Insurance Fund, all insurance required by this 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 allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, and (c) your work, including but not limited to your completed operations performed by you or on your behalf.

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 Aviation 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, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.

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

4.3.4.4 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.

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

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

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

4.4 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 fourteen 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 online 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 work place, and specifying the actions that will be taken against employees for violations of the prohibition.

4.7.2 Drug-Free Awareness Program. The Design Professional shall establish a drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the work place; (2) the policy of maintaining a drug-free work place; (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 work place 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 Resident Engineer (RE) 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 Lydia Marshall, 525 B Street Ste 750 MS 908A San Diego, CA 92101, and notice to the Design Professional shall be addressed to: KTUA Planning and Landscape Architecture, Brooke J.P. Whalen, 3916 Normal Street San Diego, 92103, brooke@ktua.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: KTUA Planning & Landscape Architect and their subconsultants [Project Team], Brook Whalen and Jerod Howa. 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 KTUA Planning & Landscape Architecture's signature authority document.

I HEREBY CERTIFY I can legally bind KTUA Planning and Landscape Architecture and that I have read all of this Agreement, this 22 day of JUNE, 2022.

By Brooke J.P. Whalen
Brooke J.P. Whalen
Principal

Dated this 3rd day of October, 2022.

THE CITY OF SAN DIEGO
Mayor or Designee

By Cindy Crocker
Cindy Crocker
Principal Contract Specialist
Purchasing & Contracting

I HEREBY APPROVE the form of the foregoing Agreement this 10th day of October, 2022.

MARA W. ELLIOTT, City Attorney

By Mara W. Elliott
Deputy City Attorney

DESIGN PROFESSIONAL AGREEMENT
EXHIBITS

SCOPE OF SERVICES

1.0 PROJECT DESCRIPTION

Ward Canyon Neighborhood Park is an existing Parks and Recreation Department asset located within the Mid-City Normal Heights Community of the City of San Diego in Council District 3. A General Development Plan (GDP) Amendment for the site was approved by the Park and Recreation Board in 2013. The GDP amendment includes expansion of the current 5-acre park site to approximately 6-acres, demolition of existing basketball courts, and construction of a new community building and associated underground improvements, parking lot, dog park, pergola shade structures, community garden, par course exercise stations, multi-purpose sport courts, security lighting, prefabricated accessible bridge, site furnishings, irrigation and planting, and freeway sound walls. The GDP also illustrates an additional 0.25 acres of Caltrans Right of Way from southbound (SB) 40th Street to SB State Route (SR) 15 to be relinquished by Caltrans to the City as part of the park expansion.

The Ward Canyon Neighborhood Park Phase III project ("Project") will be designed utilizing a phased approach. Phase I scope of services for the Project will be limited to the design associated with relinquishment of the Caltrans Right of Way from SB 40th Street to SB SR-15. Phase II scope of services for the Project shall include preparation of construction documents for the GDP amendment improvements.

2.0 GENERAL

Under the general supervision of the Mayor or his designated representatives, and pursuant to Agreement, Document No. **H2125832, KTU&A Planning and Landscape Architecture**, (Design Professional) shall provide professional services for Ward Canyon Neighborhood Park Phase III including, but not necessarily limited to, architectural, structural, civil, mechanical, landscaping, geotechnical, electrical, survey, or other services necessary to complete the Project. These services will be provided according to City direction and in conformance with the current California Building Code/Uniform Building Code, California Title 24 Accessibility Standards, and the Americans with Disabilities Act/Americans with Disabilities Act Design Guidelines including professional standards of practice established by the City including all amendments and revisions of these standards as adopted by the City.

2.1 The professional standards of practice established by the City include, but are not necessarily limited to, the following:

- American Public Works Association's/Associated General Contractors of California's Standard Specifications for Public Works construction with Regional and City Supplements [the Greenbook and the Whitebook].
- San Diego Regional Standards Committee's WATCH Handbook.
- City of San Diego's Standard Special Provisions for Street Lighting & Traffic Signal Systems.
- California Department of Transportation's Manual of Traffic Controls for construction and Maintenance Work Zones.

- California Department of Transportation's Standard Specifications (utilized for work in Caltrans rights-of-ways).
 - City of San Diego's Standard Drawings
 - California Department of Transportation's Standard Plans (utilized for striping of City streets and work in Caltrans rights-of-ways).
 - City of San Diego's Drainage Design Manual.
 - City of San Diego's Landscape Technical Manual produced by the Planning Department.
 - City of San Diego Sewer Design Guide
 - City of San Diego Street Design Manual
 - City of San Diego's Manual of Preparation of Land Development and Public Improvement Plans.
 - City of San Diego's Technical Guidelines for Geotechnical Reports.
 - Land Development Code/San Diego Municipal Code
 - City of San Diego's Parks & Recreation Department's Consultant's Guide to Park Design and Development
- 2.2** Design Professional shall comply with the City Engineering drafting standards, as outlined in the City of San Diego's Manual of Preparation Land Development and Public Improvement Plans and Citywide Computer Aided Design and Drafting (CADD) Standards latest edition.
- 2.3** Design Professional shall be responsible for the design services of the Project in accordance with all current applicable laws, regulations and codes.
- 2.4** Design Professional shall research and obtain all as-built drawings from the City's Maps and Records section as necessary to design the Project. Design Professional shall not be responsible for inaccurate or unavailable as-built information.
- 2.5** Design Professional shall design the storm drain systems to the frequency storm runoff capacities as outlined in the City of San Diego's Drainage Design Manual.
- 2.6** Design Professional shall provide all required information for the construction or relocation of public or private utility facilities which must be constructed or relocated because of this Project.
- 2.7** Design Professional shall obtain all necessary geotechnical information required for the design and construction of the Project. The Project Engineering Geologist and/or Project Soils Engineer (qualified R.C.E. or R.G.E.) shall prepare a statement that will be included in the Bidding Documents, to address existing geotechnical conditions of the site which might affect construction.
- 2.8** Design Professional shall design the Project to comply with the ADA and Title 24 as described in the Consultant Agreement; however, as owner of the facility, the City is exposed to liability for projects on which designers fail to meet this obligation. Consequently, the City is implementing an evaluation of certain design aspects to ensure a compliant facility. The Design Professional shall complete and submit an ADA Compliance Review Checklist. This Checklist is designed to assist Design Professionals in meeting their ADA obligations under the contract (Design Professional also must meet Title 24 which these checklists do not cover). These checklists are not comprehensive. The checklists merely reflect the specific problematic areas of compliance with

ADA commonly seen by the City. As a result, the City will be checking only these areas of ADA prior to acceptance of a Design Professional's design. The Design Professional is obligated to meet all additional laws which are not included on the City's ADA Design Review Checklist, and/or to advise the City at any time if they feel components on the checklist misrepresent the current state of the law. These ADA checklists and the City's access review process in no way limits the Design Professional's obligation under the contract.

3.0 CONTRACT DOCUMENTS

3.1 PHASE 1 – TASK 1: TOPOGRAPHIC AND BOUNDARY SURVEY

3.1.1 Topographic Survey of Site / Base Map Production

Design Professional in conjunction with their subconsultants will perform site research; perform a topographic survey of the project area, locating all visible improvements and utilities, and perform a boundary survey of the park property. The right of way/property lines will be established based on a search of field monuments and record mapping:

- Research NAD 83 horizontal control monuments per Record of Survey 14492 and a City of San Diego benchmark.
- Research City of San Diego record utility drawings.
- Request and obtain franchise utility drawings.
- Field surveying services to establish a high precision survey control network around the project site and set 8 aerial photogrammetric targets.
- Procure the services of an underground utility mark out firm to spend up to 24 hours marking out the existing underground utilities throughout the project site.
- Perform an aerial topographic survey of the project area compiled at 20 scale with 1-foot contour intervals using photogrammetric means. The aerial topographic survey shall be verified to meet the National Mapping Accuracy Standards for horizontal and vertical precision.
- Field surveying services to obtain ground based topographic survey data of the site, including curb, asphalt, concrete hardscape throughout the entire park, walls, fences, building corners, finish floor elevations, above ground utility structures, invert elevations and pipe sizes, tree locations, tree sizes and canopy limits.
- Field surveying to locate property corner monuments surrounding the project site. The City of San Diego will perform monument preservation.
- Professional Land Surveyor to resolve the boundary and plot easements contained in the City of San Diego provided title report.
- Drafting services to compile in AutoCAD the boundary, easement, aerial topography, ground survey data and record underground utility locations based on available records.

- File a Record of Survey in compliance with California Business and Professions Code Section 8762 in accordance with 2018 CADD standards.

3.1.2 Caltrans Adams Avenue Ramp Topographic and Right of Way Survey

Design Professional in conjunction with their subconsultant will obtain a Caltrans Right of Entry Permit to perform surveying within the Caltrans Right of way and then complete field surveying services to obtain ground based topographic survey data of the site, including curb, asphalt, concrete hardscape throughout the existing on/off ramps, walls, fences, above ground utility structures, invert elevations and pipe sizes, tree locations, tree sizes and canopy limits.

3.1.3 Design Teams Coordination/Project Management

Design Professional will maintain close coordination with the City to resolve questions and key issues so that the Project can proceed as scheduled. This task also includes in-house team management and administration.

Phase 1 – Task 1: Work Products

- A signed and sealed PDF, the AutoCAD .dwg file and .xml file per the survey deliverable checklist with DTM and contours and existing utilities, and a digital orthophoto.

Phase 1 – Task 1: Meetings

- Internal Coordination meetings – 2 total

3.2 PHASE 1 – TASK 2: LIMITED GEOTECHNICAL INVESTIGATION

3.2.1 Information Review

Geotechnical Design Professional will review readily available information, including preliminary project design information, published geologic literature and maps, as-built utility maps, pertinent geotechnical reports prepared by others (if available), and topographic maps.

3.2.2 Field Reconnaissance, Planning, Permitting, and Utility Clearance

This task includes the performance of several subtasks/services in preparation of the field exploration program, as follows:

- Perform a field reconnaissance to select suitable locations for the exploratory soil borings and infiltration holes.
- Prepare a boring location map for review and approval by the Design Professional and the City.

- Coordinate utility clearance of the proposed boring locations through Underground Service Alert (USA). Obtain soil boring permits from the County of San Diego Department of Environmental Health Services (DEHS). In addition, the team will obtain signed property owner consent form the City PM.
- Prepare submittal for City's DS 511 review process which include boring locations and dimensions, proposed equipment, and access routes.
- Obtain encroachment and traffic control permits from City of San Diego and Caltrans.

AGE (Geotechnical Design Professional) will provide the DS 511 for submission to the City of San Diego Development Services Department (DSD). The Geotechnical Design Professional assumes that no other regulatory agency permits will be required to perform the soil borings.

3.2.3 Field Exploration Program

The Geotechnical Design Professional will perform the following:

- Three (3) borings to depth of 30 feet below the ground surface (bgs) in the area of the proposed community building.
- Three (3) borings to depth of 30 feet bgs in the area of the proposed pedestrian bridge;
- Ten (10) shallow borings between 2 to 10 feet bgs for design of walls and pergolas, foundation of security lightings, and collect R-value samples for pavement design recommendations; and
- Infiltration testing in four (4) potential infiltration basin areas. Four tests will be performed in each area for a total of 16 infiltration tests. The infiltration test holes will be advanced to depths between 3 to 8 feet bgs. All infiltration testing will be performed in accordance with the City of San Diego BMP design manual.

The Geotechnical Design Professional will advance the borings and infiltration holes using conventional hollow-stem auger drilling method to the target depth or less if drilling refusal on bedrock, hard cemented zones or large cobbles/rock is encountered. The field investigation will be performed under the direction of an experienced Geotechnical Engineer (GE) or Certified Engineering Geologist (CEG).

The soil materials encountered in the borings and infiltration holes will be visually classified and logged, and representative samples of the soils will be collected for laboratory testing and analysis. During drilling, Standard Penetration Tests (SPT) will be performed inside the borings with a specially manufactured "split spoon" sampler at selected depths. Relatively undisturbed samples will be obtained by driving a 3-inch (OD) diameter standard California sampler with a special cutting tip and inside lining of thin brass rings into the soils at the bottom of the borehole. Soil cuttings retained in the samplers will be field screened for the possible presence of volatile organic

compounds using an OVM. In addition, loose bulk samples will also be collected from each borehole.

Upon completion of the field exploration activities, the borings will be backfilled in accordance with DEH permit with concrete grout and the infiltration holes with soil cuttings generated from the drilling operations. Borings and infiltration holes located in paved areas will be patched with 6 inches of concrete or permanent rated Aquaphalt to match the existing pavement. The work area will be cleaned, and any excess soil will be removed for offsite disposal. Care will be taken to protect existing turf and irrigation heads during explorations. The Geotechnical Design Professional will notify the City 3 weeks ahead of exploration.

3.2.4 Geotechnical Laboratory Testing

Geotechnical laboratory tests will be performed on selected soil samples to verify field classifications and to evaluate certain engineering characteristics. Laboratory tests will be performed in general conformance with the American Society for Testing and Materials (ASTM) or other generally accepted testing procedures. The testing program will include the following:

- In-place Moisture Content (ASTM D2216);
- Moisture Content and Dry Density (ASTM D2937);
- Wet Sieve Analysis (ASTM D422);
- Atterberg Limits (ASTM D4318);
- Compaction (ASTM D1557);
- Direct Shear (ASTM D3080);
- Expansion Index (ASTM D4829);
- R-value (CTM 301); and
- Soil pH, resistivity, and soluble sulfate, chloride and bicarbonates concentrations.

3.2.5 Engineering Analysis and Report Preparation

Geotechnical Design Professional will analyze the field and laboratory test data and prepare a written Draft Report to present a summary of our findings, including the final field and laboratory test results, along with our opinions and recommendations. The report will address the following geotechnical issues:

- General surface and subsurface conditions;
- General geologic conditions and potential geologic hazards;
- Site specific seismic analysis in accordance with CBC 2019 and ASCE 7-16;
- Groundwater conditions, if encountered within the maximum depth of exploration;
- Soil excavation characteristics;
- Allowable soil bearing capacity and earth pressures for foundation design;

- Pavement design recommendations;
- Modulus of subgrade reaction;
- Soil settlement characteristics;
- Soil corrosivity characteristics;
- General construction-related considerations, including earthwork and remedial grading, backfilling operations, temporary sloped excavations and shoring, and construction dewatering, if applicable.

Following receipt of City review comments on the Draft Report, the Geotechnical Design Professional will prepare and submit a Final Report that will incorporate the response to the review comments that were received.

Phase 1 - Task 2: Work Products

- All products will be delivered in digital PDF format
- Draft Geotechnical Report

Phase 1 - Task 2: Meetings

- Internal Design Team meetings for coordination – 2 total

3.3 PHASE 1 - TASK 3: CALTRANS RELINQUISHMENT

3.3.1 Meetings and Coordination with CALTRANS

3.3.1.1 Project Development Team (PDT) Meetings

All PDT meetings will include the City, Caltrans, and the Design Professional. The Design Professional will provide for, report on, and schedule regular monthly progress meetings with the Project Development Team (PDT) to review project issues and progress. A regular standing agenda shall be developed and reported in a form acceptable to the City. Six (6) PDT meetings are anticipated. Design Team will prepare agenda, meeting minutes and action items for each meeting. It is also anticipated that there will up to five (5) additional focus group meetings throughout the design process.

3.3.1.2 Caltrans and FHWA Coordination Meetings

The Design Professional will coordinate with Caltrans and the FHWA to process and approve the Project Report, Encroachment Permit, and Modified Access Report.

3.3.1.3 Quality Management Plan (QMP)

The Design Professional will review the final Quality Management Plan (QMP) by City and Caltrans. Three (3) total rounds of revisions are included.

3.3.2 Site Assessment of Hazardous Materials (within Caltrans ROW only)

3.3.2.1 Information Review

The Design Professional will review publicly available records/files maintained by the State Water Resources Control Board (SWRCB) and the County of San Diego Department of Environmental Health Services (DEHS) which are available on the State of California GeoTracker website for information pertaining to unauthorized releases at the project site and its immediate vicinity. In addition, the Design Professional and their subconsultant will retain the services of Environmental Data Resources, Inc. (EDR), an independent database search company, to perform a search of pertinent Federal, State and local regulatory agency database records. The EDR report also includes historical land use information from readily available public records such as old business directories, Sanborn Fire Insurance maps, and historical aerial photographs and topographical maps. The database search will be extended to a distance of 1.0 mile from the project site.

3.3.2.2 Site Reconnaissance

Geotechnical Design Professional will perform a visual reconnaissance of the project site to observe current conditions and activities at the project site and adjoining properties. Visual indicators of the use or storage of hazardous materials/wastes and potential contamination, such as soil stains, surface spills, stressed vegetation, or other evidence of potential hazardous materials-related conditions will be evaluated and recorded. This task does not include the collection of soil and/or groundwater samples for analytical (chemical) testing.

3.3.2.3 Data Analysis and Reporting

The information obtained from the data review and site reconnaissance will be compiled and evaluated and presented in a written Draft Report. The report will address the presence of hazardous waste contamination sources on or in the immediate vicinity of the project site that could pose a potential hazard to the proposed Project. The report will include all technical data gathered during the course of the study and the preliminary findings and recommendations for further investigation, if applicable, in areas where the presence of contaminated soil or groundwater conditions may exist. Following receipt of City review comments, the Design Professional and their

subconsultant will prepare and submit a Final Report that will incorporate the response to the review comments that were received.

3.3.3 Aerially Deposited Lead Survey

3.3.3.1 Planning, Permitting, and Utility Clearance

Geotechnical Design Professional will perform several subtasks in preparation of the soil sample collection program, as follows:

- Perform a site reconnaissance visit to observe existing site conditions and to select suitable locations for the sample collections.
- Coordinate utility clearance of the proposed sample collection locations through Underground Service Alert (USA).
- Obtain encroachment and traffic control permits from Caltrans.

The Geotechnical Design Professional will prepare the Caltrans encroachment and traffic control permit application to be submitted and signed by the City of San Diego. Following Caltrans approval of the proposed encroachment and traffic control plans, the Geotechnical Design Professional will submit an application for a Caltrans Double Permit to perform the work. The Geotechnical Design Professional assumes no additional special environmental and/or regulatory agency permits will be required to conduct the field sampling program.

3.3.3.2 Field Sample Collection

The Geotechnical Design Professional will collect samples from eleven (11) locations from areas where ground disturbance will take place during construction. The borings will be advanced with a hand auger to a maximum depth of 2.5 feet below the ground surface (bgs) or refusal. Up to three soil samples will be collected from each boring location at depths of approximately 0 to 0.5 foot bgs, 1 to 1.5 feet bgs, and 2 to 2.5 feet bgs. This work will be done in conjunction with Phase 1, task 2 and will not require separate mobilization.

The Geotechnical Design Professional will perform the borings using a manually operated, pre-cleaned, stainless steel hand auger. Soil samples will be collected from the hand auger and placed into laboratory-supplied, 16-ounce jars with Teflon lids. The sample jars will be labeled with a sample identification number, depth, date and time of the sample collection, project number and samplers' initials, and placed in a secured chilled ice chest. Standard chain-of-custody (COC) procedures will be

used during sampling and transportation to Clarkson Laboratory in Chula Vista.

An equipment blank, consisting of distilled water poured over the sampling equipment that had been cleaned, will be collected at the end of each sampling day. The equipment blank will be collected to document the condition of the sampling equipment following decontamination. Equipment blank samples will be collected in a laboratory-supplied, nitric acid-preserved bottle. The sample bottle will be labeled with a unique sample identifier, date, time, project number and samplers' initials. The equipment blank sample will be placed in the chilled cooler along with the soil samples and transported to Clarkson Laboratory for analysis.

Sampling equipment (i.e., hand auger cutter head, soil sampler, etc.) will be washed with a solution of Liquinox® detergent and rinsed with tap water and deionized water, in buckets, prior to each use. Generation of wash water will be minimized. Wash water will be contained in 5-gallon buckets for disposal. At the end of the day, wash water will be disposed at the surface of the exposed soil within the right-of-way, in an area that does not cause runoff of fluid or sediment into receptors (i.e., storm drain, creek, or other surface water bodies).

Upon completion of the field sampling activities, the holes will be backfilled with bentonite chips. The work area will be cleaned and any excess soil will be removed for offsite disposal.

The Geotechnical Design Professional assumes that the field sampling activities can be performed during regular daytime hours (7 am to 5 pm). The Geotechnical Design professional assumes that the sampling activities can be performed in the existing landscaped areas and that no pavement coring and/or repair will be required for the performance of the sample collection. The Geotechnical Design Professional assumes that there are no hazardous material contamination issues in the areas where the sampling operation will be performed. In the event that visual or odoriferous indications of soil contamination are detected, Geotechnical Design Professional will immediately cease the field operations and notify the Design Professional and the City to discuss further action.

3.3.3.3 Laboratory Testing

Geotechnical Design Professional will perform analytical testing to evaluate the lead content concentrations in the samples collected during the field sampling program. The tests will be performed by Clarkson Laboratory in Chula Vista, a state-certified analytical laboratory. The laboratory tests are anticipated to include the following:

- Total lead by United States Environmental Protection Agency (USEPA) Method 6010B;
- Soluble Threshold Limit Concentration (STLC) of lead by modified California Title 22 waste extraction test (CA-WET) method using citric acid as the extractant;
- Toxicity Characteristic Leaching Procedure (TCLP) of lead using USEPA Method 1311; and
- Hydrogen ion index (pH) by USEPA Method 9045D.

The lead testing procedure will be performed in two phases. All the samples will be screened for total lead using United States Environmental Protection Agency (USEPA) Method 6010B. Only samples with total lead concentrations in excess of ten times the Soluble Threshold Limit Concentration (STLC) will be tested by the modified California Title 22 waste extraction test (CA-WET) method using citric acid as the extractant, Toxicity Characteristic Leaching Procedure (TCLP) using USEPA Method 1311, and hydrogen ion index (pH) by USEPA Method 9045D.

3.3.3.4 Analysis and Reporting

The Geotechnical Design Professional will analyze the laboratory test results in general accordance with EPA Test Methods for Evaluating Solid Wastes (SW-846). The statistical analysis will be performed using the USEPA statistical analysis package, ProUCL Version 5.1.002 (ProUCL). Based on the results of the analysis, Geotechnical Design Professional will provide recommendations for handling and disposal of the onsite soil materials.

3.3.4 Geotechnical Investigation for Interstate 15 On/Off Ramp

(This field work will be completed in conjunction with Phase 2- Geotechnical Investigation)

3.3.4.1 Information Review

Geotechnical Design Professional will review pertinent project-related information, including plans and specifications, available geotechnical reports and other background information, and published geologic maps and literature. Potential sources of information include files maintained by the City, Caltrans, and the Geotechnical Design Professional's in-house resources.

3.3.4.2 Planning, Permitting & Utility Clearance

Geotechnical Design Professional will perform several subtasks in preparation of the field exploration program, as follows:

- Perform a site reconnaissance visit to observe existing site conditions and to select suitable locations for the test pits.
- Coordinate utility clearance of the proposed boring locations through Underground Service Alert (USA).
- Obtain encroachment and traffic control permits from Caltrans.

The Geotechnical Design Professional will prepare the Caltrans encroachment and traffic control permit application to be submitted and signed by the City of San Diego. This work will be completed in conjunction with the park geotechnical investigation and will not require an additional mobilization. Following Caltrans approval of the proposed encroachment and traffic control plans, The Geotechnical Design Professional will submit an application for a Caltrans Double Permit to perform the work. The Geotechnical Design Professional assumes that the subsurface explorations can be performed in the existing landscaped areas and that no pavement coring and/or repair will be required for the performance of the logging and sample collection. The Geotechnical Design Professional assumes that there are no hazardous material contamination issues in the areas where the sampling operation will be performed. In the event that visual or odoriferous indications of soil contamination are detected, Geotechnical Design Professional will immediately cease the field operations and notify the Design Professional and the City to discuss further action. The Geotechnical Design Professional assumes that no other special environmental and/or regulatory agency permits will be required to conduct the geotechnical field exploration and testing activities.

3.3.4.3 Field Exploration Program

The field exploration program will include the performance of four (4) manually excavated test pits to a depth on the order of 5 to 6 feet below existing grade. The field exploration will be performed under the direction of an experienced field geologist/engineer from our firm. The soil types encountered in the test pits will be visually classified in general accordance with the Unified Soil Classification System. Where practical, in-place density tests will be performed in the fill materials encountered in the test pits. Relatively undisturbed chunk and loose bulk samples of the soil types encountered in the test pits will be collected for laboratory testing and analysis. Upon completion of the field exploration activities, the test pits will be backfilled with the soil materials generated from the excavations, and the work areas will be cleaned and restored to their original condition. The Geotechnical Design Professional assumes that the geotechnical field exploration activities can be performed during regular daytime hours.

3.3.4.4 Geotechnical Laboratory Testing

Geotechnical Design Professional will perform geotechnical laboratory testing on selected soil samples to verify field classifications and to evaluate certain engineering characteristics. The laboratory tests will be performed in general conformance with the American Society for Testing and Materials (ASTM) or other generally accepted testing procedures, and are anticipated to include:

- Moisture Content and Dry Density (ASTM D1188);
- Sieve Analysis (ASTM D422);
- Compaction (ASTM D1557);
- Direct Shear (ASTM D3080);
- R-value (CT301); and
- Soil pH, resistivity, and soluble sulfate and chloride concentrations.

3.3.4.5 Engineering Analysis and Reporting

The Geotechnical Design Professional will analyze the field and laboratory data and develop recommendations pertaining to the geotechnical aspects of the Project. A summary of the findings, including the final test results, and Geotechnical Design Professional's opinions and recommendations will be presented in a written Draft Geotechnical Design Report (GDR) that will address the following issues:

- General surface and subsurface conditions at the project site;
- Groundwater conditions, if encountered within the maximum depth of exploration;
- Soil/rock excavation characteristics;
- Soil corrosivity characteristics;
- Allowable soil bearing capacity and lateral soil pressures;
- Modulus of subgrade reaction;
- Geotechnical parameters for use in design of the proposed embankments, including earth pressures, global stability and anticipated soil settlement;
- Pavement design recommendations;
- Construction-related considerations, including site preparation, guidelines for earthwork operations, and dewatering (if applicable).

Following receipt of City review comments on the Draft Report from the Design Professional and the City of San Diego, the Geotechnical Design Professional provide written responses to the review comments on the Draft. the Geotechnical Design Professional will prepare and submit a Final GDR that will

incorporate the response to the review comments that were received.

3.3.5 Traffic Data Collection, Research, and Traffic Report

3.3.5.1 LLG (Traffic Design Professional) will visit the project study area to confirm existing conditions with respect to the existing site, local area development, site access, parking use, and areas of congestion to verify the overall understanding of traffic conditions in the area that might affect the Project. The existing roadway striping, traffic control measures, curbside parking restrictions, adjacent intersection configurations, and other pertinent roadway features will be documented, and the information compiled with regards to planned street improvements in the project study area. In addition, all relevant planning documents will be compiled to understand how the proposed improvements relate to local and regional plans.

3.3.5.2 Traffic Design Professional will conduct AM peak period and PM peak period traffic volume count at the following study area intersections:

- 40th Street / I-15 SB Ramps
- 40th Street / Adams Avenue

The traffic counts will be conducted between 7:00 AM and 9:00 AM and 4:00 PM and 6:00 PM and will be utilized in the traffic impact analysis for the Project.

24-hour machine traffic counts (ADT's) along 40th Street, between Adams Avenue and I-15 SB Ramps will be conducted.

Traffic Design Professional will compile historical counts at the two study intersections, if available to comparative purposes, available traffic data from Caltrans Open Data Portal (e.g., ramp volumes, truck volumes, AADT, etc.), obtain ramp metering rates for the I-15 SB On-Ramp, request and review collision data from Traffic Accident Surveillance and Analysis System data for the 40th Street / I-15 SB Ramps, compile and review collision data from SWITRS for the 40th Street / Adams Avenue Intersection, obtain signal timing plans for the City of San Diego for the 40th Street / Adams Avenue Intersection.

3.3.5.3 After all data is collected, the Traffic Design Professional will complete a near-term project evaluation. This includes understanding the existing traffic patterns and determine the effect the proposed improvements would have on traffic distribution and assignment and developing traffic volume forecasts, representing the following near-term scenarios.

- Existing

- Opening Year
- Opening Year + Project*

Traffic volumes will be forecasted for a typical weekday over 24 hours and the commuter AM and PM peak hours. Traffic Design Professional will confirm the capacity of the study area roadway and prepare a daily (ADT) street segment analysis for the scenarios outlined above and Prepare AM peak hour and PM peak hour Level of Service (LOS) calculations at the study intersections for the following near-term scenarios:

- Existing
- Opening Year
- Opening Year + Project*

*Based on a review of the Proposed Layouts (Options 1-3), the variations between the three options do not influence the traffic analysis. Therefore, the analysis would consist of only one Project Alternative.

Traffic Design Professional will assess the traffic effect of the Project based on the results of the peak hour intersection analyses and the City's/Caltrans LOS standards, assess the traffic effect of the Project based on the results of the ADT analyses and the City's/Caltrans LOS standards, conduct a ramp meter analysis should volumes warrant such an analysis, conduct queueing analysis for critical movements at the study intersections and identify recommendations for any negative traffic operation impact identified, which may include intersection and/or signalization improvements, segment improvements, striping modifications, the addition of auxiliary turn lanes, traffic control/limitations at site access points, etc.

Traffic Design Professional will also review the proposed improvements in relation to nonmotorized modes of travel (i.e., biking, walking, and public transit) provide recommendations to preserve and enhance the opportunity for mobility.

3.3.5.4 Traffic Report. Traffic Design Professional will prepare a Traffic Report that details all the items mentioned above, including an analysis, findings, and conclusions. The draft report will be suitably documented with tabular, graphic, and appendix materials. The existing/forecasted traffic volumes and collision analysis are elements of the Traffic Report that will be utilized in the MAR and the Project Report (PR). Includes one round of written responses of review comments prior to finalizing the report.

3.3.6 Concept Development

The Design Professional will develop and study up to three (3)

alternatives for the proposed SB 40th Street/Adams Ave connection to I-15. The Design Professional will provide conceptual geometric layout plans, profiles, and project footprint. Geometric plans will be developed based on the design standards as defined in the Caltrans Highway Design Manual (HDM). The Design Professional will meet with the City and Caltrans to develop consensus on the ramp realignment features and address concerns and comments received during project discussions. The Design Professional will make two rounds of revisions to the project alternatives and present the refinements to the City and Caltrans. A preferred alternative will be selected.

3.3.7 Preliminary Geometric Plans

It is assumed that one alternative will be selected during the Concept Development Phase to be developed in the Project Report (PR) phase. The Design Professional will prepare the following plans to a 30% level to be included in the Project Report:

- Typical Cross Sections
- Roadway Layouts
- Profile/Superelevation Diagrams
- Grading and Drainage Plans
- Preliminary Pavement Delineation and Sign Plan
- Preliminary Stage Construction Plan

3.3.8 Preliminary Drainage Report

A Preliminary Drainage Report is required during the Project Report and Environmental Document phase and will be prepared for the Caltrans ramp realignment to document the Project's preliminary hydrologic and hydraulic analysis in accordance with the Caltrans Highway Design Manual and will provide a detailed discussion of the existing conditions, post-project drainage patterns and conditions, results of the global and on-site hydrologic analyses, and any issues of special concern or significance. Preliminary hydraulic analyses will include spread width, inlet efficiency, and open channel flow calculations. This scope assumes open channel flow for storm drain pipe analysis and does not account for energy losses. Preliminary design for peak flow attenuation is not included in this scope since the Project will not increase the site imperviousness. A Preliminary Drainage Report will be submitted for comments, which will be addressed before proceeding to the PS&E phase.

3.3.9 Preliminary Storm Water Data Report

Compliance with Caltrans Statewide National Pollutant Discharge Elimination System (NPDES) Permit (Order 2012-0011-DWQ) will be documented in the Preliminary Storm Water Data Report (SWDR).

The Design Professional shall develop a PA/ED-level long-form SWDR in accordance with the latest Caltrans Project Planning and Design

Guide. The document will include:

- A description of the Project and the major engineering features
- A preliminary estimate of the Total Disturbed Soil Area (DSA), New Impervious Surface (NIS) Area, and if applicable, the Post Construction Treatment Area (PCTA)
- A determination of Risk Level and requirement for Treatment BMPs (if any)
- A discussion of the stormwater quality issues specific to this Project
- A description of the design pollution prevention BMPs
- A description of the permanent treatment BMPs, if required
- A description of the maintenance and construction site BMPs
- Maps and exhibits

This scope assumes that Rapid Stability Assessment is not applicable to this Project.

The Design Professional shall work with the Caltrans District Storm Water Coordinator to circulate the Draft Preliminary SWDR through the Maintenance, Landscape, Construction, and Storm Water units during review of the preliminary engineering phase. A draft version of the report will be submitted for comments, which will be addressed before proceeding to the PS&E phase.

3.3.10 Right of Way Data Sheet

The Design Professional will develop preliminary right of requirements (R/W) map and complete the right of way data sheet.

Utility Coordination (within the Caltrans ROW)

3.3.11.1 Utility Mapping

The Design Professional will contact the franchise agencies and solicit their as-built drawings; conduct research and collect and review as-builts from the City of San Diego and Caltrans, and plot record utilities within the public right of way onto comprehensive base maps. A final field audit will be completed to confirm the base map information and find any features that may have been inadvertently left off the researched records (e.g., manhole hidden under a parked car or vegetation).

3.3.11.2 Utility Conflict Identification and Resolution

The Design Professional will review the project design against the existing utility base mapping and identify potential utility

conflicts. The Design Professional will develop an inventory of potential utility conflicts and prepare a Utility Conflict Identification Matrix with information on utility ownership, type, size, location, reason for potential conflict, and recommended conflict resolution. Utility conflicts will be depicted on corresponding Utility Conflict Identification Maps for review with the City of San Diego, Caltrans, and utility company representatives, and inclusion in the Request for Liability Letters to owners.

The Design Professional will coordinate utility relocations with affected utility owners within the project area. It is anticipated that all dry utility relocation designs related to this Project will be performed by the utility company personnel. The Design Professional will make recommendations to the utility owners regarding relocation strategies based on the proposed project design, including the alignment, stage construction and utility work windows, scheduling, and special provisions. The Design Professional will prepare conceptual/schematic utility relocation exhibits to aid in the coordination of the draft and final utility relocation plans to be prepared by the utility owner. Conceptual utility relocation exhibits will include plan views of the proposed relocations as well as cross sections, where needed.

3.3.12 Transportation Management Plan

The Design Professional will prepare a Transportation Management Plan (TMP). The TMP shall address development of a public awareness campaign, proper identification of detour routes and lane closures, scheduling of construction activities during off-peak hours, emergency access, development of traffic contingency plans, and other factors related to traffic management during construction. A Lane Closure Request Form will be included with the TMP.

3.3.13 Project Report

3.3.13.1 Prepare and Submit Draft Project Report

The Design Professional shall prepare a Draft Project Report per the requirements outlined in Appendix K – Preparation Guidelines for a Project Report in the Caltrans Project Development Procedures Manual (PDPM).

3.3.13.2 Design Standard Decision Document (DSDD).

The Design Professional will complete the DIB 78-03 Design Checklist and document any design deviations from Caltrans or City standards. Any exceptions to Caltrans or City standards will be addressed by noting the standard, explaining the deviation, explaining why the deviation is necessary, and what it would take to meet the standard. The Design Standard Decision

Document will be prepared in conformance with the outline in Appendix BB of the PDPM and will be stamped and signed by a Registered California Professional Engineer. This task assumes one set of review comments on the Draft Design Exception before submitting the Final Design Exceptions for signature approval.

3.3.13.3 Prepare and Submit Final Project Report

The Design Professional will update the Draft Project Report per the comments received from the City and Caltrans. The Design Professional will sign and stamp the Project Report and circulate for signature at Caltrans.

3.3.14 Modified Access Report (MAR)

The Design Professional will prepare a Modified Access Report per FHWA and Caltrans requirements for changes in access to the Interstate system. It is assumed that a Draft MAR will be prepared, and one round of comments will be addressed.

3.3.15 NEPA Approval for Caltrans Work

3.3.15.1 Environmental Project Initiation

Dokken (Civil Design Professional) shall perform all required environmental research and analysis necessary for the Project, pursuant to NEPA requirements, as well as the policies and procedures contained in Caltrans' Environmental Handbook and the Local Programs Manual. To obtain environmental approval, key issues to be addressed in the environmental studies include biology, hazardous waste, and cultural resources. The Civil Design Professional shall coordinate with Caltrans regarding the necessary documentation required to process the relinquishment of the on-ramp and prepare exhibits and a project description for review and approval by Caltrans.

3.3.15.2 Natural Environment Study – No Effect Memo

The Civil Design Professional will prepare a brief memorandum to discuss any potential impacts, biological resources, and any necessary avoidance and minimization measures necessary. The memorandum will include a review of Federal and State lists of sensitive species and current database records, including the California Natural Diversity Data Base (CNDDDB) (California Department of Fish and Wildlife [CDFW], 2021) and the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants of California (Skinner, et al., 2004). Additionally, in accordance with Caltrans guidelines, a list of threatened and endangered species known in the Project vicinity will be obtained from the United States Fish and Wildlife Service (USFWS).

3.3.15.3 Cultural Resources Memorandum to support Section 106 Undertaking

The Civil Design Professional will prepare a brief memorandum documenting the potential to encounter cultural resources during relinquishment and removal of the on-ramp to be in compliance with Section 106 of the National Historic Preservation Act (NHPA). It is anticipated that Caltrans will use the data in the memorandum to issue a Screened Undertaking as relinquishment and removal of an on-ramp is considered under Class 5 and Class 27 of screened undertakings per Attachment 2 of the Section 106 Programmatic Agreement between Caltrans and FHWA.

In support of the memorandum, the Civil Design Professional will conduct a cultural resource records search at the South Coastal Information Center (SCIC). The records search will provide information on known cultural resources and on previous cultural resources investigations within a 1-mile radius of the areas to be disturbed during the ramp removal. Data sources include archaeological site and artifact records, historic maps, reports from previous studies, and the State's Historic Resource Inventory, which contains listings for National Register of Historic Places, California Register of Historical Resources, California Historical Landmarks, and California Points of Historical Interest. If no cultural resources are anticipated to be encountered during installation of the guard rail upgrades, Caltrans will prepare a screened undertaking for the proposed Project.

3.3.15.4 NEPA Categorical Exclusion

Upon approval of all technical studies, the Civil Design Professional will coordinate with Caltrans to prepare a NEPA Categorical Exclusion (CE). The CE will summarize the findings in the technical studies and will include a review of both State and Federal standards and any identified avoidance and minimization measures for any impacts to resources.

3.3.16 Caltrans R/W Relinquishment Support

The Design Professional will prepare R/W exhibits depicting the proposed Caltrans relinquishment area to support the right of way action. The Design Professional will review and check the R/W Relinquishment Map prepared by the Caltrans Survey Department to ensure consistency with the project improvements.

3.3.17 Draft Roadway Plans

Design Professional in conjunction with its subconsultant will prepare the following Draft Roadway plans for the ramp realignment in Caltrans format:

- Title Sheet
- Typical Cross Sections
- Key Map and Line Index
- Roadway Layouts
- Profile and Superelevation Diagrams
- Construction Details
- Temporary Water Pollution Control Plan and Quantities
- Erosion Control Plan, Details, and Quantities
- Contour Grading Plan
- Drainage Plan, Profile, Details and Quantities
- Utility Plan, Details and Quantities
- Construction Area Signs, Stage Construction, and Traffic Handling Plans
- Pavement Delineation Plans, Details and Quantities
- Sign Plans, Details and Quantities
- Summary of Quantities
- Electrical Plans
- Sound wall Plans
- Landscape Plans, Details, and Quantities
- Irrigation, Details, and Quantities

3.3.18 Final Drainage Report

The Design Professional shall revise the Preliminary Drainage Report prepared with the preliminary phase and create a Final Drainage Report and to document the Project's hydrologic and hydraulic analysis in accordance with the Caltrans Highway Design Manual and will provide a detailed discussion of the existing conditions, post-project drainage patterns and conditions, results of the global and on-site hydrologic analyses, and any issues of special concern or significance. Hydraulic analyses will include spread width, inlet efficiency, and detailed energy loss storm drain pipe system calculations. This scope assumes the design for peak flow attenuation is not included since the Project will not increase the site imperviousness.

3.3.19 Storm Water Data Report

Compliance with Caltrans Statewide National Pollutant Discharge Elimination System (NPDES) Permit (Order 2012-0011-DWQ) will be documented in the Storm Water Data Report (SWDR).

The Design Professional shall revise the long-form PA/ED-level SWDR prepared with the preliminary phase in accordance with the latest Caltrans Project Planning and Design Guide. This scope assumes that Rapid Stability Assessment is not applicable to this Project.

The Design Professional shall work with the Caltrans District Storm Water Coordinator to circulate the draft document through the Maintenance, Landscape, Construction, and Storm Water units during review of the draft plans and specifications.

3.3.20 Draft Specifications and Estimate

The Design Professional shall prepare a full set of construction specifications for work within the Caltrans R/W. The special provisions for the Project will be based on Caltrans Standard Special Provisions and Standard Specifications. Specifications will be modified as appropriate to meet City standards and requirements. The special provisions will be prepared, signed and stamped by a Professional Engineer registered in the State of California. Design Professional will review the Engineer's Estimate prepared by the Independent Cost Estimator and recommend revisions, if required.

3.3.21 Final Submittal

Design Professional will update the Draft submittal based on comments received from the City and Caltrans and will prepare and submit the following documents:

- Final Roadway Plans
- Final Specifications and Estimate
- Encroachment Permit

Phase 1 - Task 3: Work Products

- All products will be delivered in digital PDF format
- Initial Site Assessment – Draft and Final Report
- Aerially Deposited Lead Survey – Draft and Final Report
- Draft and Final GDR
- Modified Access Report (MAR)
- Project Report
- Preliminary and Final Roadway Plans
- Preliminary and Final Specifications and Estimate
- Preliminary Drainage Report
- Preliminary Stormwater Data Report
- Encroachment Permit
- Caltrans Environmental Reports
- Opinion of Probable Costs for Caltrans milestone submittals

Phase 1 - Task 3: Meetings

- Internal Design Professional meetings for coordination-4 total
- PDT Meetings- 6 total
- Focus Group Meetings- 5 total

3.4 PHASE 2 - TASK 1: CONCEPTUAL DESIGN (30%)

3.4.1 Initial Project Meeting #1 and Strategy

Design Professional will attend a Kick-off Meeting with City staff and key personnel to review the project goals, schedule, process, and budget. This meeting will be used to familiarize the team with design issues related to development of the park. The primary purpose of the kick-off meeting is for the Design Professional to gather information that would be useful in the development of the park.

3.4.2 Prepare Site Base Map

Design Professional will compile the topographic survey and Caltrans linework into a usable file format to create the team's base file. Existing plans, policies, reports, and as-builts provided by the City/Parks and Recreation (P&R) will be reviewed to familiarize the Design Professional with the previous planning and design efforts. The Design Professional will obtain any available maps from the City/P&R, utility companies, and other agencies to identify what information is missing or needs updating.

3.4.3 Site Visits

Design Professional will meet with the City at the site to review the existing site conditions; representatives for the City and P&R, irrigation maintenance staff, etc. should be present to review the condition of the existing irrigation system. Representatives for the City and P&R, landscape maintenance staff, City Arborist, etc. should be present alongside the Design Professional and the Design Professional's arborist at a second site visit to review the condition of the existing trees on site.

3.4.4 Utility Coordination and Mapping (within the Park)

The Design Professional will contact the franchise agencies and solicit their as-built drawings; conduct research and collect and review as-builts from the City of San Diego and Caltrans, and plot record utilities within the public right of way onto comprehensive base maps. A final field audit will be completed to confirm the base map information and find any features that may have been inadvertently left off the researched records (e.g., manhole hidden under a parked car or vegetation).

3.4.5 Conceptual Design

Design Professional will prepare a conceptual design for the park playground area (2 max.), plaza by the playground, dog park, community garden, par course exercise stations, prefabricated bridge, multi-purpose courts and community building area, pergolas, walls and fences, and tree locations. The concept plan will denote the various site conditions of the project site, and will be based upon the

GDP Amendment, existing conditions, site analysis, construction budget and any previous studies provided by the City/P&R. For legibility, quick color will be added to the overall concept plan and the concept enlargements for the playground/north plaza area and for the dog park/community garden area (not an illustrative rendering). An image board will be generated indicating proposed playground equipment options.

3.4.6 Meeting #2 with City Staff/P&R

An electronic presentation (pdf or PowerPoint) will be prepared. The presentation will illustrate the composition of the site elements including all proposed structures, amenities, access, hardscape material types, and planting modifications. Preliminary grading intent for the alternatives will be provided. Meeting minutes will be prepared that summarize key discussion topics and decisions made.

3.4.7 Overall Rendering, Pergolas/Site Walls Elevations

Based upon City Staff/P&R feedback the image board and concept design will be updated, and an illustrative plan view rendering will be created for the overall site (no concept enlargements). Additionally, color rendered elevations of the proposed site walls and pergolas will be prepared. After the illustrative plan view rendering, elevations, and image board have been revised, annotations will be added, and presentation boards will be prepared in PowerPoint and physical boards, as required. Perspective renderings of the playground equipment to be provided by the playground manufacturer.

3.4.8 Community Meetings

Up to three (3) community meetings will be held for the Project; the Design Professional will present the Conceptual Designs including sections, plans, and material boards for the site and Community Building and will note feedback provided by the public. It is assumed that meeting one will be focused on programming, the previous GDP, and site analysis; alternatives (2 maximum) will be discussed at meeting two; and the preferred alternative will be presented at meeting three.

3.4.9 Meeting #3 with City Staff/P&R

After compiling all comments/feedback received during the public workshops/community meetings, the Design Professional and the City/P&R will review each comment in detail to determine the comments applicability to the park design. Meeting minutes will be prepared that summarize key discussion topics and decisions made. Final conceptual documents will be revised and submitted to the City.

3.4.10 CEQA IS/MND Support

The Design Professional shall utilize the findings within the City's Final

Mitigated Negative Declaration (MND) to determine potential impacts that would occur as a result of the proposed Project and assist the City with preparation of a Public Project Assessment. This includes any required memorandums to document the Project's consistency with the existing MND.

3.4.11 30% Conceptual Documents

Design Professional will prepare a 30% Conceptual Documents package for submittal in digital (PDF) format for review and coordination. All work will be coordinated with the Design Professional and prepared using AutoCAD and/or Photoshop (renderings). The documents include:

- Title Sheet
- Utility Existing Conditions / Demolition Plans
- Conceptual grading plan and BMP design
- Conceptual lighting plans
- Conceptual community building plans with elevations
- Conceptual Site Plans with pergola/site wall elevations, accessible path of travel and pedestrian bridge
- Conceptual Irrigation Plans
- Conceptual Landscape Plans
- Overall Site Rendering
- Storm Water Applicability Checklist
- Draft Storm Water Quality Management Plan
- Draft Drainage Report

3.4.12 Opinion of Probable Costs

Design Professional will provide the 30% Conceptual Documents to OCMI (Design Estimating Professional) for estimating; Design Professional will review estimate to ensure consistency with the drawings.

3.4.13 Design Teams Coordination/Project Management

Design Professional will maintain close coordination with City/P&R and other key personnel to resolve questions and key issues so that the Project can proceed as scheduled. Also includes in-house team management and administration.

Phase 2 - Task 1: Work Products

- All products will be delivered in digital PDF format, 2 hard copies will also be provided
- City of San Diego survey deliverables checklist, monument plan
- Topographic & Boundary Survey (.xml file, .dwg file)
- Geotechnical Report
- Presentation materials for public workshops/community meetings
- 30% Conceptual Document submittal
- 30% Opinion of Probable Costs

- Storm Water form DS-560

Phase 2 - Task 1: Meetings

- Site visits (2 total)
- Internal Design Team meetings for coordination – (3 total- virtual)
- Community meetings/public workshops – (3 total)
- Meetings with City/P&R – 3 (virtual)

END OF SCOPE OF SERVICES

COMPENSATION AND FEE SCHEDULE

I. Design Professional Compensation

The City shall compensate the Design Professional, for the Professional Services provided to the City for Ward Canyon Neighborhood Park Phase III project, in accordance with the terms and conditions of this Agreement, as follows:

- A. For the Design Professional's basic and specific services as set forth in Exhibit A, a total fee of Eight Hundred Ten Thousand, Seven Hundred Forty-nine and no/100 Dollars (\$810,749) will be paid.
- B. For the Design Professional's additional services, if required, a maximum fee of Sixty-one Thousand, Seven Hundred Forty and no/100 Dollars (\$61,740) will be paid. Additional services includes reimbursable expenses for the cost of providing presentation materials, documents, reports, etc., and drawings requested by the City which are not included in the Design Professional's basic and specific services to the City.
- C. All Design Professional costs are reimbursed as a "direct expense" at actual costs.

II. Compensation Schedule

- A. Invoices for basic and specific services shall be sent to the City's Designated Representative. Payments to the Design Professional shall be made monthly in proportion to work accomplished and shall not exceed the following:
 - 1. Upon completion of Phase 1-Task 1 *Topographic and Boundary Survey*: \$47,485
 - 2. Upon completion of Phase 1-Task 2 *Limited Geotech Investigation*: \$43,837
 - 3. Upon completion of Phase 1-Task 3 *Caltrans Relinquishment*: \$569,315
 - 4. Upon completion of Phase 2-Task 1 *Conceptual Design 30%*: \$150,112

Scope of Services	\$810,749
Additional Services	\$61,740
Total Contract Amount	\$872,489

- B. Invoices for Additional Services as outlined in Article I.B, above, shall be sent to the City's Designated Representative. Design Professional shall provide Project Manager with copies of all receipts or invoices for reimbursable expenses.

ASSUMPTIONS

- 1. Services beyond the Services outlined above (and authorized by the City) will be considered additional services and if above and beyond the amount listed herein as Additional Services, can be negotiated according to contracted hourly rates or on a lump sum basis.

TIME SCHEDULE

PHASE 1 - TASK 1: TOPOGRAPHIC AND BOUNDARY SURVEY

Estimated time requirement: 3 months from Agreement NTP

PHASE 1 - TASK 2: LIMITED GEOTECHNICAL INVESTIGATION

Estimated time requirement: 4 months from Agreement NTP

PHASE 1 - TASK 3: CALTRANS RELINQUISHMENT

Estimated time requirement: 18 months from completion of Phase 1 – Task 2

PHASE 2 - TASK 1: CONCEPTUAL DESIGN (30%)

Estimated time requirement: 6 months from completion of Phase 1 – Task 3

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

EQUAL 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 Council Policy 100-10.

- A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:

1. For all consultant contracts, the City shall apply a maximum of an additional 12 points for SLBE or ELBE participation, to the proposer's subtotal maximum evaluation points..

Additional points will be awarded as follows to achieve the proposer's final maximum evaluation points :

- a. If the proposer achieves 20% participation, apply 5 points to the proposer's score; or
 - b. If the proposer achieves 25% participation, apply 10 points to the proposer's score; or
 - c. If the prime consultant is a SLBE or an ELBE, apply 12 points to the proposer's score.
- B. 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.

V. **Maintaining Participation Levels.**

- A. Bid discounts and additional points are based on the Consultant's level of participation prior to the award of goods, services, or consultant contract. Consultants are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or 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.
- D. Consultant's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or 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 Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VI. **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.

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 minorities 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.

VII. 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.

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.

VIII. List of Attachments.

- AA. Disclosure of Discrimination Complaints**
- BB. Work Force Report**
- CC. Subcontractors List**

DISCLOSURE OF DISCRIMINATION COMPLAINTS

As part of its proposal, the Consultant must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the 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.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Consultant has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Consultant has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant 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:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Consultant Name KTU&A

Certified By Sharon Singleton Title Principal

Name

Sharon Singleton

Signature

Date 5/27/22

USE ADDITIONAL FORMS AS NECESSARY



City of San Diego
EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
1200 Third Avenue • Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

ADMINISTRATIVE

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: KTU&A

AKA/DBA: KTUA

Address (Corporate Headquarters, where applicable): 3916 Normal Street

City: San Diego County: San Diego State: CA Zip: 92103

Telephone Number: (619) 294-4477 FAX Number: (619) 294-9965

Name of Company CEO: Michael Singleton

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

Address: same

City: County: State: Zip:

Telephone Number: () FAX Number: () Email:

Type of Business: Landscape Architecture & Planning Type of License: California Professional Landscape Architect

The Company has appointed: Sharon Singleton

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: 3916 Normal Street, San Diego, CA 92103

Telephone Number: (619) 294-4477 FAX Number: (619) 294-9965 Email: sharon@ktua.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of KTU&A _____
(Firm Name)

San Diego _____, CA _____ hereby certify that information
(County) *(State)*

provided herein is true and correct. This document was executed on this twentyseventh day of May, 2022.

Sharon Singleton _____
(Authorized Signature)

Sharon Singleton _____
(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: KTU&A DATE: 5/27/22

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

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

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

OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial				1									1	
Professional														
A&E, Science, Computer	1		2			1			2		12	8		
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1		2	1		1			2		12	9		
--------------------	---	--	---	---	--	---	--	--	---	--	----	---	--	--

Grand Total All Employees 28

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Vehicle and Mobile Equipment Mechanics,
Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

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**
Dokken Engineering 1450 Frazee Road San Diego, CA 92108	Civil Engineering Environmental	53.83%	OBE	N/A
Rancho Land Co 406 16 th Street, Suite 102 Ramona, CA 92065	Surveying	7.62%	SLBE	City of SD
Platt Whitelaw Architects 4034 30th Street San Diego, CA 92104	Architecture	3.77%	SLBE	City of SD
Electrical Design, Inc. 9845 Erma Road, Suite 205 San Diego, CA 92131	Electrical Engineering	0.69%	SLBE	City of SD
Allied Geotechnical Engineers, Inc. 9500 Cuyamaca Street, Suite 102 Santee, CA 92071-2685	Geotechnical Engineer	10.08%	SLBE	City of SD
SDSE Structural Engineers 3838 Camino Del Rio North, Suite 110 San Diego, CA 92108	Structural Engineering	0.45%	SLBE	City of SD
O'Connor Construction Management 2150 West Washington Street Suite 203 San Diego, CA 92110	Cost Estimating	1.40%	DVBE	CA Dept General Services
LG2WB Engineers, Inc 4542 Ruffner Street, Suite 100 San Diego, CA 92111	Traffic Engineering	2.27%	OBE	N/A
Bender Dean Engineering 444 Camino Del Rio S Ste 201 San Diego, CA 92110	Mechanical Engineering	0.41%	SLBE	City of SD
Prince Consulting 4998 Corte Playa Palmera, San Diego, CA 92124	Civil Engineering	2.49%	SLBE	City of SD
Baranek Consulting Group 9984 Scripps Ranch Blvd, #138 San Diego, CA 92131	Environmental Studies	1.09%	SLBE WBE	City of SD

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.*

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 & Capital Projects
- 2. Name of Specific Consultant & Company: KTUA Planning & Landscape Architecture
- 3. Address, City, State, ZIP: 3916 Normal Street
San Diego, CA 92103
- 4. Project Title (as shown on 1472, "Request for Council Action"): Design of Ward Canyon Neighborhood Park Phase II
- 5. Consultant Duties for Project: LANDSCAPE ARCHITECTURE

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: [Signature]
[Name/Title]*
Elif Cetin, Deputy Director

7/5/22
[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.

1/28/2006

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	FAIL
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	DIN-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			
	Excellent	Satisfactory	Unsatisfactory
Consultant Rating	<input type="checkbox"/>	<input type="checkbox"/>	<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:

Design of Ward Canyon Neighborhood Park Phase III (H2125832)

B. BIDDER PROPOSER INFORMATION

Table with bidder information including Legal Name (KTU&A (DBA KTUA)), Street Address (3916 Normal Street, San Diego, CA 92103), Contact Person, Title, Phone, and 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.

Table with columns for Name and Title/Position, and a row for City and State of Residence and Employer (if different than Bidder/Proposer).

Interest in the transaction

Brooke Whalen, Principal

Name	Title/Position
------	----------------

San Diego, CA

City and State of Residence	Employer (if different than Bidder/Proposer)
-----------------------------	--

KTU&A Owner - 11.25% stock ownership

Interest in the transaction

Jerod Huwa, Senior Associate

Name	Title/Position
------	----------------

San Diego, CA

City and State of Residence	Employer (if different than Bidder/Proposer)
-----------------------------	--

KTU&A Owner - 1.12% stock ownership

Interest in the transaction

Bernard Everling, Senior Associate

Name	Title/Position
------	----------------

San Diego, CA

City and State of Residence	Employer (if different than Bidder/Proposer)
-----------------------------	--

KTU&A Owner - 8.31% stock ownership

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.

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?

Yes No

If **Yes**, use Attachment "A" to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

Yes No

If **Yes**, use Attachment "A" to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment "A" if more space is required.

Corporation

Date incorporated: 07/01/1970 State of incorporation: California

List corporation's current officers:

President: Michael Singleton

Vice Pres.: Brooke Whalen, Chris Langdon, Joe Punsalan

Secretary: Mark Carpenter

Treasurer: Mark Carpenter

Is your firm a publicly traded corporation? Yes No

If **Yes**, name those who own ten percent (10%) or more of the corporation's stocks:

Limited Liability Company

Date formed: mm/dd/yyyy State of formation: _____

List names of members who own ten percent (10%) or more of the company:

Partnership

Date formed: mm/dd/yyyy State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: mm/dd/yyyy

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: mm/dd/yyyy

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 & Trust

Point of Contact: Jeanine Baggett

Address: 1024 Graves Avenue, El Cajon, CA 92021

Phone Number: 619-593-4445

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: Port of San Diego

Contact Name and Phone Number: Mark McIntire, 619-686-8064

Contact Email: mmcintir@portofsandiego.org

Address: 3165 Pacific Highway, San Diego, CA 92101

Contract Date: 2016-Current

Contract Amount: \$399,000

Requirements of Contract: Chula Vista Bayfront Parks: Park Planning and Design

Company Name: Phelan/Piñon Hills Community Services District

Contact Name and Phone Number: George Cardenas, 760-868-1212 ext. 311

Contact Email: GCardenas@pphcsd.org

Address: 4176 Warbler Rd, Phelan, CA 92371

Contract Date: 2020-2021

Contract Amount: \$300,000

Requirements of Contract: Park Planning, Landscape Architecture

Company Name: City of San Diego

Contact Name and Phone Number: Yovanna L. Lewis, 619-533-5130

Contact Email: ylewis@sandiego.gov

Address: 525 B Street, San Diego, CA 92101

Contract Date: 2017 - 2021

Contract Amount: \$315,000

Requirements of Contract: Park Design, Final Design & Construction Documents

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: Platt/Whitelaw Architects, Inc. _____

Contact Name and Phone Number: Sandra Gramley, 619-546-4326 _____

Contact Email: sgramley@plattwhitelaw.com _____

Address: 4034 30th Street, San Diego, CA 92104 _____

Contract Date: 2022 _____

Contract Amount: \$32,872 _____

Requirements of Contract: N/A _____

What portion of work will be assigned to this subcontractor: Architecture _____

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.

L. TYPE OF SUBMISSION: This document is submitted as:

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated mm/dd/yyyy

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.

Brooke Whalen, Principal
Name and Title


Signature

5/27/2022
Date

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.

Dokken Engineering, Mark Tarrall, 858 514-8377, mtarrall@dokkenengineering.com, 1450 Frasee Road, Suite 100, San Diego, CA 92108, 2022, \$520,740, N/A, Civil Engineering

Rancho Land Co, Tiffany Lynch, 760 788-1530, tlynch@rancholandco.com, 406 16th Street, Suite 102 Ramona, CA 92065, 2022, \$46,640, N/A, Surveying

Electical Design, Inc., Edwardo David, 858 564-8985, edavid@edi-engineers.com, 9845 Erma Road, Suite 205 San Diego, CA 92131, 2022, \$5,980, N/A, Electrical Engineering

Allied Geotechnical Engineers, Inc., Sani Sutanto, 619 449-5900, s_sutanto@alliedgeo.org, 9500 Cuyamaca Street, Suite 102 Santee, CA 92071-2685, 2022, \$87,987, N/A, Geotechnical Engineering

SDSE Structural Engineers, Christopher Kamp, 619 297-2223, chrisk@sdse.com, 3838 Camino Del Rio North Suite 110 San Diego, CA 92108, 2022, \$3,945, N/A, Structural Engineering

O'Connor Construction Management, Inc., Michael Mejia, 619 291-4600, mmejia@ocmi.com, 2150 West Washington Street Suite 203 San Diego, CA 92110, 2022, \$12,200, N/A, Cost Estimating

LG2WB Engineers, Inc., KC Yellapu, 858 300-8800, yellapu@llgengineers.com, 4542 Ruffner Street, Suite 100 San Diego, CA 92111, 2022, \$19,765, N/A, Traffic Engineering

Bender Dean Engineering, Inc., Mark Bender, 619 704-1900, mbender@benderdean.com, 444 Camino Del Rio S Ste 201 San Diego, CA 92110, \$3,620, N/A, Mechanical Engineering

Prince Consulting, John Prince, 619 787-5566, john@princecivil.com, 4998 Corte Playa Palmera, San Diego, CA 92124, \$21,725, N/A, Civil Engineering

Baranek Consulting Group, Kim Baranek, 858 922-1336, kim@baranekconsulting.com, 9984 Scripps Ranch Blvd, #138, San Diego, CA 92131, \$9,510, N/A, Environmental Studies

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.

Brooke Whalen, Principal
Print Name, Title



Signature

5/27/2022
Date