

**CITY OF CHULA VISTA  
CONSULTANT SERVICES AGREEMENT  
WITH KTUA  
TO PROVIDE DESIGN, PRE-CONSTRUCTION, AND CONSTRUCTION ADMINISTRATION FOR  
EUCALYPTUS PARK RENOVATIONS**

This Agreement is entered into effective as of [October 25, 2022] (the “Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation (City) and KTUA, [a California Corporation] (Consultant) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

**RECITALS**

WHEREAS, [the City applied to the California Department of Parks and Recreation for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, Statewide Park Development and Community Revitalization Program to improve Eucalyptus Park]; and

WHEREAS, [on February 22, 2022, the City entered into Grant Contract SW-37-015 for Eucalyptus Park improvements]; and

WHEREAS, in order to procure services for the design, pre-construction services, and construction administration of Eucalyptus Park, the City solicited proposals in accordance with Chula Vista Municipal Code (CVMC) Sections 2.56.080 for contracts exceeding \$100,000; and 2.56.110 for professional services, received nine proposals, and selected KTUA as the most qualified amongst those submitting; and

WHEREAS, the design of the Master Plan and 100% Construction Documents will be managed and approved by the City in accordance with the objectives contained within the Parks and Facilities Guidelines, Landscape Water Conservation Ordinance, Landscape Manual, as well as, the City’s Construction Standards; and

WHEREAS, Consultant warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Consultant to City in accordance with the time frames and the terms and conditions of this Agreement.

**[End of Recitals. Next Page Starts Obligatory Provisions.]**

## OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Consultant hereby agree as follows:

### 1. SERVICES

1.1 Required Services. Consultant agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Consultant, from time to time, reduce the Required Services to be performed by the Consultant under this Agreement. Upon doing so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Consultant provide additional services related to the Required Services (Additional Services). If so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Consultant expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Consultant of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Consultant or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Consultant to provide additional security for performance of its duties under this Agreement, Consultant shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Consultant shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Consultant shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Consultant shall submit for City’s information and approval a list of any and all subcontractors to be used by Consultant in the performance of the Required Services. Consultant agrees to take appropriate measures necessary to ensure that all subcontractors and

personnel utilized by the Consultant to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Consultant under this Agreement, Consultant shall ensure that each and every subcontractor carries out the Consultant's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Consultant's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

## 2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Consultant in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Consultant agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Consultant must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Consultant. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Consultant for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon City review and determination of Project Completion, the holdback amount will be issued to Consultant.

2.5 Reimbursement of Costs. City may reimburse Consultant's out-of-pocket costs incurred by Consultant in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Consultant shall be responsible for any and all out-of-pocket costs incurred by Consultant in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Consultant for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Consultant, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Consultant understands and agrees that payment to the Consultant or reimbursement for any Consultant costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Consultant of the terms of

this Agreement. If City determines that Consultant is not entitled to receive any amount of compensation already paid, City will notify Consultant in writing and Consultant shall promptly return such amount.

### 3. INSURANCE

3.1 Required Insurance. Consultant must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the “Required Insurance”). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. For Workers’ Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Consultant must include all sub-consultants/sub-contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-consultants must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City’s Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Consultant’s insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be “Primary.” Consultant’s general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Consultant and in no way relieves Consultant from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days’ prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Consultant must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Consultant’s insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Consultant waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Consultant shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Consultant has obtained the Required Insurance in compliance with the terms of this Agreement. The words

“will endeavor” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The “Retro Date” must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date of this Agreement, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Consultant’s obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Consultant maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

#### 4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Consultant shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, “Indemnified Parties”), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys’ fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Consultant, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Consultant's obligations under this Section 4 is Consultant's obligation to defend, at Consultant's own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Consultant shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Consultant's Obligations Not Limited or Modified. Consultant's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Consultant. Furthermore, Consultant's obligations under this Section 4 shall in no way limit, modify or excuse any of Consultant's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Consultant agrees to pay any and all costs City incurs in enforcing Consultant's obligations under this Section 4.

4.6 Survival. Consultant's obligations under this Section 4 shall survive the termination of this Agreement.

## 5. FINANCIAL INTERESTS OF CONSULTANT.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and consultants performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Consultant shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Consultant is required to file a Form 700, Consultant warrants and represents that it has disclosed to City any economic interests held by Consultant, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Consultant warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Consultant or Consultant's subcontractors. Consultant further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

## 6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Consultant shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Consultant shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Consultant. Such notice shall identify the Default and the Agreement termination date. If Consultant notifies City of its intent to cure such Default prior

to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Consultant up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Consultant shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Consultant as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Consultant may be entitled to compensation for work satisfactorily performed prior to Consultant's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Consultant of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Consultant shall immediately cease all work under the Agreement and promptly deliver all "Work Product" (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Consultant shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City's value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Consultant hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Consultant agrees that it is subject to personal jurisdiction in California. If Consultant is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Consultant irrevocably consents to service of process on Consultant by first class mail directed to the individual and address listed under "For Legal Notice," in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

## 7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively "Work Product") shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Consultant in the United

States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Consultant, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Consultant shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## 8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Consultant's unique qualifications and traits. Consultant shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City's prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Consultant warrants and represents that they have the authority to execute same on behalf of Consultant and to bind Consultant to its obligations hereunder without any further action or direction from Consultant or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Consultant agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-consultants.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Consultant is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents (Consultant Related Individuals), except as set forth in this Agreement. No Consultant Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Consultant Related Individuals; instead, Consultant shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Consultant shall not at any time or in



any manner represent that it or any of its Consultant Related Individuals are employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

8.10 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

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**SIGNATURE PAGE**  
**CONSULTANT SERVICES AGREEMENT**  
**WITH KTUA**  
**TO PROVIDE DESIGN, PRE-CONSTRUCTION, AND CONSTRUCTION ADMINISTRATION FOR**  
**EUCALYPTUS PARK RENOVATIONS**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Consultant agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

KTUA

CITY OF CHULA VISTA

BY: \_\_\_\_\_  
CHRIS LANGDON\*  
PRINCIPAL

BY: \_\_\_\_\_  
MARIA V. KACHADOORIAN  
CITY MANAGER

[[

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Glen R. Googins  
City Attorney

*\* Signature Authorization required.*

**EXHIBIT A**  
**SCOPE OF WORK AND PAYMENT TERMS**

**1. Contact People for Contract Administration and Legal Notice**

A. City Contract Administration:

Patricia Ferman  
276 Fourth Avenue, Building B, Chula Vista, CA 91910  
619-409-3890  
pferman@chulavistaca.gov

For Legal Notice Copy to:  
City of Chula Vista  
City Attorney  
276 Fourth Avenue, Chula Vista, CA 91910  
619-691-5037  
CityAttorney@chulavistaca.gov

B. Consultant Contract Administration:

**KTUA**  
3916 Normal Street, San Diego, CA 92103  
619-294-4477 ext. 115  
chris@ktua.com

For Legal Notice Copy to:  
Todd E. Doyle, Solomon Minton Cardinal Doyle & Smith LLP  
701 B Street, Suite 520, San Diego, CA 92101  
619-237-8822  
tdoyle@smcdslaw.com

**2. Required Services**

A. General Description:

Consultant team formed by KTUA and sub-consultants listed in Section 5 herein (KTUA team) shall provide design, pre-construction, and construction administration for Eucalyptus Park renovations (CIP PRK0340).

B. Detailed Description:

**Phase 1 Project Initiation, Community Outreach and Management**

Phase 1 includes project management tasks such as kick-off and team meetings, preparation of meeting agendas and minutes, schedule and project updates and plan quality control checks. Two public outreach and stakeholder meetings shall be held with associated meeting materials, surveys, and public notices. Additional special meetings shall be held with the Parks and Recreation Department, Parks & Recreation Commission, and City Council. Bilingual representatives shall be present at each public meeting and bi-lingual versions of all meeting materials shall be prepared. Three design concepts and their associated narratives for the park restrooms and other improvements shall be presented at the public outreach meetings.

Research and investigation of the existing site conditions including factors and conditions such as ADA compliance, utilities, site soils and drainage, existing vegetation, lighting, park layout, security concerns, park programming and construction access concerns shall be performed prior to the preparation of an Existing Conditions and Site Analysis Report. A boundary and topographical survey shall be prepared to accurately depict existing conditions of the project site.

KTUA team shall prepare a master plan incorporating the community's list of desired amenities listed in the recently awarded grant for Eucalyptus park. Two public workshops shall be held with the community and stakeholders to refine and develop a final master plan, with the City of Chula Vista's approval. Presentations to the Parks and Recreation Commission and City Council will follow once there is an approved master plan.

## **Task 1A: Project Kickoff and Surveys**

### Kickoff Meeting

KTUA team shall organize and attend a kick-off meeting with City staff and other relevant stakeholders at the project site to discuss project goals, schedule, process, and budget. The meeting will allow collaboration between the design team members and City staff to identify key issues, opportunities, and potential roadblocks affecting the planning and design of the new park and improvements. Each design team member shall examine and analyze the existing site and its adjacent context for all factors relevant to their individual design process and plan preparation. Site photographs and notes shall be taken in the field to inform later design efforts

### Topographic Survey

KTUA team's civil engineer (Hunsaker), shall have an aerial topographic survey performed to establish existing conditions and elevations to be used as a base map. Survey shall include tie-in to the City of Chula Vista control network and be prepared at minimum 1"=20' scale with 1-ft max contours. Survey shall collect all site culture, curb lines, grade breaks, tree locations including diameters, corners of structures, visible utilities, etc. Limits of survey are within the park boundaries, including critical hardscape locations for design and tie-ins such as curb, streets, manholes, etc.

### Underground Utility Survey

Hunsaker shall provide utility location services to identify and mark out all utilities of record as well as try to identify any potential non-record utilities within the project limits of work so they can be located and reflected on the final topographic and utility survey.

### Acquire Utility As-builts from Utility Companies

Hunsaker and Michael Wall Engineering (MWE), shall contact the relevant utility and franchise companies to obtain as built information. SDG&E and ISP asset maps for the park and the associated area shall be requested to establish the basis of available infrastructure for use in future build outs. Hunsaker shall acquire horizontal and vertical utility information from the utility companies, and review record drawings provided by utility companies and franchise utilities to ascertain system location, depth, size, and type.

### Incorporate As-Built Information into Base Files

Hunsaker shall incorporate the utility information into the project base files, reconciling with the topographic survey and site photos.

### Boundary Survey

Hunsaker shall perform a Boundary Survey to establish the exterior property lines and right-of-way limits of the project site. The boundary survey will be based on public records reflective of the fee title property reported in the title report to be produced for the project. The boundary survey will be based on re-establishing Parcel 1 from Parcel 4619 together with a portion of Lot 14 of Map No. 505 and the monumentation reflected on said parcel map together with other public records of local monumentation perpetuated through the years. The survey will be tied to the required City of Chula Vista Geodetic Survey network reflected in record of Survey No. 14841.

### Title Report and Encumbrance

Hunsaker shall coordinate the preparation of a title report from a title company reflective of the project site and shall draft easements and encumbrances from said title report into a land base map.

### Geotechnical Investigation

A geotechnical investigation shall be performed by Ninyo & Moore which will include a subsurface investigation in the areas of the proposed improvements. Ninyo & Moore shall utilize a drilling rig to excavate seven (7) geotechnical borings across the site. The borings will extend to depths of approximately 10-15 feet bgs in the areas of the play equipment, pickleball courts, splash pad, and other areas to receive improvements. Recreation field sport light poles will require borings of 20 feet bgs with the exception of one 50-foot boring depth at one sport light pole. The objective of these borings is to determine the in-situ engineering characteristics of the soils and provide remedial grading recommendations for each location, and to provide data to complete a liquefaction analysis. Each excavation will be logged and sampled for laboratory testing by the geologist.

### Infiltration Investigation

Due to the anticipated depth of groundwater, Ninyo & Moore anticipates that stormwater infiltration may not be feasible, therefore infiltration testing was not included in their scope of work. Since groundwater may be at depths of 9 feet or shallower and there needs to be at least 10 feet of distance between the bottom of an infiltration device and the top of groundwater, Ninyo & Moore will coordinate with Hunsaker to look into the need for filtration installation in lieu of infiltration devices.

### Lab Testing

Soil samples recovered by the geologist during the geo-technical investigation will be taken to Ninyo & Moore's laboratory, where testing shall be completed to address index soil characteristics for both soil classification and correlation with soil mechanical characteristics (i.e., strength and compressibility).

### Liquefaction Analysis

Ninyo & Moore shall conduct a liquefaction study at the site. Analysis of the potential for liquefaction and related settlement will be completed in areas of park improvements using the blow count data from SPT testing to a depth of 50 feet bgs. One of the geotechnical borings, to be performed near the location of a sports field light pole, will be extended to a depth of 50 feet bgs. The borings will be excavated utilizing mud rotary drilling techniques. This includes the permit application, processing, and the fees for the County DEH boring permit.

### Geotechnical Report of Findings with Recommendations

Following completion of the field investigation and laboratory testing, Ninyo & Moore shall prepare a report addressing:

- Geotechnical conditions encountered on the site
- All potential geologic and geotechnical site hazards
- Remedial grading recommendations
- Foundation recommendations for the playground equipment, fencing, light poles, and all other proposed park structures
- Pavement section recommendations for the sidewalks, pickleball courts, parking lot and other proposed pavement types
- Recommendations for development of stormwater BMPs

Reporting shall be supported by graphics (including boring logs and cross-sections) as necessary to support discussions in the text of the report. The report shall be sealed by a State of California Certified Engineering Geologist and Registered Geotechnical Engineer.

#### Review and Assess Potential Utility Concerns

Hunsaker shall prepare a detailed topographic survey with all existing site features documented including above and below-grade utilities. As part of the survey preparation, Hunsaker will acquire as-built utility drawings from the City and all relevant utility companies to incorporate in the final CAD base file. Once all utilities are documented in the project base file, all utility concerns relating to existing utility conditions and potential future conflicts with proposed project improvements will be examined and a summary graphic prepared to illustrate the locations of each utility concern and/or potential conflict.

#### Review and Assess Site Drainage and Soils

A geotechnical investigation shall be performed by Ninyo & Moore to ascertain existing soil conditions and characteristics and recommended improvement footings and paving sections. Site drainage will be addressed considering filtration investigation to develop recommendations for the additional impervious areas utilizing the City of Chula Vista BMP Manual. Each area will be analyzed to design the most cost-effective solution for water quality.

#### Review and Assess Existing Vegetation

During the initial site kick-off meeting and other site meetings, KTUA team shall inventory and assess all existing vegetation for health, structure, form, maintenance needs/requirements, toxicity, invasiveness, and all other factors relevant to the design process. Existing trees in the proximity of proposed improvements shall be assessed by an arborist for health condition as well as potential impacts from proposed improvements.

Existing Conditions and Site Analysis Report shall include the Site Survey Report KTUA and Hunsaker shall prepare an Existing Conditions and Site Analysis Report based on the findings of the topographic survey, utility survey, and geotechnical investigation. The report shall include existing grades (topography), demolition, utilities, soil conditions, site conditions, and existing stormwater improvements.

### **Task 1B: Project Management (Duration of Project)**

KTUA shall be the primary point of contact for City staff for this contract and will maintain close coordination with the City, stakeholder agencies, and the consultant team to resolve questions and key issues so that the project can proceed as scheduled. This task also includes in-house team management and administration.

### Coordination Meetings

KTUA shall schedule regular teleconference meetings with the design team and City staff to coordinate design efforts and answer any questions that may arise. These meetings may vary in frequency depending on the current phase of the project and need for team coordination. During the preparation of construction documents for the proposed park improvements, the design team shall hold meetings at a minimum bi-weekly frequency to ensure adequate collaboration and oversight.

### Meeting Agendas and Minutes

KTUA shall prepare meeting agendas and notes for each in-person and teleconference meeting to ensure efficiency and to establish a record of important project decisions and milestones. The agendas shall be distributed at least 24 hours prior to each meeting, and the meeting notes and action items will be distributed within 48 hours of the meeting. The meeting agendas and notes shall also be delivered to the City at the completion of the project as part of the overall deliverables.

### Monthly Schedule, Project Updates, and Invoice Submittals

KTUA shall provide monthly schedule and project updates via Microsoft Project or equivalent software to the City, along with project invoices with current billing information on the project.

### Project QA/QC

Throughout the life of the project, KTUA and each project subconsultant shall perform quality control checks of all project documents/drawings and other deliverables to ensure the highest levels of accuracy and excellence. The internal quality control process shall include a four-level check of all deliverables by design staff, the project manager, team leader, and principal-in-charge. KTUA shall perform thorough reviews of subconsultant drawings to ensure a high level of team collaboration and coordination between discipline drawing sets.

## **Task 2 Program Plan and Community Outreach**

### Program Plan

KTUA shall develop an updated program plan based on the community's input from the previous public outreach that occurred prior to this agreement. The plan shall identify the community's preferred park improvements in preparation for the two community outreach meetings. KTUA will prepare a preliminary plan for review with City staff prior to the first community outreach meeting. City comments shall be incorporated into the plan and renderings and illustrative sections will be prepared for presentation to the community. Community and stakeholder input from the first community outreach meeting will be evaluated and integrated into a revised program plan. The revised program plan will be presented at the second community outreach meeting for community consensus.

### Community Outreach

KTUA shall develop a plan to engage the community and identify all key stakeholders interested in the analysis and design of Eucalyptus Park. The plan shall indicate the methods of advertisement for public and stakeholder meetings as well as the means of engaging community members and gathering their comments and feedback during the design process.

### Community/Stakeholder Meetings (2)

KTUA shall organize and conduct two public outreach meetings to gather public input and feedback relating to the proposed Eucalyptus Park improvements and park programming. For use at each meeting,

KTUA shall prepare meeting advertisements, surveys, presentations, graphics, and all other required meeting materials. A summary of public input shall be prepared following each public out-reach meeting.

#### Community/Stakeholder Survey (1)

A combination of online (Survey Monkey) and physical surveys shall be provided to the public at each community meeting to solicit input and feed-back. The results of these surveys shall be included in the summary of public input that is prepared following each of the community meetings and will be utilized to inform revisions to the master plan concept.

#### Meeting Graphics, Presentations, and Public Notices

For each community and stakeholder meeting, KTUA shall prepare all public notices/advertisements, graphics, presentations, and other visual and physical aids necessary to communicate the design intent fully and effectively for the park improvements.

#### Bilingual Meeting Materials and Meeting Representative

All meeting materials shall be translated into Spanish to provide clear understanding for both English and Spanish speaking meeting attendees. A bilingual Spanish/English representative from KTUA shall be present at each meeting to present materials to Spanish speaking community members and to field any questions they may have.

#### Final Master Plan

Upon completion of the community outreach process and with a preferred program plan vetted, KTUA shall prepare the final Eucalyptus Park Master Plan for proposed improvements. The master plan shall include a rendered park plan with improvement and materials callouts. The plan shall be supported by illustrative sections as needed.

#### Presentation and Adoption of Eucalyptus Park Master Plan

KTUA, along with City staff, shall present the final Eucalyptus Park Master Plan to both the Chula Vista Parks and Recreation Commission and City Council for approval and adoption of the master plan to move forward with final design and construction documents.

### **Phase 2 Final Design and Construction Documents**

Phase 2 shall include the preparation of detailed 20-scale construction plans and technical specifications for the renovated park improvements. Plans in the final construction set shall include title sheet, demolition plan, site and grading plan, utility plan, site electrical and lighting plan, hardscape and paving plan, furnishings and amenities plan, planting and irrigation plans, and all required detail sheets. Specifications shall include all necessary technical specification Divisions applicable to the scope of work. This phase shall also include generation of a probable cost of construction and the City plan check review and permit process for the park improvement plans.

### **Tasks 3 – 5 Construction Documents**

The KTUA team shall develop construction documents for the new park improvements. Plans shall include complete stormwater and drainage, landscape architecture and site design, electrical design, and structural design as required. The scope for park improvements includes construction documents (50%, 85%, 100%, and Bid Document submittals) for installation of the proposed park improvements.



### Title Sheet

A title sheet shall be prepared for the plan set based on the City of Chula Vista standards and will also include project location and brief description, an index of sheets, a list of consultants, applicable code requirements, and any other additional information as required.

### Demolition Plan

Hunsaker shall prepare a site demolition plan including limits of demolition and specific items to be removed or protected in place. Irrigation and planting items shall be indicated on the landscape demolition plan by KTUA.

### Site Grading and Drainage Plan

A grading and drainage plan shall be prepared indicating the grading and spot elevations to accommodate all of the new park improvements and stormwater BMPs. Earthwork quantities shall be calculated with the intent to create a balanced site. In addition, the plans shall include general civil notes, typical sections and details, DMA/Site Design BMP plan, and erosion control plan.

### Stormwater Reports

Hunsaker shall prepare required stormwater and drainage reports and studies to support the design and stormwater permitting of the project. These reports shall include the project SWPPP, Drainage Study and Stormwater Management Plan, Stormwater Quality Management Plan (SWQMP) and a Hydrology Report.

### Utility Plans

Utility plans shall be coordinated with Hunsaker and MWE to show all wet and dry utility improvements required to support the new park improvements. Hunsaker and MWE shall coordinate with the utility companies for new services and meters to the park site for water and electricity.

### Site Electrical and Lighting Plans

MWE shall prepare the site electrical and lighting plans identifying park power source, control panels, park site lighting, multi-purpose field lighting, pickleball court lighting and electrical and power connections as required within the park. Plans shall include construction notes, photometrics, fixture schedules, and installation details.

### Structural Design

PSE shall provide structural evaluation, detailing, and required calculations for structural components of the project. Anticipated structural components shall include light standard foundations, fence post footings, ramp/stair/paving reinforcement.

### Site Hardscape and Paving Plans

KTUA shall prepare the site hardscape and paving plans to identify paving and surfacing materials, colors, and finishes within the park. Plans shall include construction notes, schedules and legends, and construction details.

### Site Furnishings and Amenities Plans

KTUA shall prepare the site furnishings and amenities plans for the park improvements. The plans shall identify park site furnishings such as drinking fountains, benches, bike racks, trash/recycle receptacles, etc. as well as new play/fitness equipment, pickleball courts, splash pad, skate plaza and bike park. Plans shall include construction notes, schedules and legends, and construction details.

### Planting and Irrigation Plans

KTUA shall prepare detailed planting and irrigation plans for all planting areas within the park limits of work indicating all irrigation equipment, heads, lateral and mainline runs, as well as the water and electrical points of connection. Plant species and quantities shall be indicated as well as details for all plant types (trees, shrubs and groundcover). Irrigation details for all equipment types, heads, pipe and conduit trenching, and any other required details for the irrigation system shall be provided. Water-use calculations shall be prepared to confirm compliance with the California Model Water Efficient Landscape Ordinance.

### Specifications

The KTUA team shall prepare technical specifications that identify the types, manufacturer and/or qualities of materials to be used or incorporated into the work, setting forth methods of installation and establishing the quality and workmanship of the finished work; and will be organized to separate those portions of the work which may logically be executed by different trades or separate contractors.

### Estimate of Probable Cost of Construction

OCMI shall prepare construction cost estimates for the proposed park improvements for the master plan and each of the construction document design milestones including 50%, 85%, and 100% levels. The estimates shall include materials and labor, overhead and markups, and projected escalation to mid-point of construction.

### City Permitting Review (50%, 85%, And 100%)

The KTUA team shall prepare a landscape construction document package with specifications for submittal in digital (PDF) form and hard-copy sets, if requested, to the City for review and coordination at 50%, 85%, and 100% final stages. KTUA design team shall submit the revised construction documents to the City of Chula Vista for plan check. If required, plans shall also be processed with the City of Chula Vista Building Department for review and approval. KTUA team shall perform in-house design review and quality control of the project; and meet with the City to discuss their review comments and prepare plan revisions and comment responses as necessary.

## **Phase 3: Bidding and Construction Administration, and Record Drawings (Task 6)**

### Bid Support Services

The KTUA team shall assist the City of Chula Vista with bid support services including responding to bid period re-requests for information (RFIs) and preparing bid addenda as necessary. KTUA shall assist the City with the review of bids and contractor selection.

### Construction Administration

#### *Pre-Construction Meeting*

KTUA and design team representatives shall attend the preconstruction meeting to support City staff in their conversation with the awarded bidder. At this meeting, KTUA shall also highlight key aspects of the construction drawing package, address any important environmental or other requirements, and relay potential construction timing and phasing issues relating to the design to the contractor.

#### *Construction RFIs*

KTUA and the design team shall respond to any RFIs that arise during construction and issue formal responses to City staff.

#### *Submittal and Shop Drawing Review*

KTUA and the design team shall review all material submittals and shop drawings provided by the contractor for the project during construction and provide formal comments or acceptance to City staff. These would include all paving and hardscape, park amenities and furnishings, lighting, utility, irrigation, and landscape submittals

#### *Review Contract Change Orders*

KTUA and the design team shall consult with the City on any change orders submitted by the contractor to review whether the change order is warranted and whether the prices seem reasonable.

#### *Prepare Meeting Agendas and Minutes*

KTUA shall prepare meeting agendas and minutes for all meetings arising during the construction period. These will be provided to the City as part of the overall project final deliverables.

#### *Construction Coordination Meetings*

KTUA anticipates participating in bi-weekly construction coordination meetings including the contractor and City representatives to coordinate construction progress, issue coordination and resolution, and RFI and submittal tracking.

#### *Construction Site Visits and Observations*

KTUA and the design team shall conduct site visits during construction to review mockups, plant material at delivery, inspect irrigation pressure and coverage tests, and examine overall construction progress. At these visits, KTUA shall address any on-site questions relating to the construction drawings that may arise. A follow-up site observation report shall be prepared after each site visit documenting any informational items and issues observed in the field with photographs and notes.

#### *Pre-Maintenance, Pre-Final, and Final Construction Site Walkthroughs and Punchlists*

Upon completion of construction, KTUA and design team consultants shall perform a pre-maintenance walkthrough to assess the project and confirm it is substantially complete and ready to move into the establishment and maintenance period. A punchlist of necessary corrections shall be prepared. Prior to the completion of the establishment and maintenance period, KTUA shall perform a pre-final walk-through to identify any potential punchlist items that remain to be corrected prior to the City providing final acceptance of the project. After completion of the final punchlist items, KTUA shall perform a final walkthrough providing a thorough review of all constructed project elements including all park amenities and components, hardscape, irrigation, and landscape elements and systems. With all punchlist items satisfied, KTUA shall issue a letter of acceptable completion.

#### Record Drawings

The contractor shall submit a full construction drawing set to the design team with accurate redline notes and dimensions indicating actual constructed conditions where significantly different from those indicated in the bid set drawings. KTUA and the design team shall prepare final digital as-built/record drawings for the project. The as-built drawings will be provided to the City in digital format and as a mylar physical drawing set. Verification of the contractor's as-built redlines is not included in this task. |

3. **Term:** In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin [October 26, 2022] and end on [June 30, 2025] for completion of all Required Services.

4. **Compensation:** [

**A. Form of Compensation**

[ Fixed Fee Paid in Increments. For the completion of each Deliverable of the Required Services, as identified in section 2.B., above, City shall pay the fixed fee associated with each Deliverable, in the amounts set forth below:

Task No.	Deliverable	Amount
Task 1	Project Kickoff / Surveys	\$70,688
Task 2	Program Plan and Community Outreach	\$67,078
Task 3	50% Construction Documents	\$147,641
Task 4	85% Construction Documents	\$76,959
Task 5	100% Construction Documents	\$58,909
Task 6	Bid Support, CA, Record Drawings	\$64,138
	Direct costs (Arborist \$4,320; Survey \$13,040; Geotech \$13,600)	\$31,020

**B. Reimbursement of Costs**

[ Invoiced or agreed-upon amounts as follows:

1. A not-to-exceed allowance of \$1,200.00 for printing and preparation of workshop materials. Only on a time and material basis.

Notwithstanding the foregoing, the maximum amount to be paid to the Consultant for services performed through [June 30, 2025] shall not exceed [\$516,433].

5. **Special Provisions:** [

[ Permitted Sub-Consultants: [

- Hunsaker (Civil Engineering and Surveying)
- Ninyo & Moore (Geotechnical Engineering)
- Michael Wall Engineering (Electrical Engineering)
- Aquatic Design Group (Water Feature Designer)
- PSE Engineers (Structural Engineering)
- American Ramp Company (Skatepark/ Bike Park Designers)
- OCMI (Cost Estimating)
- Tom Launder (Arborist) ]

[ Security for Performance: [None]

[ Notwithstanding the completion date set forth in Section 3 above, City has option to extend this Agreement for [Insert Number of Terms] additional terms, defined as a one-year increment or [Enter a Specific Date. if applicable]. The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and

conditions contained herein, provided that the amounts specified in Section 4 above may be increased by up to [Insert Percentage of Increase or Actual Dollar Amount] for each extension. The City shall give written notice to Consultant of the City's election to exercise the extension via the Notice of Exercise of Option to Extend document.

|

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

Consultant shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input checked="" type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit  Additional Insured Endorsement or Blanket AI Endorsement for City*  Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01  <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	
<input checked="" type="checkbox"/>	Professional Liability (Errors & Omissions)	\$1,000,000 each occurrence \$2,000,000 aggregate	

Other Negotiated Insurance Terms: NONE

**EXHIBIT C**  
**CONSULTANT CONFLICT OF INTEREST DESIGNATION**

The Political Reform Act<sup>1</sup> and the Chula Vista Conflict of Interest Code<sup>2</sup> (“Code”) require designated state and local government officials, including some consultants, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, consultants designated to file the Form 700 are also required to comply with certain ethics training requirements.<sup>3</sup>

- A. Consultant IS a corporation or limited liability company and is therefore EXCLUDED<sup>4</sup> from disclosure.
- B. Consultant NOT a corporation or limited liability company and disclosure designation is as follows:

**APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES**  
(Category descriptions available at .)

<i>Name</i>	<i>Email Address</i>	<i>Applicable Designation</i>
KTUA	chris@ktua.com	<input type="checkbox"/> <b>A. Full Disclosure</b> <input type="checkbox"/> <b>B. Limited Disclosure</b> (select one or more of the categories under which the consultant shall file): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification:  <input checked="" type="checkbox"/> <b>C. Excluded from Disclosure</b>

**1. Required Filers**

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Consultant,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

**2. Required Filing Deadlines**

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

**3. Filing Designation**

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Consultant will provide. Notwithstanding this designation or anything in the Agreement, the Consultant is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 \*2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the consultant’s requirement to comply with the disclosure requirements set forth in the Code.

**Completed by:** *Bethany McDonnell, Landscape Planner II and Patricia Ferman, Principal Landscape Architect.*

1 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

2 Chula Vista Municipal Code §§2.02.010-2.02.040.

3 Cal. Gov. Code §§53234, *et seq.*

4 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4<sup>th</sup> 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).