



**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
KOUNKUEY DESIGN INITIATIVE  
FOR THE CHOLLAS CREEK WATERSHED REGIONAL PARK MASTER PLAN  
  
SERVICES AGREEMENT**

This Agreement is entered into by and between the City of San Diego, a municipal corporation (City), and Kounkuey Design Initiative, Inc. (Contractor) (collectively, the Parties).

**RECITALS**

- A. City needs planning, landscape architecture, and public engagement services for the Chollas Creek Watershed Regional Park Master Plan as further described in the Scope of Services (Services), attached hereto as Exhibit A.
- B. Contractor has the expertise, experience, equipment, and personnel necessary to provide the Services and City forces are presently unable to adequately provide the required Services.
- C. City and Contractor wish to enter into an agreement whereby City will retain Contractor to provide the Services.
- D. Contractor is a Non-Profit Organization under Section 501(c)(3) of the U.S. Internal Revenue Code.
- E. Pursuant to SDMC section 22.3210, the Purchasing Agent has certified that this Agreement is exempt from competitive bidding requirements because this Agreement furthers a specific public policy, is in the public interest and does not exceed the threshold set forth in the SDMC.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE 1  
CONTRACTOR SERVICES**

**1.1 Scope of Services.** Contractor shall provide the Services described in Exhibit A, which is incorporated herein by reference.

**1.2 Contract Administrator.** The Planning Department is the Contract Administrator for this Agreement. The Contract Administrator's contact information is as follows:

Sameera Rao, Assistant Deputy Director  
9485 Aero Drive, San Diego, CA 92123  
619-446-5346  
SRao@sandiego.gov

**1.3 General Contract Terms and Provisions.** This Agreement incorporates by reference City's General Contract Terms and Provisions, attached hereto as Exhibit B.

**1.4 Submittals Required with the Agreement.** Contractor is required to submit all forms and information listed in Exhibit C before this Agreement is executed.

**1.5 [Reserved].**

**ARTICLE 2  
DURATION OF AGREEMENT**

**2.1 Agreement Term.** This Agreement shall be for a term of 18 months beginning on the Effective Date. City may, in its sole discretion, extend this Agreement for one additional one-year period. The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** 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.

**ARTICLE 3  
COMPENSATION**

**3.1 Amount of Compensation.** The City shall pay the Contractor for the performance of all Services rendered in accordance with this Agreement, including reasonably related expenses, in an amount not to exceed \$200,000.

**3.2 Annual Appropriation of Funds.** Contractor acknowledges that the Agreement Term may extend over multiple City fiscal years, and Contractor understands and agrees that work and compensation under this Agreement is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Agreement if sufficient funds are not duly appropriated and authorized for any given fiscal year,

or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

**ARTICLE 4  
CONTRACT DOCUMENTS**

**4.1 Contract Documents.** This Agreement, including its exhibits, schedules, and attachments, constitute the Contract Documents. The Contract Documents completely describes the Services to be provided.

**4.2 Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute the single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR  
Kounkuey Design Initiative, Inc.

By: 

Name: Ian Leong

Title: Managing Operations Director

Date: 03/14/2023

CITY OF SAN DIEGO  
A Municipal Corporation

By: 

Name: Claudia C. Abarca

Director, Purchasing & Contracting

Date: April 3, 2023

Approved as to form this 4 day of  
April, 2023.  
MARA W. ELLIOTT, City Attorney

By:  Noah J Brazier (Apr 03 2023 09:59 PDT)

Deputy City Attorney

Noah J Brazier

Print Name







# Non-Profit Agency Agreement - KDI \_Chollas Creek Watershed\_DCA

Final Audit Report

2023-04-04

Created:	2023-04-04
By:	Renealdo Flores (rmflores@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9f3W1IE7fGuYhwDkjc0gRzMwxUb_BEB8

## "Non-Profit Agency Agreement - KDI \_Chollas Creek Watershed \_DCA" History

-  Document created by Renealdo Flores (rmflores@sandiego.gov)  
2023-04-04 - 4:00:04 PM GMT
-  Document emailed to nbrazier@sandiego.gov for signature  
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-  Email viewed by nbrazier@sandiego.gov  
2023-04-04 - 4:59:00 PM GMT
-  Signer nbrazier@sandiego.gov entered name at signing as Noah J Brazier  
2023-04-04 - 4:59:34 PM GMT
-  Document e-signed by Noah J Brazier (nbrazier@sandiego.gov)  
Signature Date: 2023-04-04 - 4:59:36 PM GMT - Time Source: server
-  Agreement completed.  
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Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

## **EXHIBIT A SCOPE OF SERVICES**

### **A. OVERVIEW**

For this scope, KDI will lead the Chollas Creek Regional Watershed Park Master Plan (CCRWPMP), which is an implementation item identified as part of the Parks Master Plan. The project includes the master planning elements, landscape architectural design, community engagement, and project management. We understand this work to be focused on the creation of regional parks approach, linking multi-purpose green spaces together through program, trail connections, and meaningful engagement.

### **B. REQUIREMENTS AND TASKS**

Contractor shall complete the following tasks and deliverables as described in Exhibit D:

- Task 1: Project Management and Administration
  - 1.1 Kickoff Meeting
  - 1.2 Background Information
  - 1.3 Communication Goals
  - 1.4 Coordination Meeting
  - 1.5 Quality Control
  - 1.6 City Website Materials
  - Deliverables: 1) Kickoff Meeting Agenda, Materials, and Minutes; 2) Monthly Meeting Agenda, Materials, and Minutes; 3) Monthly Project Schedule; and 4) PDF Materials for City Website (as needed)
- Task 2: Public Engagement
  - 2.1 Develop Refined Engagement Plan
  - 2.2 Stakeholder Engagement and Community Site Walk Audits
  - 2.3 Community Survey and Mobile Engagements
  - 2.4 Community Design Workshops
  - Deliverables: 1) Engagement Kick-off Meeting; 2) Engagement Workplan (draft, final); 3) Engagement and Data Memo collected during the Site Walk Audits; 4) Mobile Engagement Beacon (design and fabrication) and Engagement Materials; and 5) Workshop Materials, Presentations, Agendas, and Sign-in Sheets
- Task 3: CCRWPMP Framework
  - 3.1 Framework Creation
  - 3.2 Public Presentations
  - Deliverables: Masterplan Framework and Presentation
- Task 4: Existing Conditions Analysis, Summary, and Recommendations
  - 4.1 Existing Conditions Analysis
  - 4.2 Existing Conditions Report
  - Deliverables: Existing Conditions Report and Map Atlas (draft and final)
- Task 5: Chollas Creek Watershed Masterplan
  - 5.1 Design Development

- 5.2 Implementation and Funding Strategies
- 5.3 Draft and Finalize the Chollas Creek Watershed Masterplan
- 5.4 Plan Adoption
  
- Deliverables: 1) CCRWPMP first draft; 2) CCRWPMP second draft; 3) CCRWPMP final document; and 4) final presentation for approval

C. ROLES AND RESPONSIBILITIES

1. Contractor’s General Roles and Responsibilities

With respect to all services provided to the Department, Contractor will fulfill the following operational roles and responsibilities:

Throughout the course of the contract, the Contractor will implement the tasks and deliverables stated in Section B. Requirements and Tasks. Contractor will be the direct point of contact for the City on behalf of the project team. Contractor will manage all subcontracts with community partners or other entities needed to implement the scope of services. Contractor will manage all the purchasing needed for the project. Lastly, the contractor will provide regular progress reports to update the City on work to date.

2. Department’s General Roles and Responsibilities

Department will fulfill the following operational roles and responsibilities:

The Department will support the Contractor by providing feedback, and guidance during weekly meetings. The Department will create and maintain a public website, to inform the public of the status of this project and contact information in case of questions or comments. The Department will also maintain other City webpages which may benefit from updates on this project. The Department will monitor the Contractor’s work, for contract compliance, and communicate with the Purchasing Department or other departments, when needed.

D. BUDGET

Labor Costs	
Task	Cost
1. Project management and administration	\$11,000
2. Public engagement	\$57,550

3. CCWP framework	\$6,700
4. Existing conditions analysis, summary, and recommendations	\$20,000
5. Chollas creek watershed master plan	\$68,500
<b>Total Labor Costs</b>	<b>\$163,750</b>

Direct Costs	
Item	Cost
Travel	\$9,250
CBO stipends	\$18,000
Mobile engagement beacon	\$4,000
Food/refreshments	\$2,500
Meeting/workshop supplies	\$2,500
<b>Total Direct Costs</b>	<b>\$36,250</b>

**BUDGET TOTAL: \$200,000**

\$50,000 will be invoiced in fiscal year 2022-2023 (ending June 30<sup>th</sup>, 2023) and \$150,000 will be invoiced in fiscal year 2023-2024 (beginning July 1<sup>st</sup> 2023). The amount invoiced in FY 2022-2023 includes 42% of Task 1, 14% of Task 2, 100% of Task 3, and 100% of Task 4, including any associated direct costs.

E. TIMELINE

Task 1: Ongoing project management and administration (January 2023 to February 2024)

Task 2: Public engagement (June to December 2023)

Task 3: CCWMP framework (April to May 2023)

Task 4: Existing conditions analysis, summary, and recommendations (February to April 2023)

Task 5: Chollas Creek Watershed Master Plan (November 2023 to February 2024)



Exhibit B



**THE CITY OF SAN DIEGO**  
**GENERAL CONTRACT TERMS AND PROVISIONS**  
**APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**

## ARTICLE I SCOPE AND TERM OF CONTRACT

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

## ARTICLE II CONTRACT ADMINISTRATOR

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent  
City of San Diego, Purchasing and Contracting Division  
1200 3rd Avenue, Suite 200  
San Diego, CA 92101-4195

### ARTICLE III COMPENSATION

**3.1 Manner of Payment.** Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts.** Contractor must submit invoices for services to City by the 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.2.6.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

#### **ARTICLE IV SUSPENSION AND TERMINATION**

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

**4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

**5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by 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 performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.



**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6.2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the 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. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6.3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6.4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6.5 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or 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 Contractor to produce, at Contractor’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. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

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

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and 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 goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**7.2.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

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.

**7.5 Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**7.6 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**7.7 Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

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

**7.9 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

## **ARTICLE VIII BONDS**

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

## **ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

### **9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor 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. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** 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. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor 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 Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.



**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor 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 Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to 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.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 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 the subject matter of this Contract, if possible.

**11.3 Expenses.** 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, 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.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## **ARTICLE XII MANDATORY ASSISTANCE**

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor'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.

**12.2 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. 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 Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

### **ARTICLE XIII MISCELLANEOUS**

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract 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 Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders 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 Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.



March 20, 2023

City of San Diego  
Purchasing and Contracting

To Whom It May Concern:

The following is a statement of salary for Kounkuey Design Initiative, Inc. (KDI), which sets forth the salary of KDI's highest and lowest paid employees on an hourly basis.

Name	Position	Salary/Pay on Hourly Basis
Chelina Odbert	CEO	\$75.72 per hour
Rachel Kim	Graphic Design Intern	\$25.00 per hour

  
\_\_\_\_\_  
Ian Leong  
Managing Operations Director  
Kounkuey Design Initiative, Inc.




# City of San Diego

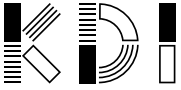
## Chollas Creek Regional Watershed Park Master Plan

September 22, 2022  
*revised*



 **chollas creek regional  
master plan scope of work**





## team roles

### Kounkuey Design Initiative (KDI)

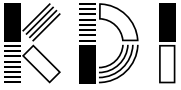
For this scope, KDI will lead the project, including the masterplanning elements, landscape architectural design, community engagement, and project management. We understand this work to be focused on the creation of regional parks approach, linking multi-purpose green spaces together through program, trail connections, and meaningful engagement. KDI has broad experience in leading community-based processes that result in prioritized projects that blend considerations of impact, cost, and community benefit, all through a lens of sustainability. We specialize in engaging with disinvested urban waterways—from creating neighborhood greening plans at Ballona Creek in the Mar Vista area of Los Angeles, to revitalizing the edge of the Pacoima Wash in the San Fernando Valley. Our team of landscape architects, planners, and community organizers is well-versed in green infrastructural approaches, and has created projects that balance the need for ecological function and public access.

### Sherwood Design Engineers (Sherwood)

Sherwood will serve as a green infrastructure and hydrologic advisor to the team, bringing practical civil engineering expertise to analyze existing data and ensure that all project proposals are implementable and feasible. Sherwood is a site civil engineering practice committed to the optimal integration of ecology, infrastructure, and design. They specialize in sustainable infrastructure design, innovation, and sound engineering to make big ideas possible at a building, neighborhood, and district scale. They have a proven track record of delivering projects from idea to implementation around the world. Sherwood works collaboratively with project teams to find ways to maximize efficiencies through an integrated and ecological approach that results in high-performance projects that are resilient, economical, and get approved and built.

### Design Forward Alliance

With deep roots throughout the San Diego area and experience working with all levels of governance—from local communities in the Chollas Creek watershed, to community-based organizations, to the City and Mayor's Office—Design Forward Alliance will serve as a strategic partner in community engagement activities and events, serving as on-the-ground liaisons to the community based organizations that are part of this engagement effort. Design Forward Alliance ignites conversation and action around how human-centered design can improve the way we live, work and play, and provide businesses, educators and government with the tools to affect real and lasting change.



# scope of work

## task 1: project management + administration

### 1.1 Kickoff Meeting

KDI will prepare for and conduct one kick off meeting with key staff within the City of San Diego. This meeting will enable us to better understand the context for the work and responsibilities, including chain of communication protocols, key staff and stakeholder roles, project schedule, team expectations, and other relevant information. As team lead, KDI will be the point organization for producing kick-off meeting materials, including an agenda, and facilitating the meeting itself. We will also use this meeting as an opportunity to establish common project goals.

### 1.2 Background Information

KDI will thoroughly review all relevant documentation and background information, including but not limited to the Chollas Creek Enhancement Plan, the Community Plans within the Chollas Creek Project area, and the City's Climate Action Plan. KDI expects that all relevant plans will be provided by the City for our review.

### 1.3 Communication Goals

During the kick-off meeting, KDI will set common expectations around communications protocols, expectations, and requirements. These expectations will apply to both communication within City Departments as well as communication to the community and other stakeholders. These goals will be documented in meeting minutes for the full team's reference. KDI will serve as the main point of contact from the consultant team for the project.

### 1.4 Coordination Meetings

KDI will work with City staff to organize, prepare, and conduct monthly meetings to make sure the project remains on track in terms of schedule, budget, deliverables, and goals, and to assign staff to upcoming tasks. We will circulate agendas and materials four days prior to each meeting to ensure every project partner's priorities and concerns are included, and produce and distribute meeting materials, including final agendas and relevant background documents. It is anticipated

that the majority of these meetings will be conducted remotely. KDI will subsequently disseminate meeting minutes, action items and other materials within two days following each meeting. KDI, as the prime, will lead all monthly calls, bringing in our subconsultants only as necessary to create quick and efficient meetings.

### 1.5 Quality Control

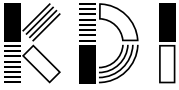
KDI and our subconsultant team pride ourselves on producing quality deliverables, no matter if it is an initial draft or a final work product. KDI will set an internal QAQC process to ensure that all deliverables have been reviewed internally prior to being sent to City Staff for review.

### 1.6 City Website Materials

As necessary, KDI will provide PDF copies of any documents produced for City Staff to upload to the City Website.

## Task 1 Deliverables

- Kickoff Meeting Agenda, Materials, and Minutes
- Monthly Meeting Agenda, Materials, and Minutes
- Monthly Project Schedule
- PDF Materials for City Website (as needed)



## task 2: public engagement

A robust public engagement process is pivotal to a successful Chollas Creek Master Plan. KDI and Design Forward Alliance will partner with local CBOs to engage Chollas Creek residents and stakeholders through an intensive and highly participatory public process to assess and document conditions of the Creek for all residents and users (youth, seniors, people with disabilities, residents, diverse groups, visitors, and businesses) to identify shared values and concerns; and prioritize improvements at the creek. This process will educate residents about the current conditions, constraints, and opportunities at the creek, deepening their understanding of the importance of the creek and their personal connection to it.

As noted in the proposal introduction, this engagement process will work in concert with DIF Prioritization Planning, with more extensive engagements taking place within the communities that overlap (if any). This will expand the understanding of needs within the neighborhoods and provide insight into the design and recreational opportunities that exist within the Chollas Creek Watershed Planning area.

### 2.1 Develop Refined Engagement Plan

The KDI team will coordinate with City Staff and identified regional partners to design and craft an engagement plan that fits the community context and works in parallel with other local efforts. KDI will share the draft engagement plan for City review and approval, and organize an engagement kick-off meeting to revise and develop the plan further. The finalized plan will be used to guide the roll-out of the community outreach and engagement work, and will serve as a coordinating document with the Project Prioritization efforts to identify moments of overlap or synergy.

### 2.2 Stakeholder Engagement and Community Site Walk Audits

In order to understand the context and condition of the site, build relationships, and maximize outreach and engagement efforts, KDI will conduct a series of up to 12 phone/video interviews with key stakeholders, commu-

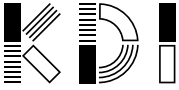
nity leaders, and residents throughout the Chollas Creek Masterplan project area. KDI will develop a site walk audit activity to gather on-the-ground data that blends the team's expertise alongside the lived experience of community members, conducted through 1 day of site visits at various points along the creek. The team will analyze the data and provide a summary of findings to the City.

### 2.3 Community Survey and Mobile Engagements

Mobile engagements are designed to meet community members where they are. KDI will design and build a mobile engagement beacon that will be utilized throughout the course of the project to facilitate engagements and data collection at community hubs such as churches, grocery stores, or community centers. This project-branded cart will act as a catalyst for engagement activities, allowing for community members to learn about the project and engage in a variety of activities at all phases of the project. KDI will coordinate with Design Forward Alliance to deploy the beacon to a range of local events around the Chollas Creek Watershed. The possible range of activities hosted on the beacon include but are not limited to surveys, asset mapping, interviews, and dispersal of educational materials. It is anticipated that 9 beacon deployments will be facilitated over the course of the project—three prior to the first round of workshops, 3 prior to the second round of workshops, and 3 to elicit feedback on prioritized projects.

### 2.4 Community Design Workshops

A major cornerstone to the intensive engagement processes is a series of workshops where participants will develop and refine a vision for the watershed, conduct asset and constraint mapping, establish community priorities, and participate in developing design guidelines for Creek Projects. For each workshop, KDI and Design Forward Alliance will work with six local CBO organizations to develop an outreach strategy across the multiple neighborhoods of the Chollas Creek region, ensuring community turnout. We will refine our engagement strategies and workshop activities based on CBO feedback to



be sure that we are accommodating residents' needs and starting from a common place of understanding. This will include one meeting with each CBO to understand their involvement with the creek, what work has been done to date, and where they imagine the next steps taking the residents that they work with during the course of this project.

Two workshops will be held before the draft is complete, with the first centered on creating a shared values system and vision for the masterplan, and the second on the prioritization framework for the projects. A final workshop will be held after the draft report is completed to receive feedback and finalize any design details. The resulting community-driven guiding principles will promote investments that foster the natural qualities, connectivity, and context-specific experiences while also ensuring a high-level of management, stewardship, and long-term sustainability. Each workshop will be replicated at 2 different locations around the watershed to increase accessibility and awareness for the project (leading to 6 workshops in total). These workshops will be held in English and Spanish with translation services provided for any additional language needs of the region, and will provide childcare and food.

### Task 2 Deliverables

- Engagement Kick-off Meeting
- Engagement Workplan (draft, final)
- Engagement and Data Memo collected during the Site Walk Audits
- Mobile Engagement Beacon (design and fabrication) and Engagement Materials
- Workshop Materials, Presentations, Agendas, and Sign-in Sheets

## additional engagement services

In order to engage communities around the full extent of the Chollas Creek watershed, the KDI team highly encourages consideration of additional engagement services. While we feel confident that we can deliver baseline engagement for the budget allotted, more nuanced and sustained engagement will only strengthen the project and lead to a public that can serve as future stewards for the final masterplan.

### Project Graphic Identity

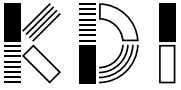
The KDI Team will develop a project identity and brand to be used throughout all project materials that reflects the communities within the Chollas Creek area, including color palettes, font and typology, logo, and a style guide for all flyers and engagement materials. Creating a clear and consistent graphic identity is essential for developing recognition and attracting a range of community members who will be engaging with the project. With the goal of maintaining cultural and community relevant material, the KDI team will explore opportunity or need for differentiation within each branch, section, or neighborhood of the Chollas Creek Watershed project area.

### Website and Social Media Development

Sustained social media presence is necessary to build momentum, reach a large number of community members, and help easily inform residents on project updates and how to become involved in the process. The KDI team will design, develop, and manage digital engagement platforms, including a website and social media pages that will host information about the planning processes, educate the community about the creek, direct people towards engagement events, and provide additional opportunities for feedback. The KDI team will additionally integrate engagement tools such as the community survey into the website platform.

### Neighborhood Working Groups

In each community, KDI proposes a neighborhood working group be established to give more direct feedback on the work and assist in collecting input throughout the neighborhood study area. We anticipate



that between 5 and 10 individuals will participate in these working group meetings in each area. The identification of interested individuals will occur through a combination of efforts from KDI and a partner CBO, with each participant being compensated with gift cards or money, depending on what the CBOs think would be the most helpful and attractive to their communities. The neighborhood working groups objectives will be: (1) to learn about the project, establish a common vision, and give input on the neighborhood engagement plans and strategies; (2) to inform and help craft the input collection process, based on their insight into the culture of each neighborhood; (3) to inform and workshop the draft recommendations being incorporated into the final report; and (4) to review the final recommendations and celebrate the work they have done on the project. Each working group will meet approximately 4 times throughout the project.

### On-Site Pilot Activations

Following the initial draft of the report, KDI will organize local CBOs to plan and host 4 events to activate the key areas around the Chollas Creek Watershed project area, based on the project prioritization resulting from the master planning process. Locations will be chosen that represent the near term opportunities for implementation. These activations will be to celebrate the outcomes of the report and build momentum around the prioritized projects, and could serve as ways to test the efficacy of different proposed interventions or programs. KDI has experience successfully hosting these types of events, which have ranged from celebratory fiestas, to bike lane demonstration projects, to youth-based art activities that are woven into the character of the ultimate project design. We will work alongside the City and local CBOs to determine the right venue and activity for each activation to create a fun, engaging, and productive event for community members along the creek. These pilot activations will serve as a testing ground and momentum building opportunity for the projects as they move toward implementation.

### Youth Watershed Ambassadors

Developing and facilitating groups of youth and young adults to take an active and ongoing role in the project is a way to gain deeper insight from their local knowledge and build capacity for long-term community action. The KDI team will coordinate with Design Forward Alliance to organize and coordinate a group of local youth "Watershed Ambassadors" to participate in this project. These young people would help guide the development and deployment of the mobile engagement beacon, workshops, and any flyer and outreach within the community. Each Watershed Ambassador would receive a stipend for their time dedicated to the engagement work.

We imagine the Ambassadors working with city and elected officials, philanthropic and business leaders, and a diverse range of local residents to develop priorities for design, program, and policy to make Chollas Creek more accessible, enjoyable, equitable, and ecologically productive.

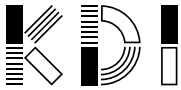
For this scope of work, we suggest three tasks:

#### 1. Outreach and Curriculum Development

Over the first four months of the project, KDI will develop and implement a youth-centric outreach plan, building off of existing city or non-profit initiatives that currently engage youth. Using environmental justice curricula already developed as a starting point, KDI would create a workplan for the involvement of the Watershed Ambassadors for the lifetime of the project, and the time expectations for their involvement to present during our outreach work. We would aim for 6-10 students as the number of young people in the cohort.

#### 2. Research and Data Collection

KDI will lead two meetings with the Watershed Ambassadors, coinciding with the site walk audits, existing conditions analysis, and first design workshops. We will decide if these meetings are in person or remote based on young people's ability to access the internet reliably. The Ambassadors will spend one all-day workshop refining the design of the mobile beacon, helping us hone in on key questions and giving unique insight into the best way to



engage their friends, family, and neighbors. Through this, they will gain experience in creating surveys, thinking about data collection, and exploring different methodologies for outreach. During the engagement phase, they will conduct youth-based walk audits to complement those done by the design team, exploring how Chollas Creek can serve future generations. The Water Ambassadors will also serve as members of our community workshop outreach team, assisting in the distribution of fliers and inviting their communities to each meeting.

### 3. Report Development and Design Solutions

During the design and report writing phase, KDI will hold two youth-only focus groups with the Ambassadors to understand how they specifically want to recreate, play, and relax along the Creek. These workshops will allow for youth to have a direct voice in the planning process, and will be shaping the final outcomes of the master plan. KDI will design a visual and interactive way of capturing youth ideas to be showcased directly in the design recommendations made. Depending on the geographic makeup of the Ambassadors and their interests, we envision creating three smaller working groups that could dig into specific issues facing different stretches of the creek, or topic areas that they want to pursue. Each group will be tasked with developing one pilot project that could address the issue at hand, leading to distinct design recommendations made by and for young people.

### Permanent Play Street

KDI will work with community members, the City of San Diego's Transportation Department, and other relevant agencies to design and implement one permanent play street within the Chollas Creek region. A permanent play street requires long-term commitment by the City to allow for the pedestrianization of a block or series of blocks during designated times throughout the day, week, or year. KDI will work with local community members and the City to determine what their needs are, how they would like to play, and when a play street makes to implement.

As part of this work, KDI will create, design, and fabricate a "box of play" consisting of a mobile trailer, play ele-

ments, and movable barricades. We will also design and fabricate permanent signage to notify residents when play streets occur and what that means for traffic, and an aesthetically pleasing and fun striping pattern to be applied to the street surface to visually notify drivers that this space operates differently than other city streets. KDI will lead one community workshop to guide the development of the box of play.

A successful play street requires continuous programming and community buy-in. KDI will lead a zoom training workshop with city agencies on the staffing, deployment, and activation requirements for a permanent play street, giving the City the necessary tools to program and carry out the play street initiative. KDI anticipates that the design work could be completed in a year, however this is assuming that permitting and conversations with the City Transportation department will be coordinated and executed by the City Planning department. Delays in the permitting process will require additional services beyond this scope. Any program staffing would need to be provided by the City or agreed upon with a community block group or local organization as it is necessary to have continuous programming available during the times that the play street is open.

**task 3: CCWMP framework**

**3.1 Framework Creation**

KDI will create a framework to detail the team’s approach to the creation of the master plan. This framework will also serve as a guiding document for the project’s goals and values, helping to steer the process and direction of the work overall. KDI will additionally develop a set of equity metrics to include in the framework to guide the engagement and project prioritization projects. The team will create a clear set of graphics to easily explain and detail the overall framework for communication with different agencies, stakeholders and the public as needed. We will format the framework into a brochure or set of graphics for City review and comment.

**3.2 Public Presentations**

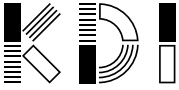
KDI will subsequently present the overall framework, coupled with the Engagement Plan (Task 2), to communicate the holistic approach to the master planning effort. KDI will develop the graphic presentation and present it at one meeting to relevant stakeholders, and will provide the presentation to City Staff for presenting if multiple meetings are required.

**Task 3 Deliverables**

- **Master Plan Framework and Presentation**



*KDI’s community-engagement planning work in the Coachella Valley has resulted in three regional mobility plan documents adopted by Riverside County.*



## task 4: existing conditions analysis, summary and recommendations

### 4.1 Existing Conditions Analysis

In order to identify recreation, beautification, and restoration opportunities at the Creek that support the wide range of communities that border it, KDI supported by Sherwood will develop an existing conditions report that integrates community engagement findings and GIS mapping to synthesize high level demographic, social, and environmental conditions found within the Chollas Creek Watershed. In this analysis, the KDI Team will integrate initial engagement findings from surveys, site visits, and community engagement exercises that humanize and contextualize GIS mapping analysis with already existing City and publicly available datasets. These findings will be compiled in an existing conditions report and will be used as a baseline for identifying priorities and opportunities within the Chollas Creek Watershed Area. This effort will be created in accordance with the City's GIS Standards and will analyze relevant data, including:

- Demographic and population information;
- Lifestyles Tapestry Segmentation Analysis;
- Climate Action Plans;
- Tree Canopy Cover;
- Existing levels of service;
- Recreational program and facilities;
- Existing and future infrastructure;
- Hydrologic and environmental conditions; and
- Additional community social and economic factors

### 4.2 Existing Conditions Report

KDI will develop an Existing Conditions Report that summarizes the findings from the data analysis task and identifies opportunities that will guide the master planning process. This report will include graphics and maps to effectively communicate high level understanding of current conditions of the Chollas Creek Watershed project area, guiding the design development of new park facilities, trails, and other green infrastructural needs. For each factor investigated, KDI will provide a brief summary with recommendations.

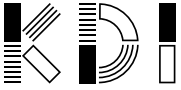
The format for this document will be a "Map Atlas" that provides the information in both written and graphic

formats, including maps, tables, graphs, diagrams, and photographs to clearly convey and support all analysis completed in the previous task.

### Task 4 Deliverables

- Existing Conditions Report and Map Atlas (draft and final)





## additional data analysis services

Sherwood holds expertise in GIS and climate change adaptation data analysis, and could bring these skillsets to creating a more nuance approach to the existing conditions work. These analyses would well set up the City of San Diego and the Chollas Creek prioritized projects to succeed within the uncertain context of our changing climate.

### GIS Land Analysis

Sherwood will perform additional GIS land analysis of the creek corridor to enhance planning and design. Potential layers to study may include:

- Slope Analysis
- Solar Aspect Analysis
- Viewshed Analysis
- Watershed Evaluation (land uses and surfaces within the respective watersheds)
- Utility Network Analysis (within Creek corridor—crossing creek)
- Soil analysis

### Additional Climate Adaptation Analysis and Parameter Modeling

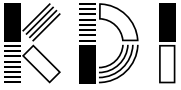
Site-specific 3-D modeling, simulation and analysis is essential to understand a project site and surrounding context in a holistic fashion. Our microclimate urban performance modeling method produces site-specific metrics using local meteorological data and 3-D modeled site conditions by simulating the complex interactions of waterway corridors, building structure, material properties, atmosphere, soil and vegetation processes. We can optimize proposed designs through iterative modeling and quantify microclimate implications to elevate the decision process and human experience.

We have the capacity to model specific plant species, accounting for physiology (canopy shape, leaf area density and root structure), photosynthetic activity (CO<sub>2</sub> and transpiration rates) and water availability in the soil. This capability is enhanced by its capacity to model different arrangements of vegetation on structure (e.g., green walls and roofs),

accounting for engineered systems that include plants, substrate layers, and mounting structures as it applies to green roofs and walls.

The efforts under this study may include:

- Additional sites beyond those listed in the base scope
- Additional parameters to incorporate as part of the modeling in the study area.



## task 5: chollas creek watershed master plan

Following community engagement and the Existing Conditions Report, KDI will complete two draft versions and one final version of the Chollas Creek Watershed Master Plan. We see this final plan as a deliverable that will visualize new regional park opportunities, integrate with ongoing City and stakeholder projects and efforts, and develop tangible and powerful next steps for implementation. We envision the final plan to serve not only as a collection of community needs and priorities, but also as an advocacy tool for people at all levels of governance to realize a holistic vision for Chollas Creek.

### 5.1 Design Development

Through careful synthesis of existing conditions, engagement findings, and best practices, the KDI team will create designs for both individual opportunity sites and systems across the watershed. Collectively, these projects will improve the ecological health of the corridor, ensure equitable access, and enhance the quality of user experiences. We will do this through systems-wide mapping and characterization of different conditions along the Creek; typological design renderings and intervention creation; and a select number of site-specific concepts based on community and stakeholder prioritization. The resulting set of designs will build to give a full vision of the ecological, social, and infrastructural future of Chollas Creek.

### 5.2 Implementation and Funding Strategies

The hallmark of a successful master plan is the creation of a feasible and practical implementation plan. KDI will work with a cost estimator to create order of magnitude opinions of probable costs for the identified projects, giving more detail and accuracy to projects listed as key or priority. As a complement to these estimates, KDI will also study current and identify new funding opportunities at the local, regional, state, and federal levels. These options will be matched to the identified projects as potential sources for implementation monies. Lastly, the KDI team will lead a one-day workshop with key City staff to create a strategic plan and timeframe for implementation, which will be included in the final master plan document.

### 5.3 Draft and Finalization of the Chollas Creek Watershed Master Plan

The Chollas Creek Watershed Master Plan will include, but is not limited to, the following:

- Acknowledgements
- Executive Summary
- Introduction
- Existing CCRWMP Facilities Overview
- Needs and Priorities Assessment
- Chollas Creek Facilities Element
- Open Space Lands And Resourced-Based Parks Element
- Trails and Multimodal Connectivity Element
- Implementation Plan

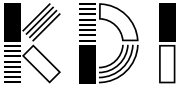
The KDI Team will analyze and integrate feedback received from City Staff and the public into each successive draft of the report. The KDI team will integrate city and public feedback through two rounds of edits before finalizing the document.

### 5.4 Plan Adoption

KDI will create a final presentation of the Chollas Creek Watershed Master Plan for use with the Community Planner Committee, Park and Recreation Board, Planning Commission, and City Council to recommend the plan be adopted by the City.

### Task 5 Deliverables

- First Draft CCRWMP
- Second Draft CCRWMP
- Final CCRWMP
- Final Presentation for Approval



## budget

### labor

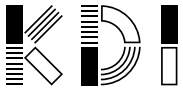
task	cost
1. project management and administration	\$11,000
2. public engagement	\$57,550
3. CCWP framework	\$6,700
4. existing conditions analysis, summary and recommendations	\$20,000
5. chollas creek watershed master plan	\$68,500
<b>total labor costs</b>	<b>\$163,750</b>

### direct cost

item	cost
travel	\$9,250
CBO stipends	\$18,000
mobile engagement beacon	\$4,000
food/refreshments	\$2,500
meeting/workshop supplies	\$2,500
<b>total direct costs</b>	<b>\$36,250</b>

**BUDGET TOTAL**

**\$200,000**



<b>additional engagement services</b>	
<b>project graphic identity</b>	<b>\$7,500</b>
<b>website and social media development</b>	<b>\$15,000</b>
<b>youth watershed ambassadors</b>	<b>\$30,000</b>
<b>neighborhood working groups</b>	<b>\$25,000</b>
<b>on-site pilot activations</b>	<b>\$45,000</b>
<b>permanent play street</b>	<b>\$110,000</b>

<b>additional data analysis services</b>	
<b>GIS land analysis</b>	<b>\$35,000</b>
<b>additional climate change adaptation analysis and parameter modeling</b>	<b>\$12,000</b>