

**AGREEMENT BETWEEN THE CITY OF SANTA ANA AND  
DAVID EVANS AND ASSOCIATES, INC. FOR LANDSCAPE ARCHITECTURAL  
DESIGN SERVICES FOR 10<sup>TH</sup> AND FLOWER PARK PROJECT**

THIS AGREEMENT is made and entered into this 2nd day of May 2023 by and between David Evans and Associates, Inc. (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

**RECITALS**

- A. On January 27, 2023, the City issued Request for Proposal No. 22-124, by which it sought a qualified consultant to provide design, development and contract documents for the proposed 10<sup>th</sup> and Flower Park project (Project No. 22-1342).
- B. Consultant submitted a responsive proposal that was selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in RFP No. 22-124.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

Consultant shall perform the services described in the Scope of Work that was included in RFP No. 22-124, attached hereto as **Exhibit A** and fully incorporated herein by this reference, and as further described in Consultant’s Proposal, attached hereto as **Exhibit B** and fully incorporated herein by this reference.

**2. COMPENSATION**

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services under this Agreement, the rates and charges identified in Consultant’s Fee Schedule, which is attached hereto as **Exhibit C** and fully incorporated herein by this reference. The total sum to be expended under the term of this Agreement, including any extension periods, shall not exceed Four Hundred Ten Thousand Dollars and Zero Cents (**\$410,000.00**). The \$410,000.00 sum is comprised of (1) the base amount of \$369,455.00 and (2) a contingency in the amount of \$40,545.00 for additional services at the City’s sole discretion.
- b. Payment by City shall be made within forty-five (45) days following receipt of

proper invoice evidencing work performed, subject to City accounting procedures.

- c. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on the date first written above and terminate on May 1, 2026, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for up to two (2), one-year periods upon a writing executed by the City Manager and City Attorney.

### **4. PREVAILING WAGES**

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed are part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **5. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **6. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared

or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

## 7. INSURANCE

Consultant shall procure and maintain for the duration of the Agreement 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 the Consultant, its agents, representatives, employees or subcontractors.

### a. Minimum Scope and Limit of Insurance

- (1) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & 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.
- (2) **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- (3) **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- (4) **Professional Liability (Errors and Omissions):** insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
- (5) **Broader Coverage:** if the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b. Other Insurance Provisions

- (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 the Consultant 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 the Consultant'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 2037 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Consultant'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 the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (3) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- (4) **Waiver of Subrogation:** Consultant hereby grants to City a waiver of any right to subrogation that any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant 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.
- (5) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Consultant 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.
- (6) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- (7) **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
- iii. 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, the Consultant must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of work.

(8) **Verification of Coverage:** Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(9) **Subcontractors:** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

(10) **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.

## 8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant or its subconsultants, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising

from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

## **9. INTELLECTUAL PROPERTY INDEMNIFICATION**

Consultant shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

## **10. RECORDS**

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## **11. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without

reference to information disclosed by the City.

## **12. CONFLICT OF INTEREST CLAUSE**

Consultant covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **13. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988

Executive Director  
Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21)  
P.O. Box 1988  
Santa Ana, CA 92702

To Consultant: David Evans & Associates, Inc.  
17542 E. 17<sup>th</sup> Street, Suite 150  
Tustin, CA 92780  
Attn: Kim S. Rhodes, Vice President, Principal in Charge

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

## **14. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Consultant regarding the subject matter herein, and supersedes any and all other agreements, oral

or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

## **15. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

## **16. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **17. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

## **18. NON-DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic

information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## **19. JURISDICTION-VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **20. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## **21. FUNDING-RELATED PROVISIONS**

Funds from the Coronavirus State Fiscal Recovery Fund and/or the Coronavirus Local Fiscal Recovery Fund, together known as the Coronavirus State and Local Fiscal Recovery Funds (“CSLFRF”) program, will be used to fund all or a portion of this Agreement. As applicable, Consultant shall comply with all federal requirements including, but not limited to, the following, all of which are expressly incorporated herein by reference:

- a. Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021 (the “Act”);
- b. U.S. Department of the Treasury (“Treasury”) Final Rule for the Act, available at <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>;
- c. Treasury Compliance and Reporting Guidance for the Act, available at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>;
- d. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the U.S. Department of the Treasury may determine are inapplicable to the CSLFRF program and subject to such exceptions as may be otherwise provided by the U.S. Department of the Treasury;
- e. Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions;

and;

f. Federal contract provisions attached hereto as **Exhibit D** and fully incorporated herein by this reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

**22. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
Jennifer L. Hall  
City Clerk

\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM**  
SONIA R. CARVALHO  
City Attorney

**CONSULTANT**

By:   
Jonathan T. Martinez  
Assistant City Attorney

  
Kim S. Rhodes  
Vice President, Principal in Charge

**RECOMMENDED FOR APPROVAL**

\_\_\_\_\_  
Nabil Saba, P.E.  
Executive Director  
Public Works Agency

  
Robert Vasquez  
SA. Associate

# EXHIBIT A

**Appendix  
ATTACHMENT 1  
SCOPE OF WORK**

**CITY OF SANTA ANA  
REQUEST FOR PROPOSALS  
FOR  
LANDSCAPE ARCHITECTURAL DESIGN SERVICES  
FOR  
A NEW PARK AT 10<sup>TH</sup> & FLOWER STREETS  
RFP NO. 22-124**

**INTRODUCTION/PROJECT BACKGROUND**

The proposed new park at 10<sup>th</sup> and Flower Streets will be a new 0.65 acre neighborhood park located at the southeast corner of 10<sup>th</sup> Street and Flower Street, just north of Civic Center Blvd. The intent of this park is to provide the local community with access to open space, exercise and recreation facilities. Based on input from the local community, the project will include, but is not limited to, the following project components:

- Park concept plan
- Playground Area, with rubberized play surface
- Exercise Area
- Canvas shade structures
- Turf play area
- Site lighting (new electrical service)
- Water wise landscaping, with shade trees
- Automated irrigation system (new water service)
- Site Furnishings (benches, bike racks, trash receptacles, drinking fountain, picnic tables)
- Park monument sign
- Feasibility study to incorporate Garnsey Avenue ROW into project
- Perimeter ROW improvements
- WQMP, as applicable

The site is currently comprised of six separate parcels (APN's 005-142-34, 005-142-35, 005-142-47, 005-142-48, 005-142-49, 005-142-58). The six lots are currently identified as Low Density Residential (LR-7) land use and zoned Professional (P). They are all currently vacant dirt areas. The Assessor's Parcel Map and Photos of the existing site condition can be found in the Appendix of the RFP as Attachment 4.

## **CONSULTANT SERVICES**

Consultant shall be responsible for the preparation and submittal of the PS&E package through completion with the approval from City to release for construction. This shall include, but not limited to, survey, civil engineering, landscape, hardscape and irrigation design and electrical engineering. Any additional tasks deemed necessary by the Consultant shall be clearly identified in the proposal.

- A. PROJECT COORDINATION.** The consultant shall be fully responsible for overall management and coordination of the project, which may include but is not limited to, project development team meetings, liaison with affected agencies, community outreach and utility companies. In addition, Consultant shall also prepare progress reports, schedule, secure permits for all field studies and any other required permits from other agencies.
- B. RECORDS RESEARCH.** The consultant shall research all information pertinent to the project including, but not limited to, existing field condition, as-built plans and record drawings, right-of-way data and all future improvement plans adjacent to or affecting the project site. The selected consultant shall identify all existing and proposed facilities within the projects limits and note any potential conflicts.
- C. PRELIMINARY DESIGN.** The consultant shall organize a kick-off meeting with City staff to discuss the conceptual design plan, project goals and objectives, potential elements and issues, project schedule, review of existing information, and conduction of a site investigation. City staff shall be provided with final rendered conceptual site plan of the proposed park, final 3-D rendered conceptual exhibits, and a final schedule prior to the consultant beginning work on the PS&E package.
- D. SURVEY.** On-the-ground field topographical survey work is required for the Consultant (and/or the Consultant's Subconsultant) to identify existing horizontal and vertical features that are needed for the project. It is the Consultant's responsibility to provide only the survey necessary for the design of the project components identified within this RFP. Consultant shall identify in the proposal a detail list of features the survey would include. Design level survey and base mapping of the project site shall be prepared in US Customary English units by a California licensed Land Surveyor in accordance with the City guidelines and in Microstation CONNECT Computer Aided design and Drafting (CADD) format. The horizontal datum shall be NAD 83 and the vertical datum shall be NAVD 88.
- E. WATER QUALITY.** The Consultant shall coordinate with the City for the Low Impact Development (LID) requirements of the project and prepare a Water Quality Management Plan (WQMP) if deemed required. Consultant shall provide BMPs with appropriate size based on treatment and peak flow rates, freight to job site and one year of maintenance to include units and cost in the engineer's cost estimate.

The selection of Best Management Practices (BMPs) will always be subject to site specific conditions and the Consultant will be required to perform the research into the site specific conditions (e.g. prior contamination, depth to groundwater, soil conditions, interfering utilities, etc.) that could preclude infiltration. The Consultant shall also perform the required soils and/or infiltration testing per the Technical Guidance Documents, as necessary to design the infiltration system assuming it is the selected LID approach.

Please find information and links to relevant documents and regulations at the following site: <http://ocwatersheds.com/documents/wqmp>.

**F. PUBLIC OUTREACH.** The Consultant shall be available for a minimum of 2 public outreach meetings to present the project to the community. The Consultant will be responsible for organizing, promoting and facilitating these meetings and will provide all presentation material, graphics, rendering (up to 2) rendering and any other printed materials. The meeting will serve to discuss key project aspects, benefits to the community, and consequences of the project, gain input from local residents on design or aesthetic features of the project. The City will assist in providing available meeting spaces by coordinating with City facilities.

**G. UTILITY COORDINATION.** The Consultant shall be responsible for all utility coordination efforts, including but not limited to; coordination with Edison for any electrical service connections, and water service connections for irrigation and water fountains.

**H. CIVIL ENGINEERING PLANS.** The consultant shall be responsible for the preparation of any civil engineering plans required for this project including, but not limited to, the following; Horizontal and Vertical Control plan, On-site Grading and Drainage plan, Site Utility Plan, and plans to include concrete alley improvements and minor off-site repair work along new park right-of-way.

**I. LANDSCAPE AND IRRIGATION PLANS.** The consultant shall be responsible for the preparation of any landscape architectural plans required for this project including, but not limited to, the following; Site Layout/Construction Plans and Details including all architectural feature components identified in the introduction portion of this RFP, Site Sections (as applicable), and Planting and Irrigation (plans, Details, Notes, Calculations).

**J. ELECTRICAL PLANS.** The consultant shall be responsible for the preparation of any electrical plans required for this project including, but not limited to, the following; Electrical Site Plan to include walkway lighting, shade structure lighting, basketball court lighting, parking area lighting, irrigation, Location of panels, switchgear, meters, Schedules, Details, Photometric Analysis, and Notes.

**K. PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)**

1. Development of Plans, Specifications and Estimate (PS&E):

- a) All reports, plans, specifications and quantity calculations shall conform to criteria, policies, procedures and standards of the City. The Consultant shall use the boilerplate for cut sheets, specifications and estimates provided by the City.
- b) The plan development shall include four (4) milestone deliverables—30%, 60%, 90% (pre-final) and 100% (final). All plan sheets shall be prepared at a reasonable standard scale to be noted on plans. The necessary plans for each PS&E package shall include, but are not be limited to:

- Title Sheet
- Civil Engineering
  - Erosion Control Plan
  - Horizontal and Vertical Control Plan
  - Parking lot and alley
  - Grading (including precise) and On-Site Drainage plan
  - Site Utility Plan (for drinking fountain)
  - Basketball Court
  - Skate Board Court
  - Canvas Shade Structure
  - Pedestrian Bridge
  - Playground
  - Decomposed Granite/Decorative Concrete Walkways
- Landscape and Irrigation
  - Site Layout/Construction Plans and Details
  - Site Sections, as applicable
  - Planting Plans/Details/Notes
  - Irrigation Plans/Details/Calculations/Notes
  - Monument Detail
- Electrical
  - Electrical Site Plan to cover walkway , shade canopy, turf, monument signs, basketball court, and parking lot
  - Location of panels, switchgear, meters
  - Single Line Diagram
  - Schedules
  - Details
  - Photometrics
  - General Notes

- c) All calculations for the design and quantities shall be submitted as part of the PS&E submittal requirements. Quantities for all contract pay items shall be substantiated by calculations. Quantity calculations shall be neat and orderly and shall show all sketches, diagrams, and dimensions necessary to allow them to be independently used by field inspectors during construction. All quantity calculations shall be independently checked

and substantiated with independent calculations.

- d) Electronic files for all CADD (in Microstation CONNECT), reports, and calculations shall be submitted at the end of contract or when requested by the City.
- e) All electronic software developed, databases generated, spreadsheets and intellectual properties developed during the life of the Agreement shall become the properties of the City.

2. Deliverable PS&E package:

a) 30% PS&E

The package shall include the final/approved concept layout and preliminary park improvement plan, which includes hardscape, landscaping and irrigation, lighting, cost estimate, and alley and parking lot improvements.

b) 60%, 90%, and 100%

- 1) The Consultant shall submit the following documents for review and approval:

Each milestone submittal shall include the electronic files of the following documents: Plans, Standard Special Provisions (SSP), preliminary quantities and estimates, pay item list, design calculations and all reports supporting the design (i.e. geotechnical report, hydraulic report).

- 2) The City reviews and comments on the PS&E package within four (4) weeks of receipt of the complete milestone PS&E package.
- 3) Constructability review meeting shall take place at 90% and shall include Consultant and City engineering staff. Prior to the City conducting the constructability review, the Consultant shall submit the QA/QC set of PS&E performed by the Consultant independently.
- 4) The City may request a set of QA/QC plans and estimates at any point during the design process to include methods for design and calculations.
- 5) The Consultant shall provide a final colored rendering of the project reflecting all items identified within the final construction documents.

c) Final PS&E for Approval and Bidding

The Consultant shall submit all electronic files (CADD, Word document, and Excel) and one set of PDF for the following documents for construction Bid purpose:

Signed final design plans  
Signed final specifications  
Signed QA/QC Checklist  
Final cost estimate and final quantity calculations  
Final design calculations

3. Construction Bidding Phase:

Bidding procedures will be the responsibility of the City. While the PS&E construction package is advertising for bids, all questions concerning the intent shall be referred to the City for resolution. In the event that any item requiring interpretation in the drawings or specifications is discovered during the bidding period, said items shall be analyzed by the Consultant for decision by the City.

4. Construction Support Phase:

- a) This task shall be included as optional in the fee proposal
- b) Consultant shall furnish, at the consultant's sole cost and expense, all necessary revised documents and drawings due to errors and omissions of the Consultant.
- c) Consultant shall review and approve all submittals and shop plan drawings required to support the construction contract. Consultant shall complete shop drawings reviews within two (2) weeks of receipt. Contract Change Order reviews shall be completed within two (2) working days of receipt.
- d) Consultant shall be available as requested by the City to resolve discrepancies in the contract documents. Consultant shall bring to the attention of the City any defects or deficiencies in the work by the construction contractor which the Consultant may observe. Consultant shall have no authority to issue instruction on behalf of the City, or to deputize another to do so.
- e) The Consultant shall prepare and deliver to the City the final as-built plans incorporating field marked prints supplied by the City. Upon completion of construction, the City will submit field-marked prints to Consultant. Consultant shall incorporate all changes to the plans electronically with all necessary revision notations and submit to the City.

**GENERAL REQUIREMENTS**

1. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs, specifications and estimates prepared and shall check all such materials accordingly. The plans will be reviewed by the City for conformity with the requirements of the Agreement. Reviews by the city do NOT include detailed review or checking of design or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of Consultant.

2. Consultant or its sub consultants shall not incorporate in the design any materials or equipment of single or sole source origin without written approval of the City.
3. The plans, specifications, estimates, calculations, and other documents furnished under the Agreement shall be of a quality acceptable to the City and State. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, dated, and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that of similar types produced by the City Boiler Plate. The Consultant shall modify its work as necessary to meet the level of acceptability defined by the criteria above.
4. Specification language must be incorporated in the contract document according to its technical section and shall not be placed on the plans.
5. The Consultant shall have a quality control plan in effect during the entire time work is being performed under the Agreement. The Quality control plan shall establish a process whereby plans are independently checked, corrected and back checked, and all job related correspondence and memoranda dated and received by affected persons and then bound in appropriate job files. Plan check shall also be provided by the City of Santa Ana's Engineering Division, Building and Safety Department, Planning Division and the Parks and Recreation Department. Reviews by the City respective Divisions shall be coordinated by the City.
6. **Manuals/Standards**

Where applicable, engineering design of all PROJECT improvements shall be compatible and in accordance with the latest editions of following publications:

- a. City of Santa Ana Standard Plans
- b. California Building Code (CBC)
- c. Standard Special Provisions for Public Works Construction

It will be the responsibility of the Consultant to verify that it has received the latest version or update of these documents.

7. Street improvement plans shall adhere to City of Santa Ana Standard Plans and the Standard Special Provisions for Public Works Construction. Plans shall be computer drafted in Microstation CONNECT format and shall adhere to the current City of Santa Ana Public Works Agency Interagency CAD standards.
8. The Consultant's work will be subject to inspections by representatives of the City.
9. **Project Progress**
  - a. Meetings - Progress Review Meetings shall be held as deemed appropriate by the City.
  - b. Progress Reporting - Progress Reports shall be submitted at monthly intervals, indicating progress achieved during the reporting period in relation to the progress scheduled.

- c. Project Schedule - The Consultant shall prepare the project schedule in Microsoft Project format. The project schedule should break the tasks and subtasks. Any major change to the project schedule must be approved by the City.

10. The responsible-charge of the project shall be a licensed professional landscape architect or professional civil engineer and shall sign and stamp title sheet and contract document. Landscape architectural, Civil, and electrical plans shall be signed by California licensed professionals according to their discipline.

### **PAYMENT AND INVOICING:**

Selected Consultant shall invoice the City based on time and material according to the City's standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement. City shall retain ten percent (10%) of the invoice amount from each payment until the completed Project has been accepted by the City.

Each invoice must include a Consultant Progress Report that contains tasks and activities completed and summary of work in the next month period. Certificate of insurance must be current in order for invoices to be processed.

### **CITY RESPONSIBILITIES:**

The City will provide information in its possession relevant to the preparation of the required information in the RFP. The City will provide only the staff assistance and the documentation specifically in referred to herein.

- City staff will be responsible for the General Plan Amendment from Low Density Residential (LR-7) to Open Space (O), an Amendment Application to change the zoning district from Multi-Family Residence (R3) to Open Space Land (O) and the lot merger process.
- Furnish scope of work and provide general direction as needed for the assigned project.
- All plan check coordination within the City
- Advertise, award, and administer of construction contract
- Electronic files (sample plans & specifications, City of Santa Ana's CADD Standards)
- Electronic files for title sheets and sheet borders
- Facilitate meeting space and coordination and City facilities

### **CONSULTANT RESPONSIBILITIES:**

- Provide all required insurance as outlined in Attachment 2 of this RFP.
- Submit renewal of Certificate of Insurance 30 days before expiring.
- Ensure Certificate of Insurance is current when submitting invoices.

# EXHIBIT B

Proposal to provide

# Landscape Architectural Services for 10th and Flower Park RFP No. 22-124



Submitted by  
**Heath Habig, PLA #5028**  
Project Manager  
**David Evans and Associates, Inc.**  
17782 17th Street, Suite 200  
Tustin, CA 92780

Submitted to  
**Suzi Furjanic**  
City of Santa Ana  
20 Civic Center Plaza, M-36  
Santa Ana, CA 92701



February 28, 2023

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DAVID EVANS  
AND ASSOCIATES INC.

February 28, 2023

Ms. Suzi Furjanic  
City of Santa Ana  
Public Works Agency; M-36  
20 Civic Center Plaza; Ross Annex  
Santa Ana, CA 92701

**RE: PROPOSAL TO PROVIDE LANDSCAPE ARCHITECTURAL DESIGN SERVICES FOR  
10th AND FLOWER PARK, RFP NO. 22-124**

Dear Suzi:

On behalf of David Evans and Associates, Inc. (DEA), we are pleased to provide this proposal for the design of 10th and Flower Park. Our team has had the pleasure of working with the City of Santa Ana (City) on the design and implementation of the award-winning Memory Lane Park and Mariposa Park, in addition to working with Public Works on the design of Standard and McFadden Park which will soon come to fruition. The benefits of working with us include the following.

- **Extensive Understanding of the City and Knowledge of the Proposed Project:** DEA has designed similar park projects with the City, and we understand the importance of your potential funding and the project schedule. DEA is pleased to express our sincere interest once again in continuing to collaborate with your team. We have in-house expertise and creativity from our landscape architects, civil engineers, park planners, surveyors, hydrology specialists, irrigation designers and construction team members. We understand the City's desire to design and build a new park through community engagement. Our expertise with public outreach, including availability of bilingual team members, will support your staff as needed during design and construction.
- **Technical, Creative and Efficient Team:** Coupled with our extensive portfolio of park projects throughout Southern California, we are an ideal match to team with the City for the development of 10th and Flower Park. We have provided a comprehensive scope of services based on information provided in the City's Request for Proposal. We understand the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) program has provided initial funding.
- **Team Continuity:** We have come together with our same teaming partners including Design West for electrical engineering, Converse Consulting for geotechnical engineering, and Spohn Ranch in the event a skate park is desired. We have provided a comprehensive schedule to indicate how best to accomplish your scheduling needs.

We thank you again for your consideration of our qualifications and look forward to the next step in the selection process. I am a principal of DEA and the main point of contact with legal authority to commit the firm under this contract. Please feel free to contact me at (909) 481-5750 or [ksr@deainc.com](mailto:ksr@deainc.com) if you have any questions or need additional information.

Sincerely,

**DAVID EVANS AND ASSOCIATES, INC.**

Kim S. Rhodes, PLA 3867  
Vice President, Principal in Charge

## B. Contract Agreement Statement

We concur with the contract language; however, if possible, David Evans and Associates, Inc. (DEA) respectfully requests the same language as that which was agreed upon in our Standard and McFadden Park contract, given all parties previously agreed to said language.

## C. Firm and Team Experience

DEA has been providing landscape architectural services to the public and private sector for 45 years. Founded in 1976 on the philosophy of hiring outstanding professionals and giving them the freedom and support to do what they do best, the landscape architecture team at DEA has become well established in Southern California.

DEA has more than 1,000 employee owners and maintains offices in California, Colorado, Idaho, Mississippi, Nevada, New York, Oregon, South Carolina, Texas, Utah, and Washington. We are consistently ranked among Engineering News Record's Top 100 Pure Design firms in the U.S. and among the leaders in many of our local markets.

### DEA Services

DEA has the demonstrated capacity to perform the required services as described in the request for proposal, to provide landscape architectural services for the 10th and Flower Park project. We have organized an experienced group of individuals to assist the City to provide a creative, responsive, technically competent, and efficient team. **We are currently providing similar services to the City of Santa Ana (City) on the Standard and McFadden Park project.**

DEA will utilize staff from both our Ontario and our local Orange County office for this contract, located at 17542 E. 17th Street, Suite 150, Tustin, CA 92780. Our Tustin office is within close proximity to the City of Santa Ana. Our team of technical and professional landscape architectural staff are supplemented by experts from across the west to provide the services needed.



*DEA's project manager and landscape architecture team have experience delivering award-winning parks for the City of Santa Ana*

Landscape architecture is an integral part of DEA's interdisciplinary approach. Our experience includes landscape design services for park and recreation areas, playgrounds, sports fields, trails, streetscape and highways, residential, and commercial site planning. We have worked seamlessly with numerous southern California municipalities providing design services, and have found that an essential element of our recreation, civic and community facility project success is client collaboration. Our best projects have been programmed, planned and designed with extensive input from our clients and their community. When clients are engaged in the process, they know that their interests and their stakeholders' needs are being addressed. Below are images of our ongoing collaboration on award-winning park design and implementation



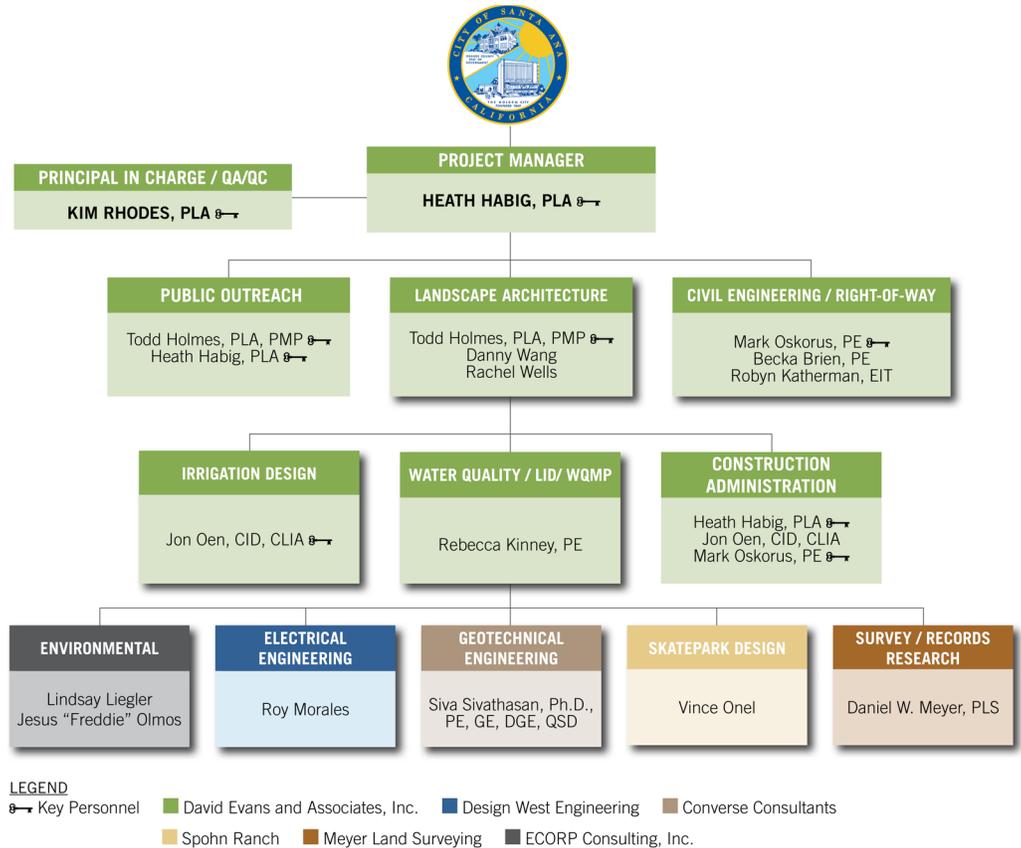
*Memory Lane Park*



*Mariposa Park*

## Organizational Chart

Given our prior success with park design with the City, our team includes Heath Habig, PLA as project manager and Kim Rhodes, PLA as principal in charge/quality manager. Assisting them will be a team of landscape architects, park planners, designers, irrigation specialists, civil engineers, and hydrologists from DEA. We have also included subconsultants to provide geotechnical services, surveying, electrical/lighting design, and skate park design if needed.



## Key Staff



**Heath Habig | Project Manager:** Heath is a senior landscape architect with 26 years of landscape architectural design experience at all phases of the project delivery process including schematic design, design development, construction documentation and construction support. Heath has worked on a wide variety of projects during his career and continues to pull from this experience on city parks, trails, streetscapes, single family housing developments, senior living facilities and commercial sites. **He is an experienced project manager and is currently working on the design efforts on Standard and McFadden Park for the City. Availability: 40%**



**Kim Rhodes | Principal-in-Charge:** Kim is a California registered, award-winning landscape architect, client manager, and vice president with DEA. For the past 37 years, she has been responsible for landscape architectural design and management on numerous projects, including design and planning for parks, trails, streetscapes / roadways, sports facilities, transportation corridors, structure aesthetics, schools and universities, commercial, residential, and industrial developments. She worked with City staff on both the Memory Lane and Mariposa Park projects, and was instrumental in preparing award-winning submittals for Memory Lane Park. **She currently assists with QA/QC on Standard and McFadden Park for the City. Availability: 20%**



**Todd Holmes | Public Outreach:** Todd is a California licensed landscape architect with extensive experience in the public sector throughout Southern California. For the past 34 years, he has been responsible for the design and management of a wide variety of projects including neighborhood and community parks, trails, campgrounds, streetscapes, restroom facilities and recreation centers. **Todd was also involved in the public outreach efforts on Standard and McFadden Park for the City. Availability: 25%**



**Jon Oen | Irrigation Design:** Jon is a certified commercial irrigation designer, certified landscape irrigation auditor, and a partner with the U.S. Environmental Protection Agency's (EPA's) WaterSense program. For 24 years, he has worked on a wide variety of irrigation projects including parks, streetscapes, interchanges, hotels, resorts, residential, and commercial developments. Jon provides construction observation including submittal review and site visits (main line testing) specifically focused on irrigation systems and controls. He is well versed in the regulatory guidelines associated with AB1881 (Model Water Efficient Landscape Ordinance). **Availability: 35%**



**Mark Oskorus | Civil Engineering Task Lead:** Mark has 26 years of experience in the civil engineering profession with hands-on design engineering experience on public works, education, commercial, and residential development projects. Mark has an extensive background in all aspects of computer technology as it relates to the civil engineering profession including grading, street, storm drain, sanitary sewer systems, and water LID design; in addition to coordination with utility companies for relocation and installation of new wet and dry utilities. **Mark and his team have been instrumental on the engineering tasks associated with Standard and McFadden Park in the City. Availability: 40%**

## Subconsultants

To assist in supplementing our team, DEA will use the services of the subconsultants below to provide geotechnical, electrical, surveying, environmental, and skate park design services.

**CONVERSE CONSULTANTS | Geotechnical Engineering:** Converse is an employee-owned corporation providing geotechnical engineering and geological services. Their professional and technical staff includes in-house geotechnical engineers, engineering geologists, environmental scientists, deputy inspectors, laboratory and field technicians, drafting/CAD specialists, and other specialized support personnel. **Converse is currently working with DEA on the Standard and McFadden Park in the City.**

**DESIGN WEST ENGINEERING | Electrical Engineering:** Design West Engineering is a full-service electrical engineering consulting firm founded on the philosophies of second-to-none service, environmental sensibility, and commitment to forward-thinking innovation. They currently maintain approximately 45 employees offering a diversified range of practical experience in municipal, educational, green-building, transportation, medical, commercial, and residential building sectors. **Design West is currently providing electrical engineering services as a subconsultant to DEA on the Standard and McFadden Park for the City.**

**SPOHN RANCH | Skatepark Consultant:** Spohn Ranch began as a community, anchored by Aaron Spohn's backyard half-pipe, and grew into an award-winning skatepark design-build firm. Via three decades of municipal skatepark projects, Spohn Ranch has mastered a broad range of techniques specific to creating the highest-quality wheel-focused terrain possible. With a firsthand passion for skateboarding and wheel sports, the Spohn Ranch family of highly-skilled craftsmen, including landscape designers, iron workers, grading wizards and ACI-certified shotcrete nozzlemen, pride themselves on designing and building skateparks with the relentless dedication to detail and architectural finesse. **Spohn Ranch is currently designing the skatepark elements on the Standard and McFadden Park for the City.**

**ECORP CONSULTING, INC. (ECORP) | Environmental:** Established in 1987, ECORP is a California "S" Corporation that specializes in assisting government agencies and private clients with a wide range of environmental services. ECORP is a financially sound firm with an office in the City of Santa Ana. ECORP's parks experience includes as-needed environmental services contracts with California Department of Parks and Recreation and Los Angeles County Department of Parks and Recreation as well as individual parks projects for numerous cities throughout southern California.

**MEYER LAND SURVEYING | Surveying:** Meyer Land Surveying was established in 2015 by Daniel and Charity Meyer to provide Southern California with professional land surveying services. They are an established firm with staff bringing well over 60 years of combined experience. They are SBE certified and Local 12 IUOE members.

## D. Project Understanding

### Approach and Understanding



#### THE VALUE OF DAVID EVANS AND ASSOCIATES, INC. (DEA)

Having had the opportunity to partner with the City of Santa Ana (City) on the design and implementation of three similar parks (Memory Lane, Mariposa Park and Standard and McFadden Park), DEA has a significant understanding of the process by which the City has successfully achieved much needed recreational opportunities for the community! All of the parks began with a strong conceptual design developed by the City and further refined through the public outreach process. For the 10th and Flower Park, it will be a collaboration between DEA and the City to develop the conceptual park plan with input from the public. The park is located in an underserved neighborhood with expected enthusiastic involvement from the community and funding from sources requiring strict adherence to project schedules and design programs given grant funding guidelines.

10th and Flower Park will require very similar processes for design and construction and will include design amenities that can be found in the aforementioned list of parks. These park projects were a successful collaboration between the City and DEA. Our interest continues to be a part of the City's goal of providing the local community with access to wellness and recreational facilities.

The City of Santa Ana continues to make great strides in providing parks for the community. 10th and Flower Park will be connected with nearby public transportation and in close proximity to the public library and schools, thus we can expect a busy and vibrant active park with amenities for all. The juxtaposition of the selected park improvements will be important to ensure that we consider safety, visibility, adjacencies, noise, circulation and access.



#### FUNDING

Based on the information noted in the RFP, the City has secured funding from the Coronavirus State and Local Fiscal Recovery Funds program. The 1.27-acre project site is located at the southeast corner of the W. 10th Street and N. Flower Street intersection and is currently composed of nine separate parcels in addition to Garnsey Street identified as low-density residential land use and zoned Professional. The proposed park design will look to incorporate North Garnsey Street and three residential parcels.



#### PUBLIC INPUT

We understand that the City would like to hold at least two public outreach meetings during the development of the conceptual plan. The DEA team will provide presentation materials including graphics and renderings such that we can discuss key aspects of the park design by gaining input from local residents on desired park features. The anticipated park elements may include:

- Hardscape / walkways
- Playground equipment with rubberized play surface
- Decorative pedestrian bridge and decomposed granite walkways (per RFP page A1-4)
- Canvas shade structures
- Basketball court (per RFP page A1-4)
- Exercise area
- Turf play area
- Skateboard court (per RFP page A1-4)
- Perimeter fencing if applicable
- California friendly / Waterwise landscaping with shade trees
- Automatic irrigation system (new water service)
- Site amenities (park monument sign, benches, picnic tables, trash receptacles, bike racks and a drinking fountain)



***DEA's success on previous City park projects, demonstrates our team's consistent process and collaboration in delivering quality projects.***

- Drainage (utilizing low impact development concepts) / WQMP as applicable
- Perimeter right-of-way improvements
- Site lighting with electrical service
- Feasibility Study to incorporate Garnsey Ave. Right-of-way into the project

## EFFECTIVE PROCESS

DEA anticipates working closely with the City to schedule / facilitate community meetings upon award of the contract in order to obtain consensus of the desired park amenities and to determine budgets based on grant pursuits and available funding. Our team has extensive experience with community outreach and workshop facilitation. **We will also provide a bilingual design team member at each meeting.** We have worked with a number of agencies to assist in expediting construction schedules by utilizing various programs available to cities whereas a reduction in cost is achieved in addition to a savings in the schedule.

## SCHEDULE

DEA has prepared a comprehensive schedule that requires full cooperation by our design team members as well as the City and outside agencies to ensure the work is completed in accordance with the City goals as well as the criteria necessary in compliance with potential grant funding. This schedule will be updated at each progress meeting, making adjustments as needed and determining if there are any matters that could cause potential issues, and if so, to determine how to mitigate these concerns. Although still cognizant of safety and wellness protocol, we are flexible with our methods of community outreach and consensus. We also recognize that material and construction costs are still challenging and hence we will address those matters throughout our work effort when developing costs.

Our scope and fee addresses each of the elements denoted in the RFP in addition to the tasks necessary to prepare a comprehensive set of construction documents. Given our extensive experience with award-winning park projects, we look forward to sharing our ideas with you!

## Scope of Work

### A. Project Coordination

The DEA team will attend progress meetings (web based) once to twice a month with staff throughout the duration of the project in addition to the start-up meeting. Fees are based on an average meeting time of one hour. If additional meetings are required beyond the allocated hours, DEA will provide a scope and fee to supplement this task if needed. This task also includes coordination with affected agencies and utility companies.

Community outreach efforts are included in Item F. below. Given the proximity of our office to the City, we anticipate being available for in-person meetings.

**Deliverables:** Attendance at project meetings during the conceptual design efforts, design development / construction document phase of work as noted and as allocated in the fee schedule.



### B. Records Research

The DEA team will research as-built plans, record drawings, right-of-way data, and future improvement plans that might affect the project site. Existing and proposed facilities will be noted to avoid potential conflicts. This task will work in tandem with Item G below.

**Deliverables:** Obtaining existing plans as noted above.

### C. Preliminary Design

#### C.1 - Conceptual Plan (30%)

Following a project kick off meeting (including a site visit with staff), the project team will discuss the conceptual design, goals and objectives, potential issues, and overall project schedule. DEA will prepare up to two rendered conceptual plans (no colore) based on input from the community outreach meetings. This task also

includes the preparation of one revised plan and rendered conceptual exhibit which incorporates community input. The final color conceptual plan will be a refinement of the City-approved plan. A construction cost estimate and final schedule will be provided and approved by the City prior to commencing work on the PS&E package.

**Deliverables:** *Two conceptual plans, one revised / color plan, construction cost estimate, and final schedule.*

### **C.2 - Preliminary Hydrology and Hydraulics Analysis**

DEA will prepare a preliminary drainage study for the project site. A rational method analysis of the site will be performed addressing the pre-and post-construction 10- and 50-year storm events. The rational analysis will determine the pre-and post-construction surface flow and serve as the basis for sizing of on-site drainage facilities to retain the difference in the pre-and post-construction conditions. This analysis, along with the percolation test data provided by the project geotechnical engineer will be used to size the project infiltration system.

**Deliverables:** *Up to two conceptual design plans and one refinement of the selected park design including exhibits as denoted above. This task also includes the hydrology and hydraulic analysis report.*

### **D. Survey (Topographic)**

Meyer Land Surveying will perform a field topographic survey and prepare electronic AutoCAD Civil 3D file deliverable for the design team. No hard copy deliverable is included. This portion of the agreement provides for the following:

- Horizontal and Vertical control will be established to support the project.
- Horizontal datum will be based on an assumed coordinate system.
- Vertical datum will be based on Orange County Benchmark nearest to the project (BM# SA-320-89). If required to go farther to locate an existing benchmark, this will be considered an additional service.
- Cross sections will be located at 25 foot intervals on Flower Street from centerline to east back of walk, on 10th Street from south lip of gutter to south back of walk, and on Garnsey Street from back of walk to back of walk. The southerly limits of the survey will be the southerly property line and its easterly and westerly prolongations. On-site topography will be obtained using a 25'x25' grid. Topographic survey to also include above-ground utility structures, driveways, signs, trees, and other permanent improvements within the project limits. No overhead items or pavement striping are included.
- Survey dips of up to a total of 3 sewer manholes and 1 parkway drain within the project limits, and if accessible during the field survey. Subsequent trips due to locked or otherwise inaccessible manholes will be considered an additional service.
- Manholes will be dipped if and only if deemed safe at the time of the field survey by the field survey crew. If deemed unsafe by the field survey crew then locating dip information on these manholes will be considered out of scope and traffic control will be required to be provided by the client.

**Deliverables:** *20' scale Topographic Survey as noted above, ASCII list of survey data, parcel base map in MicroStation Connect format.*

### **E. Water Quality**

DEA will prepare a Water Quality Management Plan (WQMP) report to include treatment flow rate calculations and descriptions of BMPs and treatment systems in order to provide compliance with water treatment requirements. DEA will also coordinate with the City for the LID requirements and provide BMP's with appropriate size based on treatment and peak flow rates. The team will also perform research into site specific conditions such as prior contamination, depth to groundwater, soil conditions, or utility conflicts, that could preclude infiltration. Soil and infiltration testing will be performed in accordance with the Technical Guidance Documents and in cooperation with the OC Watersheds link provided. Both function and form are important aspects of the design and therefore while we consider the site aesthetics, we will also focus on sustainable issues such as groundwater recharge.

**Deliverables:** *WQMP as noted above.*

## F. Public Outreach

DEA will be available for a minimum of two public outreach meetings to gain input from residents on the design and aesthetic features desired within the park site (our scope of services currently includes two meetings; whereas additional public meetings could be subject to additional fees). DEA will organize, help promote (mailing list based on City input) and facilitate these meetings in addition to providing the presentation material (graphics and renderings). The goal of these meetings includes discussing key project aspects, benefits and consequences. **DEA will have a bilingual design team member available for each team meeting.**



**Deliverables:** Attendance at two public outreach meetings including assistance with promoting said meetings.

## G. Utility Coordination

DEA will perform utility research and coordination in preparation of the site utility plan. This research will include searching for available record utility data within or adjacent to the project limits. DEA will gather available information from the utility purveyors regarding their facilities in the project area. Underground utilities will be mapped by record public information only; subsurface utilities that are not identified on existing record maps will not be shown. The record utility information will be used to determine points of connection for electrical (Edison), irrigation and domestic water in the preparation of a site utility plan.

**Deliverables:** Data collection, utility research and coordination, preparation of a site utility plan to provide power / electrical, irrigation and domestic water to the project site.

## H. Environmental (TBD)

*We have assumed that the City will provide the Phase I ESA separately.*

The project would be subject to the California Environmental Quality Act (CEQA). Based on our experience with parks projects and the resources in the City of Santa Ana, we have assumed that the appropriate environmental document would be an Initial Study/Mitigated Negative Declaration (IS/MND) with supporting technical studies. ECORP's scope of work, cost, and schedule for these services are provided below.

ECORP will prepare the CEQA IS/MND and supporting technical studies for biological resources and cultural resources. Models for air quality/greenhouse gas, noise, and energy will be conducted and the results will be included within the IS/MND with supporting modeling data appended to the IS/MND. ECORP has assumed that the analysis in the technical studies and models will not identify any unavoidable significant impacts, and that an IS/MND will be the appropriate CEQA document. ECORP will prepare an Administrative Draft, Draft, Administrative Final and Final IS/MND for the project and will prepare and file the Notice of Intent and Notice of Determination with the State Clearinghouse and Orange County Clerk. ECORP will also mail the NOI to up to 20 addresses and arrange for publication in one local newspaper. ECORP will assist the City with government-to-government consultation with California Native American tribes under Assembly Bill 52 (AB 52) through drafting notification letters and documentation of the consultation process.

DEA will assess the proposed park to determine if it is required to prepare a VMT analysis for environmental clearance under CEQA. DEA will apply the city's four criteria to the project and indicate whether the project satisfies any criterion. DEA will document the screening assessment and its most critical conclusion in a technical memorandum which will include any analysis or mapping used as part of the assessment.

## I. Civil Engineering Plans

### I.1 - Geotechnical Investigation

**Project Set-up:** Under the direction of the project manager, a staff professional from Converse will set up the project to provide the services outlined under our scope of work. The project set-up will include the following.

- Coordinate with DEA and the City representative to schedule the field investigation.
- Perform a site reconnaissance to verify existing conditions.

- Review existing geology/geotechnical reports for properties in the vicinity.
- Stake/mark the boring locations in the field so that drill rig access to all the locations is available. **In case, the site has existing underground utilities, a representative from the city MUST clear the boring locations, Converse will not be liable for damage to any unmarked utility.**
- Notify Underground Service Alert (USA) at least 48 hours prior to field exploration to clear the boring locations of any conflict with existing underground utilities.

**Subsurface Exploration:** Our subsurface exploration will consist of drilling exploratory borings. The purpose of the borings will be to Obtain subsurface information at the site, Obtain undisturbed and bulk samples of the various soil types for laboratory testing, and record depth to bedrock or groundwater (if encountered).

**Borings:** We will drill 6 borings between 5.0 and 30.0 feet below existing ground surface (bgs) within the project site. If refusal is encountered before the planned depths are reached, the borings will be terminated at that depth.

The borings will be drilled with a truck-mounted (CME 75 or equivalent) rig equipped with an 8- inch diameter hollow-stem auger for soil sampling. Relatively undisturbed ring and bulk samples of the subsurface soils will be obtained at frequent intervals in the borings. The undisturbed samples will be obtained with a California Modified Sampler (2.4-inch inside diameter and 3.0- inch outside diameter) lined with thin sample rings. The soil will be retained in brass rings (2.4 inches in diameter and 1.0 inch in height). The central portion of the sample will be retained and carefully sealed in waterproof plastic containers for shipment to our laboratory. Bulk soil samples will be collected in plastic bags and brought to our laboratory. Borings will be backfilled with soil cuttings.

The mechanically driven hammer for the sampler is 140 pounds, falling 30 inches for each blow. The number of successive drops of the driving weight (“blows”) required for each six inches of penetration will be shown on the boring log.

The borings will be backfilled with cement grout (if ground water is encountered) and soils cuttings and compacted by pushing down with augers. Where asphalt concrete is penetrated, the surface will be patched with cold mixed asphalt concrete. It is possible the surface may settle over time. If construction is delayed, we recommend the owner monitor the boring site and backfill any settlement or depression that might occur or provide protection around the area of the boring locations to prevent trip and fall injuries from occurring near the area of any potential settlement.

**Environmental Analytical Testing for Soil Sample:** One composite soil sample from the excess soil cuttings will be submitted to a California ELAP certified laboratory under chain-of-custody control. All sample analyses will be conducted on a standard turnaround time. The samples will be analyzed as follows:

- EPA 8015M – TPH carbon chain speciation
- EPA 8260 – VOCs and Oxygenates
- EPA 8270 – SVOCs
- EPA 8082 – PCBs
- EPA 8081A – OCPs
- EPA 6010B – Title 22 metals (TTLC)

**Waste Disposal:** All excess soil cuttings will be contained in five (5) drums. The drums will be temporarily stored on the site away from drainage areas and secured from unauthorized entry until laboratory analytical results are received. The waste will be profiled for the most cost-effective disposal or recycling option. For budgeting purposes, we have assumed five (5) drums of waste will need to be transported and disposed of as non-hazardous waste.

Converse will be responsible for the preparation of waste manifests, and for arranging for proper transportation and disposal of the waste. A Client representative will be responsible for signing the manifests as the Generator. Copies of the manifest will be provided.

**Percolation Test:** The purpose of the Infiltration test will be to obtain water infiltration rate of the surface soils at the location of surface runoff discharge. We will conduct infiltration testing at one location. The depth of the infiltration test will be at 10.0 feet bgs. A 2-inch diameter perforated PVC pipe will be installed inside the

boring. The pipe will be secured in the borehole and pea gravel filter pack will be poured down the borehole to surround the pipe casing and hole bottom. Water will be added to the borehole until the water level is as near the ground surface as can be achieved and allowed to pre-soak

**Pre-Soaking:** Pre-soaking will be done by inundating the borehole with water for at least one hour.

**Test Procedure:** After presoak, the borehole will be filled with water to 12 inches above the bottom and the drop in water level in the borehole shall be observed. The following 2 conditions are utilized to determine the time interval between readings.

- If water remains in the hole after 10 minutes but drains before 30 minutes, the time interval between readings shall be 10 minutes.
- If water remains in the hole after 30 minutes, the time interval between readings shall be 30 minutes.

After completion of presoak, the borehole shall be inundated to a level less than or equal to the presoak depth. For each successive infiltration test reading, the starting water level must be at this initial water depth.

A sounder shall be utilized to determine the water level during each test. All measurements of water level shall be taken to the nearest 1/8-inch increment. Infiltration test readings shall be conducted a minimum of eight times, or when a stabilized rate of drop has been obtained, whichever occurs first. A stabilized rate is defined as when the highest and lowest readings of three consecutive infiltration tests are within 10 percent of each other. The average of the stabilized rate over the last 3 consecutive test readings shall be used as the pre-adjusted infiltration rate.

Attempts will be made to remove the pipe from the borings. If the attempts fail, the pipe will be abandoned in place and the hole backfilled with soil cuttings

**Laboratory Testing:** Laboratory testing will include, but may not be limited to; In-situ moisture and dry density; Soils corrosivity; R-value; Collapse; Expansion Index; Sieve analysis; Maximum density; and Direct shear.

**Engineering Analyses and Report Preparation:** Data obtained from the exploratory borings and the laboratory testing program will be evaluated. Engineering analyses will be performed to develop design and construction recommendations that will be presented in a geotechnical investigation report.

### ***1.2 – Horizontal Control Plans***

DEA will prepare a 1" = 20' scale horizontal and vertical control plan for the project depicting a survey control line and dimensions to pertinent site features for use in the layout of the park and site features during construction.

**Deliverables:** 1" = 20' scale horizontal and vertical control plan.

### ***1.3 - Grading and Drainage Plan***

DEA will prepare a 1" = 20' scale precise grading, drainage and paving plan for the project depicting grading contours, slopes, finish surface elevations, drainage patterns, swales, typical cross sections, details and proposed civil related improvements including pavement, hardscape flatwork and access ramps. The plan will consider ADA requirements for accessibility.

**Deliverables:** 1" = 20' scale grading and drainage plan.

### ***1.4 – Composite Storm Drain and Water Plan***

DEA will prepare a 1" = 20' scale composite storm drain and water plan for the project depicting proposed storm drain and domestic water pipe alignments and structures required to service the project site.

**Deliverables:** 1" = 20' scale composite storm drain and domestic water plan.

### ***1.5 - Erosion Control Plan***

This plan will include the preparation of erosion control measures for use in construction to reduce sediment transport within the site.

**Deliverables:** 1" = 20' erosion control plan as noted above.

### ***1.6 - Final WQMP***

DEA will prepare finalize the conceptual WQMP.

**Deliverables:** Finalized WQMP.

## J. Landscape and Irrigation Plans

### J.1 – Site / Construction Plan

DEA landscape architects will provide a site plan for the proposed items of construction. This plan will designate features of the proposed project including placement, detail references, material and manufacturer callouts, general construction notes, and specific elements of the overall design which are necessary for the proper construction of proposed items. At this time, we anticipate that the park will include some or all of the amenities noted under 'Public Input'. Please note that we have not included structural calculations for items such as the shade shelter.

**Deliverables:** 1" = 20' scale site plan.

### J.2 - Planting Plans

Plans will include a plant legend indicating trees, shrubs, and ground covers in addition to information regarding the placement of materials such as decomposed granite, mulch and boulders. The legend will indicate the botanical and common names, quantity, size, and remarks (such as variety and staking procedure). The plans will provide an appropriate palette utilizing sustainable landscape materials including California-friendly, drought tolerant plants.

**Deliverables:** 1" = 20' planting plan and details as noted above.



### J.3 - Irrigation Plans

The irrigation plans will provide the necessary information for a complete and fully automatic irrigation system for the approximate 1.27 acre park. The plans will indicate the point of connection based upon agency requirements, backflow prevention and pressure regulation (as necessary), and equipment size and type in the irrigation legend. "Smart" Water Application Technologies (SWAT) will be utilized. Flow monitors, moisture sensors, and ET based controllers will be implemented. We also anticipate providing the following information:

- Prepare water usage calculations (MAWA and ETWU).
- Provide water efficient landscape worksheet and hydrozone table for each remote control valve.
- Obtain horticultural soils report (agronomic data) based on soil samples obtained from site.
- Provide irrigation run time schedule based on soil type.
- Rain and wind sensors will be added in addition to WUCOLS water use classifications.

**Deliverables:** 1" = 20' irrigation plans and details as noted above. (Recycled water is not anticipated).

### J.4 - Skate Park Plans (OPTIONAL)

#### J.4a - Project kick-off meeting

Spohn Ranch and the City will kick-off the project via an in-person or virtual meeting. We will review the project goals, project schedule, and points of coordination.

**Deliverables:** Meeting Minutes (PDF).

#### J.4b - Information Gathering & Review

During the project kick-off meeting, Spohn Ranch and the City will take stock of existing site data, studies and any other information pertinent to the project and project site. We will review existing information and work with the City to collect additional information as necessary. The site information typically required to begin design work is as follows:

- Site survey (AutoCAD).
- As-built drawings.
- Geotechnical report.
- Any master plan design work or future improvements planned for the site.
- Any local, state or federal design requirements.

#### J.4c - Site Walkthrough

Spohn Ranch and the City will conduct a site walkthrough to review existing conditions, photograph the site and discuss opportunities and constraints.

**Deliverables:** *Walkthrough minutes (PDF).*

#### J.4d - 75% Design Development

Incorporating feedback from the project kick-off meeting, Spohn Ranch will prepare a conceptual design. Conceptual design will address footprint, access, circulation, spacing, elevations and terrain sections, but not detail the specific dimensions of every obstacle.

**Deliverables:** *3D renderings (jpeg), labeled and scaled 2D site plan (PDF), construction cost estimate (PDF), 2D base (AutoCAD).*

#### J.4e - 75% Design Development Review Meeting

Spohn Ranch will lead a virtual meeting with the City and other relevant stakeholders to present the conceptual design and solicit feedback.

**Deliverables:** *Meeting minutes (PDF).*

#### J.4f - 100% Design Development

Incorporating feedback from the 75% design development review meeting, Spohn Ranch will refine the conceptual design to a 100% design development level.

**Deliverables:** *3D renderings (jpeg), labeled and scaled 2D site plan (PDF), construction cost estimate (PDF), 2D base (AutoCAD).*

#### J.4g - Construction Documents Kick-off Meeting

Spohn Ranch will lead a virtual meeting with the City to review 100% design development, special requirements and points of coordination.

**Deliverables:** *Meeting Minutes (PDF).*

#### J.4h - 90% Construction Documents

Spohn Ranch will prepare professional construction documents detailing the skatepark-specific site improvements.

**Deliverables:** *(PDF and AutoCAD), information plan, 3D perspective, layout plan, steel plan, jointing plan, grading and drainage plan, sections, construction details and technical specifications.*

The City will provide a title block and site base in AutoCAD format. Spohn Ranch will coordinate with the City on other aspects of the construction documents such as access pathways, landscaping, etc.

#### J.4i - 90% Construction Documents Review Meeting

The City will review the 90% construction documents submittal and prepare redline comments. Spohn Ranch will lead a virtual meeting with the City to review the redline comments and identify actions necessary to address the comments.

**Deliverables:** *Meeting minutes (PDF).*

#### J.4j - 100% Construction Documents

Spohn Ranch will incorporate feedback from the 90% construction documents review meeting and prepare a 100% construction documents submittal sealed by a California-licensed structural engineer.

**Deliverables:** *100% construction documents (PDF and AutoCAD).*

#### J.5 - Landscape Construction Details

DEA will prepare construction details for hardscape elements, pedestrian bridges, site furnishings (if necessary), planting and irrigation components. In most instances, footing details and calculations (if necessary) for pre-fabricated items such as shade canopies and play equipment will be provided by the manufacturer.

**Deliverables:** *Construction details as noted above.*

### **J.6 - Final Color Rendering**

DEA will provide a final color rendering of the project reflecting all items identified within the final construction documents.

**Deliverables:** 24" x 36" colored rendering as noted above.

### **K. Electrical Plans**

Scope is to provide site security lighting and new electrical service. New service will be coordinated with the local utility company.

#### **Services included:**

- One pre-design site visit as required for verification of existing conditions.
- Three regularly scheduled coordination conference calls.
- Electrical specifications provided in book format.
- Licensed professional engineers stamp and signature.
- Completion of applicable governing agency comments (plan check comments).
- Engineering calculations required to generate electrical design.
- Electrical site plan including the following:
  1. Site lighting layout, circuiting, and control wiring diagram for general lighting purposes.
  2. Point by point of site lighting foot candle levels.
  3. Schedule of lighting fixtures.
  4. Energy code lighting compliance forms.
  5. New service entrance and main meter sections design.
  6. Distribution and branch panel locations.
  7. Single line diagram.
  8. Load schedules.
  9. Panel schedules.
  10. Power to irrigation controller.
  11. Voltage drop calculations.
  12. Electrical connections to low voltage devices as specified by other system designs.
- Utility Coordination including the following:
  1. Electrical utility coordination including the following:
    - a) Coordination of power service with serving utility.
    - b) Completion of all paperwork and plan submittals with power company.
    - c) Site meeting with power company.

**Deliverables:** Electrical engineering plans, details, and specifications as noted above.

### **L. Plans, Specifications and Estimates (PS&E)**

#### **L.1 - Final Construction Documents (plans as described above)**

The construction documents will be prepared in accordance with the California Building Code and ADA. These plans will be submitted to the City for review and approval at four milestone deliverables - 30% (conceptual as noted above), 60%, 90% and 100%. Plans will be signed by a licensed professional as appropriate.

Constructability review meetings will occur at 90% and shall include the City and DEA. The design team will perform the QA/QC efforts and provide those to the City prior to the constructability review. Deliverables during the construction document phase are as follows: Two full sets of the construction documents for review at 90% in addition to one electronic PDF copy in MicroStation CONNECT. At 100% completion, DEA will provide one full sized set of signed and sealed bond copies in addition to one electronic PDF copy (signed final design plans, specifications in Word, QA/QC checklist, cost estimate and design calculations).

**Deliverables:** Preparation of 60%, 90%, and 100% plans. Fees noted in each of the plan descriptions above.

### **L.2 - Technical Specifications**

DEA will prepare technical specifications for each of the park components in CSI book format. DEA will combine the specifications with City-provided boiler plate information such as general conditions, special provisions, notice inviting bids etc.

**Deliverables:** *Preparation of technical specifications as noted above.*

### **L.3 – Final Opinion of Probable Cost**

The project team will prepare a final construction cost estimate in a per unit basis (or lump sum) of proposed park improvements once the construction documents have been completed to 100%. This format will directly match the contractor bid schedule for ease of comparison. The estimate will be in tabular form for each construction item indicating quantity, unit, unit price and total cost. Although the contractor will be responsible for the preparation of the SWPPP, DEA will include this item in the cost estimate.

**Deliverables:** *Construction cost estimate as noted above.*

### **L.4 - Plan Submittals, Approval Process, and Permitting**

The construction documents will be prepared in accordance with the California Building Code and ADA. PS&E's will be submitted to the City for review and approval and will be signed by a licensed professional as appropriate.

**Deliverables:** *Submittal, review, and revisions associated with obtaining project approval as noted above.*

## **BID ADVERTISEMENT, CONSTRUCTION ADMINISTRATION AND RECORD DRAWINGS**

### **M.1 – Bid Advertisement (Optional)**

DEA will attend the pre-bid meeting and will provide responses to bid RFI's, assist with answering questions and providing clarification if conflicts arise. Each item will be reviewed by the City prior to release of information.

**Deliverables:** *Attendance at pre-bid meeting and bid assistance as noted above.*

### **M.2 – Construction Administration (Optional)**

DEA's construction management team will answer questions, review submittals, shop drawings and schedules required to be submitted by the contractor for conformance with the design plans and specifications. The DEA team will review and respond to RFI's and clarifications during construction within five calendar days of receipt. DEA will complete shop drawing reviews within two weeks of receipt and contract change order reviews shall be completed within two working days of receipt. We understand that the City will handle the day to day construction management process.

DEA has anticipated the hours denoted in the fee schedule for each of the respective disciplines. Please note that this task shall require compensation on a time and materials basis in accordance with the level of effort required / desired. The fees for this task are shown for budgetary purposes only and shall be determined prior to the start of construction to allow the City to decide how best to utilize the DEA team resources along with their own staffing. At this time, it is difficult to determine the level of effort for the tasks listed and therefore we recommend negotiating this task once the contractor has been selected and prior to construction.

### **M.3 – Record Drawings / As Built Plans (Optional)**

Utilizing General Contractor field marked plans provided by the City, DEA will incorporate as built information into the drawing files such that we can provide the City with electronic 'Record Drawings'.

**Deliverables:** *One set of electronic as built plans based on contractor provided red lines.*

## CHALLENGES AND SOLUTIONS

The following diagram depicts our understanding of the challenges associated with this project site. We have developed solutions that DEA will implement to assist the City in delivering a park that includes features requested by the community.



### LEGEND

-  Existing Tree
-  BUS Bus Stop
-  Pedestrian Access
-  Highly Visible Corner

### NEIGHBORHOOD

- 0.5 miles to Santa Ana City Hall
- 0.3 miles to Santa Ana Public Library
- 0.2 miles to Santa Ana Stadium
- 0.3 miles to Storybook Preschool

#### **(A) Challenge**

Adjacent to high volume street poses challenge for noise, safety and exposure to pollutants.

#### **Solution**

Park design will look to create a park border to help reduce these impacts while active play features will be located away from Flower.

#### **(B) Challenge**

Park perimeter issues include the Garnsey Street homes and the street itself, street parking, determination of right-of-way, curb and sidewalk conditions.

#### **Solution**

DEA will work closely with the City to determine street parking requirements and the impact on park users as well as improving pedestrian site access.

#### **(C) Challenge**

South edge of site is directly adjacent to neighboring parking lot.

#### **Solution**

Park design will screen the parking lot, DEA will work with the City to determine if access is needed.

#### **(D) Challenge**

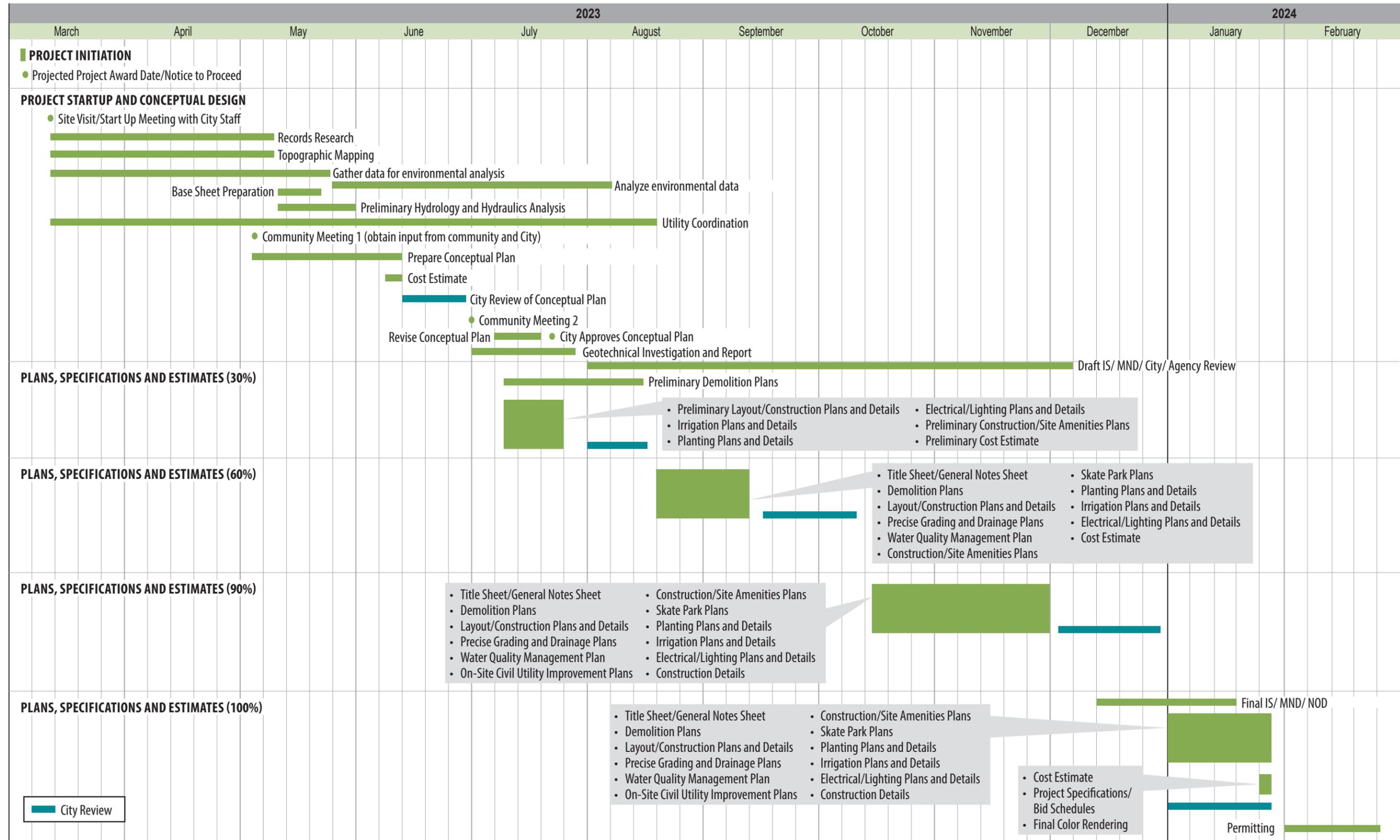
Existing site soil conditions could prevent proper infiltration or bio-filtration.

#### **Solution**

These conditions can be solved using proprietary water quality structures similar to those found at other City parks.

# Project Schedule

DEA is committed to dedicating the resources needed to complete this park project within the allotted City schedule. Realistic task schedules will be established through close coordination with the City project manager. An emphasis will be placed on making sound project decisions that do not need to be revisited later. Decisions that require stakeholder input will be pursued so that the project stays on schedule. Our proposed schedule is found below.



## E. Relevant Project Experience

Over the course of more than 46 years, David Evans and Associates, Inc. (DEA) has completed a wide range of projects. We have always endeavored to find the best solutions for our clients, bringing forward innovation and creativity that not only meets our clients' schedules and budgets, but gives back to the greater community in which our clients operate. The following projects provide a sample of our work and are examples of our relevant experience with park projects within the past five years.

Project	Year Completed	Client Name	Contact Name Number	Relevance
 <p><b>Standard and McFadden Park, Santa Ana, California:</b> DEA is providing landscape architecture, engineering, and surveying services for Standard - McFadden Park, a two-acre neighborhood park in the city of Santa Ana. DEA was provided a conceptual design of the park by the city and is currently working to prepare final plans and will provide construction administration. The design includes walkways, playground equipment, a skatepark, half-court basketball, a picnic area, a shade structure, a rock bioswale, California friendly plants, drip irrigation, low impact development drainage and lighting. Other amenities including a park entrance sign, benches, picnic tables, bike racks, and drinking fountains will also be included.</p>	Ongoing	City of Santa Ana	Gabriel Guerrero (714) 647-5613	<ul style="list-style-type: none"> <li>■ City of Santa Ana</li> <li>■ Park Design in underserved neighborhood</li> <li>■ Public Outreach</li> <li>■ Grant Funded</li> </ul>
 <p><b>Mariposa Park, Santa Ana, California:</b> DEA provided surveying, engineering, and landscape architectural design for a new half-acre neighborhood park in the City of Santa Ana. The local residents requested that the park include a playground, a teaching area for active lifestyle classes, and a community garden. The design includes walkways, playground equipment, a picnic area, a shade structure, a rock bioswale, California friendly plants (including fruit trees), drip irrigation, low impact development drainage, lighting, and other amenities, including a park entrance sign, interpretive signage, benches, picnic tables, bike racks, and a drinking fountain.</p>	2019	City of Santa Ana	Suzi Furjanic (714) 571-4241	<ul style="list-style-type: none"> <li>■ City of Santa Ana</li> <li>■ Park Design</li> <li>■ Public Outreach</li> <li>■ Park Design in underserved neighborhood</li> </ul>
 <p><b>Various Park Projects, Pasadena, California:</b> Under DEA's current on call contract with the City, DEA and subconsultants have successfully undertaken the following projects:</p> <ul style="list-style-type: none"> <li>■ <b>Citywide Park Asset inventory</b> and condition evaluation. Cost estimates for facility replacement. Comprehensive Asset Management Plan including interactive database.</li> <li>■ Topographic survey and conceptual plans, including estimates, for improvements at <b>Central Park</b>.</li> <li>■ Plans, specifications and estimates for various improvements at <b>La Pintoresca Park</b>. This scope included community engagement, topographic survey, geotechnical investigation, and civil engineering.</li> <li>■ Quality control review of civil and landscape plans for the <b>Playhouse District Park</b> and improvements at <b>Lamanda Library Pocket Park</b>.</li> <li>■ Subconsultant for landscape architecture for the <b>Washington Park Community House</b> Project.</li> </ul>	Ongoing	City of Pasadena	Jeff Khun (626) 744-4267	<ul style="list-style-type: none"> <li>■ Municipal Parks</li> <li>■ Park Design for Smaller Scale Projects</li> <li>■ Public Outreach / Community Workshops</li> </ul>
 <p><b>Various Park Projects, Temecula, California:</b> Under DEA's current on call contract with the City, DEA has successfully worked on the following projects:</p> <ul style="list-style-type: none"> <li>■ <b>Sam Hicks Monument Park:</b> DEA provided design for improvements consisting of HDPE split-rail and tubular steel fencing, decorative masonry pilasters, tubular steel pedestrian and vehicle gates, in addition to addressing the need to retrofit the existing planting and irrigation systems.</li> <li>■ <b>Recycled Water Retrofits:</b> DEA has designed two projects for large slope areas and a ten acre park that converted the existing irrigation systems from potable water to recycled water. DEA managed the review and approval of the plans by the local water district.</li> <li>■ <b>Ronald Reagan Sports Park Pickleball Courts:</b> DEA is currently preparing plans for a large pickleball facility that will include 16 standard pickleball courts and one ADA court, seating and shade shelters, and a 124-stall parking lot.</li> </ul> <ul style="list-style-type: none"> <li>■ <b>Ronald Reagan Sports Park Roller Hockey Rink Upgrades:</b> DEA is currently preparing plans for a major renovation of an existing roller hockey court. The new improvements include a roof over the entire rink and adjacent seating areas, lighting and ADA upgrades.</li> <li>■ <b>Michael "Mike" Naggar Park Off Leash Dog Area:</b> DEA prepared plans for a new 2.5 acre off-leash dog park that includes fencing, sidewalks, seating area with shade shelters and a new irrigation system and landscaping.</li> <li>■ <b>Michael "Mike" Naggar Park Demonstration Garden:</b> DEA is designing a demonstration garden that will replace an existing off leash dog area. This demonstration garden will feature climate adapted drought tolerant plants, pathways, dry streambeds, seating and fencing.</li> </ul>	Ongoing	City of Temecula	Stacy Fox, (951) 694-6411	<ul style="list-style-type: none"> <li>■ Municipal Park Projects</li> <li>■ Water Conservation</li> <li>■ Community Outreach</li> <li>■ Conceptual Design</li> </ul>

## F. References

DEA's project managers develop long-lasting, sincere, collaborative relationships with their clients. We encourage you to contact the following references for their insight on the professional services of the DEA team.

Project	Reference	DEA Project Manager
<b>Standard and McFadden Park</b>	City of Santa Ana Contact: <b>Gabriel Guerrero-Gabany</b> P: 714.647.5613 E. gguerrero-gabany@santa-ana.org	Heath Habig
<b>Mariposa Park</b>	City of Santa Ana Contact: <b>Suzi Furjanic</b> P: 714.571.4241 E. sfurjanic@santa-ana.org	Heath Habig
<b>OCTA Bicycle and Pedestrian Trail</b>	City of Garden Grove Contact: <b>Paul Guerrero</b> P: 714.741.5179 E: paulg@ggcity.org	Heath Habig
<b>Sam Hicks Park</b>	City of Temecula Contact: <b>Stacy Fox</b> P: 951.694.6411 E: Stacy.Fox@temeculaca.gov	Todd Holmes
<b>Washington Park</b>	City of Pasadena Contact: <b>Hayden Melbourn</b> P: 626.744.4267 E: hmelbourn@cityofpasadena.net	Todd Holmes

# APPENDIX A RESUMES

## Heath Habig, PLA 5028 I

### Project Manager

#### Education

BS, Landscape Architecture, 1996, California State Polytechnic University, Pomona

#### Registration

Professional Landscape Architect, California (5028), 2005

#### Years of Experience

27

Heath is a senior landscape architect at DEA with 27 years of landscape architectural design experience at all phases of the project delivery process including schematic design, design development, construction documentation and construction support. Heath has worked on a wide variety of projects during his career including city parks, streetscapes, single family housing developments, senior living facilities, and commercial sites. He is also an experienced project manager having recently managed similar park projects for the City of Santa Ana.

#### **Standard and McFadden Park, Santa Ana, California**

Heath is serving as project manager for Standard and McFadden Park, a 2-acre neighborhood park in the city of Santa Ana. DEA was provided a conceptual design of the park by the city and is currently preparing final plans and construction administration and community outreach. The design includes walkways, playground equipment, a skatepark, half-court basketball, a picnic area, a shade structure, a rock bioswale, California friendly plants, drip irrigation, low impact development drainage and lighting. Other amenities including a park entrance sign, benches, picnic tables, bike racks, and drinking fountains will also be provided. Heath serves as the client contact and project manager.

#### **Mariposa Park, Santa Ana, California**

Heath served as project manager for Mariposa Park, a one-acre neighborhood park in the City of Santa Ana. The local residents requested that the park include a playground, a teaching area for active lifestyle classes and a community garden. The design includes walkways, playground equipment, a picnic area, a shade structure, a rock bioswale, California friendly plants, drip irrigation, low impact development drainage and lighting. Other amenities including a park entrance sign, interpretive signage, benches, picnic tables, pedestrian bridge, bike racks, and drinking fountain were also provided in the design.

#### **Lagos De Moreno Park, Brea, California**

DEA provided design and construction services for Lagos de Moreno Park in the City of Brea. The park was built adjacent to an elementary school and included a playground and fitness equipment. Heath provided full construction support services during installation. His duties included submittal/request for information response, preparing clarification drawings, coordination of construction activities with the contractor, coordination with Division of the State Architect (DSA), client, and on-site observation. Heath served as the project manager.

#### **Pickleball Courts at Sunrise Park, Palm Springs, California**

DEA prepared conceptual design plans for 16 pickleball courts at Sunrise Park in the City of Palm Springs. Heath worked closely with City staff to develop several court layout alternatives which incorporated existing park features. The designs also included site furnishings, proposed trees, and hardscape.

#### **Bicycle and Pedestrian Trail Landscape and Irrigation Project, Garden Grove, California**

DEA landscape architects provided plans, specifications and construction administration for the installation of new trees along an existing one mile stretch of city bike trail which was previously designed by DEA civil engineers. Full irrigation design plans were also provided by DEA irrigation specialists. Heath served as the client contact and project manager.

#### **Lake Cahuilla Veteran's Memorial, La Quinta, California**

DEA landscape architects provided conceptual design and final construction documents for a new veteran's memorial at the main entrance of Lake Cahuilla Veteran's Regional Park in the city of La Quinta. The design incorporated flags with a decorative wall, memorial plaque and time capsule to commemorate Riverside County veterans of the five armed service branches of the US military. An army colonel spoke at the opening of the memorial. Heath served as the client contact and project manager.

## Kim S. Rhodes, PLA 3867

### Principal-in-Charge / Quality Assurance/ Quality Control

#### Education

BS, Landscape Architecture, 1985, California Polytechnic State University, Pomona

#### Registration

Professional Landscape Architect, California (3867), 1993

#### Years of Experience

38

Kim is a California registered, award-winning landscape architect, client manager, and vice president with DEA. For the past 38 years, she has been responsible for landscape architectural design and management on numerous projects, including design and planning for parks, trails, streetscapes / roadways, sports facilities, transportation corridors, structure aesthetics, schools and universities, commercial, residential, and industrial developments.

#### Standard and McFadden Park, Santa Ana, California

Kim is serving as principal-in-charge for Standard and McFadden Park, a 2-acre neighborhood park in the city of Santa Ana. DEA was provided a conceptual design of the park by the city and is working to prepare final plans, construction administration, and community outreach. The design includes walkways, playground equipment, a skatepark, half-court basketball, a picnic area, a shade structure, a rock bioswale, California friendly plants, drip irrigation, low impact development drainage and lighting. Other amenities including a park entrance sign, benches, picnic tables, bike racks, and drinking fountains will also be provided.

#### Memory Lane Park, Santa Ana, California

Kim served as principal-in-charge for the award-winning Memory Lane Park and Trailhead in the City of Santa Ana. The park was designed to provide recreational opportunities to the area residents, general public, and bicycle and equestrian riders along the Santa Ana River Trail. The pocket park includes a children's play area, fitness equipment, nature garden, trails, bike racks, equestrian hitching posts, picnic area, site furnishings, a dry creek bed with pedestrian bridge, signage, security lighting and landscaping.

#### Mariposa Park, Santa Ana, California

Kim served as principal-in-charge for Mariposa Park, a one-acre neighborhood park in the City of Santa Ana. The local residents requested that the park include a playground, a teaching area for active lifestyle classes and a community garden. The design

includes walkways, playground equipment, a picnic area, a shade structure, a rock bioswale, California friendly plants, drip irrigation, low impact development drainage and lighting. Other amenities including a park entrance sign, interpretive signage, benches, picnic tables, pedestrian bridge, bike racks, and drinking fountain were also provided in the design.

#### The Tracks at Brea, California

As project manager, Kim prepared conceptual and final construction documents for four miles of Class I meandering trail through an abandoned rail corridor in Brea. Segments 2-4 include work between Brea Boulevard and Birch Street and incorporates both hard and soft surface trail, native plantings, site furnishings, a lighted parking area, restroom building, plaza space, community gardens, bioswale, fitness area and interpretive signage. The site underwent soil remediation efforts prior to the construction of the trail. The project was a multiple award winner including an ASLA Honor Award for design.

#### Gibson Mariposa Park, El Monte, California

As principal-in-charge, Kim worked with Amigos de Los Rios, an environmental and community activist group providing design assistance, project coordination, and preparation of construction documents. The park was themed after butterflies; creating exciting opportunities to integrate unique design elements into the park. The monument sign resembled a large caterpillar, the shade canopies were shaped like large butterflies, and a community stage was modeled after a caterpillar-eaten leaf. Plantings were designed for the butterfly habitat, using only California native plant material.

#### Bryce E. Hanes Park, San Bernardino, California

Kim served as principal-in-charge for the award-winning two-acre Bryce E. Hanes Park in San Bernardino. The park is located on a busy corner in an underserved neighborhood and will include many of the elements identified throughout the community input process, such as a water 'sprayground', a skate park, soccer field and open space play, picnic areas, a basketball court, signage, fitness area, a restroom, art in public places, and parking. Sustainable features include permeable paving, drought tolerant planting, solar lighting, 'Smart' irrigation techniques, recycled/ recyclable materials and groundwater recharge.

## Todd Holmes, PLA 3561, PMP

### Public Outreach

#### Education

BS, Landscape Architecture, 1988, California State Polytechnic University, Pomona

#### Registration

Professional Landscape Architect, California (3561), 1991

Registered Landscape Architect, Nevada (#1070), 2021

Project Management Professional (#1878299), 2015

#### Years of Experience

35

Todd is a California licensed landscape architect with extensive experience in the public sector throughout Southern California. For the past 35 years, he has been responsible for the design and management of a wide variety of projects including neighborhood and community parks, trails, campgrounds, streetscapes, restroom facilities and recreation centers. Todd has also been involved in significant and successful public outreach efforts during his career.

#### Standard and McFadden Park, Santa Ana, California

Todd is providing quality assurance / quality control for Standard and McFadden Park, a two-acre neighborhood park in the city of Santa Ana. DEA was provided a conceptual design of the park by the city and will work to prepare final plans and construction administration and community outreach. The design includes walkways, playground equipment, a skatepark, half-court basketball, a picnic area, a shade structure, a rock bioswale, California friendly plants, drip irrigation, low impact development drainage and lighting. Other amenities including a park entrance sign, benches, picnic tables, bike racks, and drinking fountains will also be provided.

#### La Pintoresca Park, Pasadena, California

Under the direction of Todd Holmes, DEA provided landscape architectural services for the renovation of La Pintoresca Park in the City of Pasadena. This project will replace existing facilities and add new amenities to the park. New features include a splash pad for water play, new lighting for the skate park and basketball courts, replacement of aged fencing with new decorative fencing, installation of a new shade structure over the playground, correcting drainage problems and court resurfacing. The project also included **community meetings** and construction support.

#### Robinson Park, Pasadena, California

Todd served as landscape architect for the complete redesign of Robinson Park, a community park located in Pasadena. The project was driven by **extensive community engagement** and a lengthy workshop process that resulted in a final design with strong community support. The project included the replacement of the existing obsolete community center with a new multi-purpose recreational facility. The park was expanded by acquisition of an adjacent property to allow construction of a new synthetic turf football and baseball fields, restrooms and parking. A new playground, picnic area and landscape areas were also included in the final design.

#### Washington Park Community House, Pasadena, California

DEA was a critical part of a multidisciplinary design team that created plans for a new multipurpose building in a historic park in the City of Pasadena. Todd has been engaged in the park design for almost 20 years and was responsible for the development of the park's master plan, in addition to managing a major renovation of the park. This project required **extensive community engagement** and Todd's background with the community played a significant role in the success of the project. The exterior spaces around the building were designed to be used for programming that would integrate both interior and exterior activities. The DEA team developed 3D graphics to guide the design process and enable the project stakeholders to visualize the project's features. This project required extensive collaboration with the project's architect and civil engineer as the site was constrained and presented several challenges that had to be overcome to achieve a successful design.

#### Sam Hicks Park Monument Perimeter Fencing, Temecula, California

DEA landscape architects prepared construction documents for Sam Hicks Monument Park located in downtown Temecula. The construction documents denoted placement of HDPE split-rail and tubular steel fencing in addition to addressing the need to retrofit the existing planting and irrigation systems. DEA also prepared a final cost estimate and project specifications. Todd served as project manager.

## Jon-Sen Oen, CID, CLIA Senior Irrigation Specialist

### Education

BS, Landscape Irrigation Science, 1998, California State Polytechnic University, Pomona

### Certification

Certified Irrigation Designer #30459

Certified Landscape Irrigation Auditor #30459, California

Los Angeles County Sanitation District Certification – Recycled Water Users Site Supervisor Training Program, 2013

### Years of Experience

25

Jon is a certified commercial irrigation designer, certified landscape irrigation auditor, and a partner with the U.S. Environmental Protection Agency's (EPA's) WaterSense program. For 25 years, he has worked on a wide variety of irrigation projects including parks, streetscapes, interchanges, hotels, resorts, residential, and commercial developments. Jon provides construction observation including submittal review and site visits (main line testing) specifically focused on irrigation systems and controls. He is well versed in the regulatory guidelines associated with AB1881 (Model Water Efficient Landscape Ordinance).

### Standard and McFadden Park, Santa Ana, California

DEA was provided a conceptual design of Standard and McFadden Park, a 2-acre neighborhood park in the city of Santa Ana, and is currently working to prepare final plans and construction administration. The design includes walkways, playground equipment, a skatepark, half-court basketball, a picnic area, a shade structure, a rock bioswale, California friendly plants, drip irrigation, low impact development drainage and lighting. Other amenities including a park entrance sign, benches, picnic tables, bike racks, and drinking fountains will also be provided. Jon-Sen provided irrigation design for the park project.

### Mariposa Park, Santa Ana, California

Jon provided landscape irrigation design for Mariposa Park, a new half-acre neighborhood park in the City of Santa Ana. The local residents requested that the park include a playground, a teaching area for active lifestyle classes, and a community garden. The design included walkways, playground equipment, a picnic area, a shade structure, a rock bioswale, California friendly plans (including fruit trees), drip irrigation, low impact development drainage, lighting, and other amenities including a park entrance sign, benches, picnic tables, bike racks, and drinking fountain.

### Memory Lane Park, Santa Ana, California

Jon provided irrigation design for the final plans for the award-winning Memory Lane Park and Trailhead for the City of Santa Ana. With access to the Santa Ana River Trail, the pocket park includes a children's play area, fitness equipment, nature garden, trails, bike racks, equestrian hitching posts, picnic area, site furnishings, a dry creek bed with pedestrian bridge, signage, and security lighting.

### Bryce Hanes Park, Riverside, California

Jon provided the irrigation design for the two-acre Bryce Hanes Park in San Bernardino. The park is located on a busy corner in an underserved neighborhood and includes many of the elements identified throughout the community input process, such as a water 'sprayground', a skate park, soccer field, open space play, picnic areas, a basketball court, signage, fitness area, a restroom, art in public places, and parking.

### Ovrom Park, Burbank, California

Jon provided irrigation design for a mixed use site in the City of Burbank that includes a community center and urban park. This small urban space and the many uses it provides was the site's greatest design challenge. The park includes a basketball court, play areas, picnic shelters, picnic tables, open turf area, restroom building and an informal, passive, garden area.

### Marshall Community Park, San Gabriel, California

Jon provided irrigation design for a 2.4-acre park that incorporated sustainable features such as a synthetic turf sports field, drought tolerant plant material, 'Smart Irrigation' equipment for water conservation, and recycled materials for paving and site furnishings, while still maintaining state-required standards for elementary school outdoor play. The site features include many active amenities such as playground and picnic areas, walking paths, a baseball/softball field with soccer field overlay, a basketball court, a handball court, standard school ground court activities, and fitness stations. The passive amenities include an educational demonstration garden, picnic shelters, a restroom, lighting and signage, decorative fencing, an educational/community history mural wall, on-street parking and new street frontage landscape.

## Danny Wang

### Senior Landscape Designer

#### Education

BS, Landscape Architecture, 2006, California State Polytechnic University, Pomona

#### Registration

Registered Landscape Contractor #897552

#### Years of Experience

17

Danny is a landscape designer at DEA with 17 years of experience using AutoCAD, Adobe PhotoShop, and Adobe Illustrator to assist him in the production of construction documents. Danny has been involved in numerous aspects of landscape architecture including public parks, streetscapes, trails, residential, commercial development, and construction management.

#### **Standard and McFadden Park, Santa Ana, California**

DEA was provided a conceptual design of Standard and McFadden Park, a 2-acre neighborhood park in the city of Santa Ana, and is currently working to prepare final plans and construction administration. The design includes walkways, playground equipment, a skatepark, half-court basketball, a picnic area, a shade structure, a rock bioswale, California friendly plants, drip irrigation, low impact development drainage and lighting. Other amenities including a park entrance sign, benches, picnic tables, bike racks, and drinking fountains will also be provided. Danny provided landscape design.

#### **Memory Lane Park and Trailhead, Santa Ana, California**

Danny assisted with the final design for Memory Lane Park and Trailhead in the City of Santa Ana. With access to the Santa Ana River Trail, the pocket park includes a children's play area, fitness equipment, nature garden, trails, bike racks, equestrian hitching posts, picnic area, site furnishings, a dry creek bed with pedestrian bridge, signage, security lighting, and landscaping.

#### **Lagos De Moreno Park, Brea, California**

Danny assisted with the final design and construction documents for Lagos De Moreno Park in the City of Brea, located on the northerly-most end of Laurel Elementary School. The design was prepared as a joint-use City/School District project and meets DSA requirements. Some of the design features included playground areas for ages 2-5, and 5-12, with shade sails over the equipment, improvements to the hard court play area (while protecting and incorporating

existing mature trees), the addition of a new restroom building, park entrance improvements at three locations (alley, corner at Flower and Birch, and access from the school), one new shade structure, picnic areas, turf play area, planters, fencing improvements, ADA access / pedestrian circulation, parking, infrastructure improvements, site furnishings, signage, and park landscaping.

#### **The Tracks at Brea, Segment 3, Brea, California**

Danny assisted with the conceptual and final construction documents for a one mile segment of Class I meandering trail through an abandoned rail corridor in Brea. Segment 3 included work between Brea Boulevard and State College Boulevard, and incorporates both hard and soft surface trail, native plantings, site furnishings, and a lighted parking area. Future uses include a restroom building, splashpad, plaza space, community gardens, bioswale, fitness area and interpretive signage. The site underwent soil remediation efforts prior to the construction of the trail. Segment 3 is one of six segments planned for the four-mile trail that traverses from west to east across the city.

#### **Bryce Hanes Park, San Bernardino, California**

Danny served as landscape designer for the two acre Bryce Hanes Park in San Bernardino. The Proposition 84 park is located on a busy corner in an underserved neighborhood and includes many of the elements identified throughout the community input process, such as a water 'sprayground', a skate park, soccer field and open space play, picnic areas, a basketball court, signage, fitness area, a restroom, art in public places, and parking. Sustainable features include permeable paving, drought tolerant planting, solar lighting, 'Smart' irrigation techniques, recycled/recyclable materials and groundwater recharge.

#### **Ocotillo Park, Cathedral City, California**

Danny prepared the design documents, graphics, and cost estimates for Ocotillo Park. Working closely with the city appointed grant writer, DEA developed a plan for active recreation facilities while considering the incorporation of sustainable features such as recycled materials, the use of decorative rock and decomposed granite, 'Smart Irrigation' techniques, and drought tolerant plant material. The park featured playground and picnic areas, walking paths, a ball field with soccer field overlay, parking, plaza space and picnic shelters, in addition to fitness stations, a restroom, lighting and signage.

## Rachel Wells

### Landscape Designer

#### Education

BS, Landscape Architecture, 2019, California State Polytechnic University, Pomona

#### Years of Experience

4

Rachel Wells has four years of professional landscape design experience and has worked on a variety of land development projects ranging from parks, trails, streetscapes, and demonstration gardens. Additionally, Rachel has been involved with the design of several transportation projects ranging from single interchanges to expansive corridors.

#### **Standard and McFadden Park, Santa Ana, California**

DEA was provided a conceptual design of Standard and McFadden Park, a 2-acre neighborhood park in the city of Santa Ana, and is currently working to prepare final plans and construction administration. The design includes walkways, playground equipment, a skatepark, half-court basketball, a picnic area, a shade structure, a rock bioswale, California friendly plants, drip irrigation, low impact development drainage and lighting. Other amenities including a park entrance sign, benches, picnic tables, bike racks, and drinking fountains will also be provided. Rachel provided landscape design.

#### **Mariposa Park, Santa Ana, California**

Rachel provided drone imagery for Mariposa Park, a one-acre neighborhood park in the City of Santa Ana. The local residents requested that the park include a playground, a teaching area for active lifestyle classes and a community garden. The design includes walkways, playground equipment, a picnic area, a shade structure, a rock bioswale, California friendly plants, drip irrigation, low impact development drainage and lighting.

#### **Turf Removal and Demonstration Garden, Palm Springs, California**

DEA landscape architects provided conceptual design services for turf removal at the Palm Springs International Airport in California's Coachella Valley. Rachel is spearheading the design efforts for a 10,000 square foot demonstration garden immediately outside the main terminal for the airport. This garden will demonstrate water-saving alternatives to the traditional turf lawns for home and business owners alike. Various planting schemes will be demonstrated in the garden including wildflowers, native plants, pollination plants, edible plants, cacti, succulents,

spreading groundcovers, and synthetic turf. Inert materials of gravel and decomposed granite will delineate pathways for navigation through the garden.

#### **San Sevaine Bike Trail, Fontana, California**

Rachel has been assisting DEA's traffic engineers in the design of the San Sevaine Bike Trail in Fontana, California. Beginning at Banyan Avenue, this bike trail project runs southward along the western side of San Sevaine/Etiwanda Channel for about a mile and a half. After passing under both the 210 and I-15 freeways and across Victoria Street, the bike trail ends at the Pacific Electric Bike Trail. Streetscape and pedestrian connectivity improvements along Victoria Street are also a major part of this project Rachel has been assisting on. Simultaneously, Rachel has been working on the landscape design of the trailheads for this project. Close coordination with the cities of Rancho Cucamonga and Fontana were integral to achieve the desired landscape of native planting, rock blanket, permanent irrigation, and site amenities like benches, drinking fountains, and trash receptacles.

#### **Contemplation Garden, Claremont, California**

In addition to producing color conceptual plan graphics, Rachel assisted in the design of a contemplation garden at Harvey Mudd College in Claremont, California. DEA landscape architects worked with Harvey Mudd College to design a contemplative space for students to relax and unwind while on campus. The design includes drought tolerant, California friendly plants, large benches, a relaxing water feature, and small shade structure.

#### **Morningstar, Mission Viejo, California**

Rachel finalized the design and plan processing efforts for the Morningstar Senior Care Facility in the City of Mission Viejo.

#### **Railroad Canyon Interchange Wall Aesthetics, Lake Elsinore, California**

DEA landscape architects provided conceptual and final design for the I-15 / Railroad Canyon Road interchange in the city of Lake Elsinore which included planting and irrigation throughout the corridor. The design intent includes permanent planting in highly visible areas such as at on and off ramps. Meandering, colorful bands of planting and decorative hardscape will be installed during roadway construction. Rachel was involved in the interchange design and processing efforts for transportation art.

## Mark Oskorus, PE

### Lead Civil Engineer

#### Education

BS, Civil Engineering, 1996, California State University, Fullerton

#### Registration

Professional Civil Engineer, California (62159) 2001

#### Years of Experience

27

Mark has 27 years of experience in the civil engineering profession. He has successful hands-on design engineering experience on public works, education, commercial, and residential development projects. Mark has an extensive background in all aspects of computer technology as it relates to the civil engineering profession including grading, street, storm drain, sanitary sewer system, and water design, in addition to coordination with utility companies for relocation and installation of new wet and dry utilities.

#### **Standard and McFadden Park, Santa Ana, California**

DEA was provided a conceptual design of Standard and McFadden Park, a 2-acre neighborhood park in the city of Santa Ana, and is currently working to prepare final plans and construction administration. The design includes walkways, playground equipment, a skatepark, half-court basketball, a picnic area, a shade structure, a rock bioswale, California friendly plants, drip irrigation, low impact development drainage and lighting. Other amenities including a park entrance sign, benches, picnic tables, bike racks, and drinking fountains will also be provided. Mark is serving as lead civil engineer for this project.

#### **Mariposa Park, Santa Ana, California**

Mark served as lead civil engineer for Mariposa Park, a one-acre neighborhood park in the City of Santa Ana. The local residents requested that the park include a playground, a teaching area for active lifestyle classes and a community garden. The design includes walkways, playground equipment, a picnic area, a shade structure, a rock bioswale, California friendly plants, drip irrigation, low impact development drainage and lighting. Other amenities including a park entrance sign, interpretive signage, benches, picnic tables, bike racks, and drinking fountain were also provided in the design.

#### **Newport Village Park, Newport Beach, California**

DEA provided engineering services for this 12-acre, passive park site including a 120-space parking lot located behind the Newport Central Library. The site was contour-graded to maintain park features and

provide ADA pathway from the Library building to new parking lots and site facilities. Mark provided engineering support for this project.

#### **Santiago Creek Bike Trail, Orange, California**

As project engineer, Mark provided engineering support for the expansion of an existing regional bike trail from Tustin Street northerly to its terminus at the City of Villa Park southerly boundary. The trail includes over three miles of asphalt paving and dirt pathways, two pedestrian bridges crossing Santiago Creek, and coordination with Caltrans and the County of Orange for issuance of construction permits within their jurisdiction. The project was funded through Federal Transportation Enhancement Activities program funds, and included the preparation of technical studies for completion and approval of the National Environmental Policy Act /The California Environmental Quality Act (NEPA/CEQA) project environmental document.

#### **Santa Ana College Central Plant and Infrastructure /Quad Renovation, Santa Ana, California**

Mark led DEA's team providing civil engineering and survey services for the proposed Central Plant building and the campus-wide utility renovation and quad renovation for Santa Ana College campus. The project consisted of the demolition of four existing tennis courts and an existing adjacent facilities building, the design and construction of a new central plant building. Additionally, the project included the demolition and replacement of the campus-wide sewer, domestic water, fire, and storm drain utilities, including the construction of new utility laterals to all existing buildings. The scope of work also included the removal and replacement of approximately 5,000 lineal feet of sewer, 6,500 lineal feet of domestic water, 3,800 lineal feet of fire water systems and 5,000 lineal feet of storm drain. The new storm drain includes approximately 56,000 cubic feet (419,000 gallons) of overflow storage capacity in the proposed amphitheater in the event storm events exceed anticipated flows and the downstream detention basins become overloaded.

## Becka Brien, PE Civil Engineer

### Education

BS, Civil Engineering, 2016, Portland State University

### Registration

EIT, Engineer-in-Training, Oregon, 17-249-12, 2017

PE, Professional Engineer, Texas (140829), 2021

### Years of Experience

7

Becka is an experienced leader and decision maker equipped with the finesse to effectively communicate with a wide variety of personality types. She has keen ability to troubleshoot and problem-solve in fast paced environments. Dependable, driven, energetic, articulate, and highly self-motivated.

### Sycamore Hills, Upland, California

Beck assisted with final design including onsite precise grading and details for the structural walls. Sycamore Hills will feature an upscale neighborhood shopping center, amenity complex, county sports park and plenty of sidewalks and open spaces. DEA's tasks included mapping, survey, final engineering, and signing plans.

### MGA Campus, Los Angeles, California

Becka served as civil designer of the grading and storm drain utilities for the parking lot along the south side of the project. She also assisted with final onsite grading and coordination of RFI's. Additionally, Becka completed and indexed street light plans. DEA master planned the MGA Campus which is the Valley's first live-work-play community, on the under-utilized 24-acre site of a former Los Angeles Times printing facility in Chatsworth. The anchor tenant is MGA Entertainment, a consumer entertainment products company. 24 will be home to MGA's new corporate headquarters. Other tenants will offer dining and retail options; the site will also include creative office space and world-class amenities for the residents. The 24 acres will include the 255,000-square-foot existing building; four new apartment buildings totaling 660 units; 14,000 square feet of retail/dining; a transit plaza; and extensive, community-oriented green space. The landscaping will include a dog park, community gardens, two pool plazas and a sports park. There will be a walking trail weaving through the entire perimeter, serving as promenade and an exercise path. The landscape's canopy trees, native shrubs and drought-tolerant grasses connect the campus to the surrounding natural landscape.

## Robyn Katherman, EIT Engineering Designer

### Education

BS, Civil Engineering, 2014, California State University

### Registration

Engineer-in-Training, CA, 2016

### Years of Experience

9

Robyn is an engineer designer with nine years of experience in land development. She specializes in residential and commercial developments and has been involved in everything from planning to construction. Robyn has experience with grading plans, erosion control plans, street improvement plans, utility plans, hydrology/water quality reports, tentative and final maps, as well as client and City coordination and permit processing

### Standard and McFadden Park, Santa Ana, California

DEA was provided a conceptual design of Standard and McFadden Park, a 2-acre neighborhood park in the city of Santa Ana, and is currently working to prepare final plans and construction administration. The design includes walkways, playground equipment, a skatepark, half-court basketball, a picnic area, a shade structure, a rock bioswale, California friendly plants, drip irrigation, low impact development drainage and lighting.

### Moreton Place, Glendora, California

An abandoned office building and a warehouse was converted to 40 single family homes. Provided grading plans/design, water plans/design, LID/hydrology reports, storm drain plans, street plans, sales trailer plans, construction RFI's, client and city coordination.

### Orange Grove, Los Angeles, California

Provided Final Map, rough grading plan, precise grading plan, LID report, erosion control plan, utility plan, b-permit plan, client and city coordination, and permit processing services for a new 61 unit 5-story multi-family building including two levels of sub-grade parking.

### Reeves, Los Angeles, California

A new 25 unit 4-story residential hillside development over 1 level of subterranean parking and a roof deck. Services provided include Final Map, rough grading plan, precise grading plan, LID report, erosion control plan, utility plan, b-permit plan, permit processing, client and city coordination.

## Rebecca Kinney, PE, CFM

### Water Quality Engineer

#### Education

BS, Civil Engineering, California State Polytechnic University, San Luis Obispo, 1995

#### Registration

Professional Civil Engineer, California (58797), 1999

Certified Floodplain Manager, US-19-11256

#### Years of Experience

27

Rebecca has 27 years of experience in all phases of stormwater management projects including planning, design, and construction. Her recent experience has focused on development of Master Plans of drainage, including storm drainage facility sizing, stormwater NPDES compliance, stream stability, and floodplain management. Her planning experience includes large master planned communities, municipal planning, and supporting hydrologic and stormwater quality analysis as a basis for CEQA documentation. Rebecca has prepared Water Quality Management Plans, Stormwater Pollution Prevention Plans, and CEQA water quality technical studies. She is experienced in channel restoration design work including hydrologic and hydraulic modeling and PS&E work. She has also served as a regulatory agent for the application of 404 Corps of Engineers, 401 California Regional Water Quality Control Board, and 1601/1603 California of Department of Fish and Game permits.

#### Irvine Regional Park, Orange County, California

Rebecca served as Task Manager and was responsible for the oversight of the hydrology and 2-dimensional hydraulics for the design of new storm drain and detention basins to mitigate impacts associated with flooding from offsite areas and provide water quality treatment.

#### Santa Ana Storm Drain Master Plan, Santa Ana, California

Served as project manager for the update to the City's storm drain master plan. The City has an established drainage system with some segments over 50 years old and other segments recently constructed. The project analyzed the main line drainage system and prepared a hydrology study along with maps for the entire city boundary and for individual sub-areas for 2-, 10-, 25-, and 100-year storm events. The capacity of the existing storm drainage was evaluated to determine system capacity sufficiency using a hydrodynamic hydraulic model. A comprehensive list of needed storm drainage improvements using the coupled 1D/2D XP-SWMM hydrodynamic model.

#### On-Call Plan Check of Preliminary and Final Water Quality Management Plans, Riverside County, California

Served as technical lead for an On-Call Plan Check contract that provided assistance for Hydrology Reports and Water Quality Management Plan (WQMP) reviews for the Riverside County Transportation Department (RCTD) both for New Development and Significant Redevelopment projects. Tasks included reviewing WQMP submitted for both public and private developments and projects within all three of the principal watersheds in the County to ensure RCTD was in compliance with the County's NPDES MS4 Permit.

#### Rancho Mission Viejo Runoff Master Plans and Drainage Design, Rancho Mission Viejo, California

Served as project manager for the preparation of two Runoff Master Plans, the Ranch and Drainage Facility Design for PA-2 and PA-3, including Cow Camp Road. The runoff management plans are an integrated planning document that employs specialists from traditional and innovative hydrology and hydraulics, advanced sediment transport, GIS, and storm water quality. The plan includes complex hydrology models of the San Juan Creek Watershed, including Gobernadora Canyon, channel hydraulics and sediment transport, water quality and regional flood control basin preliminary design and storm drain master planning.

# APPENDIX B

# FORMS

**Appendix**  
**ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT**  
**CERTIFICATIONS**

NON-COLLUSION AFFIDAVIT  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the proposer has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

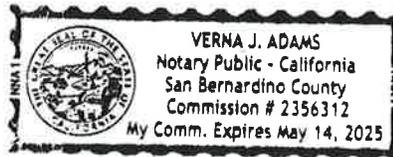
Note: The above Non-collusion Affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Proposer are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed Kim S. Rhodes

State of California  
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 21st day of February, 2023, by Kim S. Rhodes, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Verna J. Adams  
Notary Public Signature



Notary Public Seal

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**Appendix**  
**ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION**  
**CERTIFICATIONS**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm David Evans and Associates, Inc.

Signed and Printed Name: Kim S. Rhodes Kim S. Rhodes

Title Vice President

Date 2/21/23

**Appendix**  
**ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION**  
**CERTIFICATIONS**

The undersigned consultant or corporate officer (“Consultant”), during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without, regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Consultant’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant’s non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: Kim S. Rhodes  
Title: Vice President  
Firm: David Evans and Associates, Inc.  
Date: 2/21/23

# APPENDIX C SUBCONSULTANT'S COMPREHENSIVE SCOPE OF WORK



February 22, 2023  
(P23-121)

Kim Rhodes, PLA  
Vice President/Landscape Architecture Practice Leader  
David Evans and Associates, Inc.  
Via email: [ksr@deainc.com](mailto:ksr@deainc.com)

**Subject: Proposal for Environmental Services for the 10<sup>th</sup> and Flower Park Project, City of Santa Ana, California**

Dear Kim:

ECORP Consulting, Inc. (ECORP) is pleased to submit this proposal to provide environmental services for the project mentioned above. This proposal presents ECORP's proposed technical approach, schedule, and cost to complete these environmental services. We have assumed that DEA will provide the Traffic Impact Analysis for our use in the CEQA document. We have also assumed that the City will provide the Phase I ESA separately.

The project would be subject to the California Environmental Quality Act (CEQA). Based on our experience with parks projects and the resources in the City of Santa Ana, we have assumed that the appropriate environmental document would be an Initial Study/Mitigated Negative Declaration (IS/MND) with supporting technical studies. ECORP's scope of work, cost, and schedule for these services are provided below.

## **SCOPE OF WORK**

ECORP will prepare the CEQA IS/MND and supporting technical studies for biological resources and cultural resources. Models for air quality/greenhouse gas, noise, and energy will be conducted and the results will be included within the IS/MND with supporting modeling data appended to the IS/MND. ECORP has assumed that the analysis in the technical studies and models will not identify any unavoidable significant impacts, and that an IS/MND will be the appropriate CEQA document. ECORP will prepare an Administrative Draft, Draft, Administrative Final and Final IS/MND for the project and will prepare and file the Notice of Intent and Notice of Determination with the State Clearinghouse and Orange County Clerk. ECORP will also mail the NOI to up to 20 addresses and arrange for publication in one local newspaper.

ECORP will assist the City with government-to-government consultation with California Native American tribes under Assembly Bill 52 (AB 52) through drafting notification letters and documentation of the consultation process.

## SCHEDULE

We propose to prepare the Administrative Draft IS/MND concurrently with the technical studies to stay on schedule. The technical studies will need to be completed prior to the Draft IS/MND being completed and the start of the 30-day public review period. Please note that delays associated with COVID-19 may occur as it pertains to acquiring cultural records search requests from the South Central Coastal Information Center located at the California State University, Fullerton campus.

Tasks	Time Frame for Completion
Task 1 – Air Quality and Greenhouse Gas Emissions Analysis	7 weeks from receipt of requested data
Task 2 – Biological Technical Memorandum	7 weeks from receipt of requested data
Task 3 – Cultural Resources Inventory	12 weeks from receipt of requested data <sup>1</sup>
Task 4 – AB 52 Consultation	Ongoing, must be completed before Final IS/MND is adopted by the City
Task 5 – Energy Consumption Analysis	7 weeks from receipt of requested data
Task 6 – Noise Impact Assessment	7 weeks from receipt of requested data
Task 7A – Administrative Draft IS/MND	13 weeks from receipt of project description and completed site plan
City Review	2 weeks
Task 9B – Prepare and Distribute Draft IS/MND and Notices	2 weeks from receipt of City comments
Public/Agency Review	30 calendar days
Task 9C – Administrative Final IS/MND, MMRP, and Notice of Determination	3 weeks from end of public review period
City Review	2 weeks
Task 9D – Final IS/MND, MMRP, and Notice of Determination	1 week from receipt of City comments
Notice of Determination	Filed with the Orange County Clerk within 5 business days of MND adoption

Notes: 1 = Please note that delays associated with COVID-19 may occur as it pertains to acquiring cultural records search requests from the SCCIC. As a result, the schedule of completion of work under this task may be affected. ECorp will keep the Client apprised of any schedule implications as they become known, but will not be held responsible for delays to the project as a result of Information Center closures or delays.

## **Bidding Assumptions**

- ◆ Schedule estimates are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. ECORP will perform the services and accomplish the objectives within the presented costs and schedule. However, if the scope of work or schedule changes, ECORP will offer separate proposals for any out-of-scope work.
- ◆ ECORP assumes that, by receipt of notice to proceed, full access to the property will be provided by the City, including keys to locked gates and advance notice to existing property tenants of our right of entry.
- ◆ ECORP shall not be held responsible for work delays or cancellations caused by strikes, accidents, acts of God, delays imposed by the Client, the COVID-19 pandemic, or other delays beyond the control of ECORP.
- ◆ It is assumed that ECORP can use and rely on the data and information contained in the project related documents provided by the Client. ECORP will not perform a technical review of these documents, and will not be responsible for the content or accuracy of these studies.
- ◆ This cost is valid for a period of 90 days from the date of this the proposal. Beyond 90 days, ECORP reserves the right to reevaluate the cost.
- ◆ Expert Witness Testimony, including Depositions, is billed on a time-and-materials basis at time and a half.
- ◆ ECORP Consulting, Inc. has not been delegated authority under applicable state or federal law to carry out government-to-government consultation with Native American tribes and ECORP cannot guarantee a favorable outcome of tribal consultation.
- ◆ This scope does not include costs for consultation with regulatory agencies including, but not limited to, the State Historic Preservation Office California Department of Fish and Wildlife, or US Fish and Wildlife Service, or participation by tribal monitors in fieldwork,
- ◆ The scope and cost assumes one round of comments per version of each document and electronic submittal of documents. We have assumed 5 comment letters on the Draft IS/MND with approximately 4 comments each (approx. 20 comments total).
- ◆ ECORP Consulting, Inc. assumes that the Project description will not change during the Project. Changes to the Project description may affect cost and schedule.

- ◆ Cultural resources location information is exempt from the California Public Records Act and Freedom of Information Act, and therefore, reports that include site location information are considered confidential and are not intended for public distribution.
- ◆ For costing purposes, ECORP assumes that no cultural resources will be encountered during the field survey. A separate scope and cost will be prepared for recording of any resources and evaluation of eligibility to be included in the California Register of Historical Resources (CRHR) or the National Register of Historic Places (NRHP) based on the level of effort required.

Thank you for the opportunity to submit this proposal. If you have any questions regarding this proposal, please contact me at (909) 304-0046 or via email at [asurdzial@ecorpconsulting.com](mailto:asurdzial@ecorpconsulting.com).

Sincerely,

**ECORP Consulting, Inc.**



Anne Surdzial, AICP  
Vice President/Director of CEQA/NEPA Services



CONSTRUCTION | MAPPING | GIS | SCANNING | 3D MODELING

**ATTN: Mark Oskorus**  
**David Evans and Associates, Inc.**  
**17542 E 17th Street, Suite 150 | Tustin, CA, 92780**

## **Boundary/Topographic Survey – Santa Ana Project- 10th ST & Flower St**

Meyer Land Surveying thanks you for taking the time to consider our proposal to provide you with a boundary and topographic survey on your property.

### **SCOPE OF WORK (Recover or set monument corners/Topographical Survey)**

#### **Survey**

- Streets station on 25' O.C
- NG/GS within project limits (25' grid)
- Locate trees with diameters within project limits
- Locate driveways along Garnsey St
- Locate all above ground structures within project limits
- Locate all above ground utilities within project limits
- Locate all storm drain inlets within project limits
- Locate Sidewalk drain along Flower St
- Locate Fence on southerly edge of project
- Establish boundary for topography
- Deliver in CAD
- Excludes ROS (if it becomes needed)
- Excludes below ground utility may be done by ASA and CO



CONSTRUCTION | MAPPING | GIS | SCANNING | 3D MODELING

**Assumptions and Exclusions:**

- This Proposal Excludes anything not Expressly Stated.
- **If sufficient monuments are not found per record, additional cost will apply.**
- Support documents requested from the client *may* include a Preliminary Title Report, in order that the Topographical Survey depict any easements which may exist on the property and can only be known to Meyer Land Surveying from title documents provided by a client selected Title Insurance Company. The owner of the parcel may have an adequate copy of a Preliminary Title Report or Title Policy acquired during the purchase of the property.
- Proposal pricing is good for 90 days from date above.
- Does not include Agency fees, including Application or filing fees, which are typically required by the jurisdiction in the case of Corner Record or Record of Survey submittals. (As of the date of this proposal, the County of San Bernardino has a Corner Record submittal fee of \$18.00, and a Record of Survey submittal fee of \$555.00, to be provided by the client/owner)
- All costs in excess of the proposed amount must be agreed upon by the client prior to the commencement of additional services.

Thank you for taking the time to review our proposal. We always welcome the opportunity to participate in exciting projects and appreciate your invitation to bid.

Sincerely,

Meyer Land Surveying

Office (760) 284-1677

Cell (760) 485-8296

[rfp@meyerlandsurveying.com](mailto:rfp@meyerlandsurveying.com)

[www.meyerlandsurveying.com](http://www.meyerlandsurveying.com)



## **PROPOSAL FOR DESIGN SERVICES**

10<sup>TH</sup> AND FLOWER PARK – SKATEPARK

DAVID EVANS AND ASSOCIATES, INC. | CITY OF SANTA ANA, CALIFORNIA

FEBRUARY 13, 2023

# EXHIBIT A – SCOPE OF WORK

## PROJECT DESCRIPTION

David Evans and Associates, Inc. (Client) in collaboration with the City of Santa Ana seeks professional design services for the development of a concrete skatepark at 10<sup>th</sup> and Flower Park in Santa Ana, California.

## PHASE 1 – DESIGN DEVELOPMENT

**Task 1.1 Project Kick-Off Meeting** – Spohn Ranch and the Client will kick-off the project via an in-person or virtual meeting. We will review the project goals, project schedule and points of coordination.

- Task 1.1 Deliverable
  - Meeting Minutes (PDF)

**Task 1.2 Information Gathering & Review** – During the Project Kick-Off Meeting, Spohn Ranch and the Client will take stock of existing site data, studies and any other information pertinent to the project and project site. We will review existing information and work with the Client to collect additional information as necessary. The site information typically required to begin design work is as follows:

- Site survey (AutoCAD)
- As-built drawings
- Geotechnical report
- Any master plan design work or future improvements planned for the site
- Any local, state or federal design requirements

**Task 1.3 Site Walkthrough** – Spohn Ranch and the Client will conduct a site walkthrough to review existing conditions, photograph the site and discuss opportunities and constraints.

- Task 1.3 Deliverable
  - Walkthrough Minutes (PDF)

**Task 1.4 75% Design Development** – Incorporating feedback from the Project Kick-Off Meeting, Spohn Ranch will prepare a conceptual design. Conceptual design will address footprint, access, circulation, spacing, elevations and terrain sections, but not detail the specific dimensions of every obstacle.

- Task 1.4 Deliverable
  - 3D Renderings (JPEG)
  - Labeled & Scaled 2D Site Plan (PDF)
  - Construction Cost Estimate (PDF)
  - 2D Base (AutoCAD)

**Task 1.5 75% Design Development Review Meeting** – Spohn Ranch will lead a virtual meeting with the Client and other relevant stakeholders to present the conceptual design and solicit feedback.

- Task 1.5 Deliverable
  - Meeting Minutes (PDF)



SPOHN RANCH, INC.  
P 626-330-5803  
F 626-330-5503  
W SPOHNRANCH.COM  
E INFO@SPOHNRANCH  
6824 S CENTINELA AVE.  
LOS ANGELES, CA 90230

**LET'S ROLL.**



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LOS ANGELES, CA 90230

**LET'S ROLL.**

**Task 1.6 100% Design Development** – Incorporating feedback from the 75% Design Development Review Meeting, Spohn Ranch will refine the conceptual design to a 100% Design Development level.

- Task 1.6 Deliverable
  - 3D Renderings (JPEG)
  - Labeled & Scaled 2D Site Plan (PDF)
  - Construction Cost Estimate (PDF)
  - 2D Base (AutoCAD)

## **PHASE 2 – CONSTRUCTION DOCUMENTS**

**Task 2.1 Construction Documents Kick-Off Meeting** – Spohn Ranch will lead a virtual meeting with the Client to review 100% Design Development, special requirements and points of coordination.

- Task 2.1 Deliverable
  - Meeting Minutes (PDF)

**Task 2.2 90% Construction Documents** – Spohn Ranch will prepare professional construction documents detailing the skatepark-specific site improvements.

- Task 2.2 Deliverable (PDF & AutoCAD)
  - Information Plan
  - 3D Perspective
  - Layout Plan
  - Steel Plan
  - Jointing Plan
  - Grading & Drainage Plan
  - Sections
  - Construction Details
  - Technical Specifications

The Client will provide a title block and site base in AutoCAD format. Spohn Ranch will coordinate with the Client on other aspects of the construction documents such as access pathways, landscaping, etc.

**Task 2.3 90% Construction Documents Review Meeting** – The Client will review the 90% Construction Documents submittal and prepare redline comments. Spohn Ranch will lead a virtual meeting with the Client to review the redline comments and identify actions necessary to address the comments.

- Task 2.3 Deliverable
  - Meeting Minutes (PDF)

**Task 2.4 100% Construction Documents** – Spohn Ranch will incorporate feedback from the 90% Construction Documents Review Meeting and prepare a 100% Construction Documents submittal sealed by a CA-licensed structural engineer.

- Task 2.4 Deliverable
  - 100% Construction Documents (PDF & AutoCAD)



# Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

February 16, 2023

Revised: February 21, 2023

Mr. Mark S. Oskorus, PE, QSP  
Project Manager, Land Development  
David Evans and Associates, Inc.  
17782 East 17th Street, Suite 200  
Tustin, California 92780

Subject: **PROPOSAL TO PREPARE A GEOTECHNICAL INVESTIGATION AND  
WATER PERCOLATION TEST REPORT**

**10<sup>th</sup> and Flower Park**

Southeast corner of 10<sup>th</sup> Street and Flower Street  
City of Santa Ana, Orange County, California  
Converse Project No. 23-32-103-00 (01)

Dear Mr. Oskorus:

Converse Consultants (Converse) appreciates the opportunity to be a part of your team to prepare a geotechnical investigation and water percolation test report to assist with the design of the proposed 10<sup>th</sup> and Flower Park at the above referenced site.

In preparation of this proposal, we performed the following.

- Reviewed the Request for Proposals (RFP No. 22-124) for Landscape Architectural Design Services for 10<sup>th</sup> and Flower Park issued by the City of Santa Ana Public Works Agency, dated January 27, 2023.
- Reviewed the information you transmitted to us via email on February 1, 2023.

## **SITE/PROJECT DESCRIPTION**

The proposed new park at 10<sup>th</sup> and Flower Streets will be a new 0.65-acre neighborhood park located at the southeast corner of 10<sup>th</sup> Street and Flower Street, City of Santa Ana, California, just north of Civic Center Blvd. The intent of this park is to provide the local community with access to open space, exercise, and recreation facilities. Based on input from the local community, the project will include, but is not limited to, the following project components:

- Park concept plan
- Playground Area, with rubberized play surface
- Exercise Area
- Canvas shade structures
- Turf play area
- Site lighting (new electrical service)
- Water wise landscaping, with shade trees
- Automated irrigation system (new water service)
- Site Furnishings (benches, bike racks, trash receptacles, drinking fountain, picnic tables)
- Park monument sign
- Feasibility study to incorporate Garnsey Avenue ROW into project
- Perimeter ROW improvements
- WQMP, as applicable

- Potential features may include A skateboard court, basketball court and pedestrian bridge
- Demolition of Garnsey Avenue

The site is currently comprised of six separate parcels (APN's 005-142-34, 005-142-35, 005-142-47, 005-142-48, 005-142-49, 005-142-58). The six lots are currently identified as Low-Density Residential (LR-7) land use and zoned Professional (P). They are all currently vacant dirt areas.

## SCOPE OF SERVICES

Our scope of work will include the following tasks.

### Task 1: Project Set-up

As part of the project set-up, personnel from our office will conduct the following.

- Perform a site reconnaissance to verify existing conditions.
- Review existing geology/geotechnical reports for properties in the vicinity.
- Stake/mark the boring locations in the field so that drill rig access to all the locations is available. **In case, the site has existing underground utilities, a representative from the city MUST clear the boring locations, Converse will not be liable for damage to any unmarked utility.**
- Notify Underground Service Alert (USA) at least 48 hours prior to field exploration to clear the boring locations of any conflict with existing underground utilities.

### Task 2: Subsurface Exploration

Our subsurface exploration will consist of drilling exploratory borings. The purpose of the borings will be to:

- Obtain subsurface information at the site.
- Obtain undisturbed and bulk samples of the various soil types for laboratory testing.
- Record depth to bedrock or groundwater (if encountered).

We will drill 6 borings between 5.0 and 30.0 feet below existing ground surface (bgs) within the project site. If refusal is encountered before the planned depths are reached, the borings will be terminated at that depth.

The borings will be drilled with a truck-mounted (CME 75 or equivalent) rig equipped with an 8-inch diameter hollow-stem auger for soil sampling. Relatively undisturbed ring and bulk samples of the subsurface soils will be obtained at frequent intervals in the borings. The undisturbed samples will be obtained with a California Modified Sampler (2.4-inch inside diameter and 3.0-inch outside diameter) lined with thin sample rings. The soil will be retained in brass rings (2.4 inches in diameter and 1.0 inch in height). The central portion of the sample will be retained and carefully sealed in waterproof plastic containers for shipment to our laboratory. Bulk soil samples will be collected in plastic bags and brought to our laboratory. Borings will be backfilled with soil cuttings.

The mechanically driven hammer for the sampler is 140 pounds, falling 30 inches for each blow. The number of successive drops of the driving weight ("blows") required for each six inches of penetration will be shown on the boring log.



The borings will be backfilled with cement grout (if ground water is encountered) and soils cuttings and compacted by pushing down with augers. Where asphalt concrete is penetrated, the surface will be patched with cold mixed asphalt concrete. It is possible the surface may settle over time. If construction is delayed, we recommend the owner monitor the boring site and backfill any settlement or depression that might occur or provide protection around the area of the boring locations to prevent trip and fall injuries from occurring near the area of any potential settlement.

#### Environmental Analytical Testing for Soil Sample

One composite soil sample from the excess soil cuttings will be submitted to a California ELAP certified laboratory under chain-of-custody control. All sample analyses will be conducted on a standard turnaround time. The samples will be analyzed as follows:

- *EPA 8015M – TPH carbon chain speciation*
- *EPA 8260 – VOCs and Oxygenates*
- *EPA 8270 – SVOCs*
- *EPA 8082 – PCBs*
- *EPA 8081A – OCPs*
- *EPA 6010B – Title 22 metals (TTLC)*

#### Waste Disposal

All excess soil cuttings will be contained in five (5) drums. The drums will be temporarily stored on the site away from drainage areas and secured from unauthorized entry until laboratory analytical results are received. The waste will be profiled for the most cost-effective disposal or recycling option. For budgeting purposes, we have assumed five (5) drums of waste will need to be transported and disposed of as non-hazardous waste.

Converse will be responsible for the preparation of waste manifests, and for arranging for proper transportation and disposal of the waste. A Client representative will be responsible for signing the manifests as the Generator. Copies of the manifest will be provided.

#### **Task 3: Percolation Testing**

The purpose of the Infiltration test will be to obtain water infiltration rate of the surface soils at the location of surface runoff discharge.

We will conduct infiltration testing at one location. The depth of the infiltration test will be at 10.0 feet bgs.

A 2-inch diameter perforated PVC pipe will be installed inside the boring. The pipe will be secured in the borehole and pea gravel filter pack will be poured down the borehole to surround the pipe casing and hole bottom. Water will be added to the borehole until the water level is as near the ground surface as can be achieved and allowed to pre-soak.

#### Pre-Soaking

Pre-soaking will be done by inundating the borehole with water for at least one hour.



### Test Procedure

After presoak, the borehole will be filled with water to 12 inches above the bottom and the drop in water level in the borehole shall be observed. The following 2 conditions are utilized to determine the time interval between readings.

- If water remains in the hole after 10 minutes but drains before 30 minutes, the time interval between readings shall be 10 minutes.
- If water remains in the hole after 30 minutes, the time interval between readings shall be 30 minutes.

After completion of presoak, the borehole shall be inundated to a level less than or equal to the presoak depth. For each successive infiltration test reading, the starting water level must be at this initial water depth.

A sounder shall be utilized to determine the water level during each test. All measurements of water level shall be taken to the nearest 1/8-inch increment. Infiltration test readings shall be conducted a minimum of eight times, or when a stabilized rate of drop has been obtained, whichever occurs first. A stabilized rate is defined as when the highest and lowest readings of three consecutive infiltration tests are within 10 percent of each other. The average of the stabilized rate over the last 3 consecutive test readings shall be used as the pre-adjusted infiltration rate.

Attempts will be made to remove the pipe from the borings. If the attempts fail, the pipe will be abandoned in place and the hole backfilled with soil cuttings.

### **Task 4: Laboratory Testing**

Laboratory testing will include, but may not be limited to, the following.

- In-situ moisture and dry density
- Soils corrosivity
- R-value
- Collapse
- Expansion Index
- Sieve analysis
- Maximum density
- Direct shear

### **Task 5: Engineering Analyses and Report Preparation**

Data obtained from the borings and the laboratory testing program will be evaluated. Engineering analyses will be performed to develop design and construction recommendations that will be presented in a geotechnical investigation report. The report will include the following items:

- Project description.
- Site description.
- Discussion on the field procedure used in the investigation.
- A discussion of the materials encountered in the borings and their measured engineering properties.
- Logs of the exploratory borings summarizing the subsurface conditions encountered, and a plan indicating the locations of the explorations.



- Depth to groundwater (if encountered) and its impact on the proposed development.
- Discussion on the laboratory tests result.
- Water percolation rates.
- Faulting and seismicity.
- Design seismic coefficient based on the 2022 CBC.
- Discussion of the secondary effects of earthquakes.
- Grading recommendations, including removal of unsuitable soils.
- Shrinkage and subsidence coefficients.
- Excavatability of site soils.
- Structural backfill recommendations.
- Soils bearing pressure for shallow foundation design.
- Static and seismic lateral earth pressures.
- Light pole foundation recommendation
- Asphalt and cement concrete pavement design.

### **SCHEDULE/DELIVERABLES**

We will initiate our scope of work within approximately one week after notice to proceed is received, although it is subject to receiving permit, driller availability, weather, and other factors beyond Converse's control. One day will be required to complete the fieldwork.

A PDF copy of the report will be issued within 4 weeks after field work is completed. Hard copies of the report can be provided upon the client's request.





DAVID EVANS  
AND ASSOCIATES INC.

[www.deainc.com](http://www.deainc.com)

# EXHIBIT C

**City of Santa Ana  
10th and Flower Park  
Project Fee Schedule**

Task & Description		PM/LA \$185	LA/QA \$200	SID \$155	SLD \$155	LCAD \$125	PME \$230	CQA \$225	PE \$200	ENG \$180	HYDENG \$225	CCORD \$130	ADM \$130	SVY LS	EE LS	GEO LS	ENV LS	SPOHN LS	Total \$	Reim. \$
A	Project Coordination	30					6						4						\$ 7,450	\$ 100
B	Records Research	4		4			2			4		4	2						\$ 3,320	\$ 100
C.1	Conceptual Plan (30%), 3D Exhibit / Final Schedule	24	4	4		50	4			12								\$ 8,500	\$ 23,690	\$ 250
C.2	Preliminary Hydrology and Hydraulics Analysis	1					2	4		8	40	4	2						\$ 12,765	\$ 100
D	Topographic Survey	1					2							\$ 11,500					\$ 12,145	\$ 200
E	Preliminary WQMP	1					2	4	40	16			2						\$ 12,685	\$ 100
F	Public Outreach and Project Meetings	16	12			24													\$ 8,360	\$ 500
G	Utility Coordination	2					2	2		8		4	4						\$ 3,760	\$ 100
H	Environmental (TBD)	6	3				6											\$ 58,900	\$ 61,990	\$ 200
<b>Final Construction Documents (90%-100%)</b>																				
I.1	Geotechnical Investigation and Report	1					2						2			\$ 20,275			\$ 21,180	\$ 500
I.2	Horizontal Control Plans	2					1	4	6	16			2						\$ 5,840	\$ 100
I.3	Grading and Drainage Plans	4					6	6	16	48			2						\$ 15,570	\$ 100
I.4	Composite Storm Drain, Sewer and Water Plan	2					2	4	16	40			2						\$ 12,390	\$ 100
I.5	Erosion Control Plan	2					1	1	1	8			2						\$ 2,725	\$ 100
I.6	Final Water Quality Management Plan	1					2	4	24	16			4						\$ 9,745	\$ 100
J.1	Site Construction Plan	40	8			90							2						\$ 20,510	\$ 100
J.2	Planting Plan	16	4			60													\$ 11,260	\$ 100
J.3	Irrigation Plan	4		120									2						\$ 19,600	\$ 100
J.4	Skate Park Plan	4	1															\$ 9,500	\$ 10,440	\$ 100
J.5	Landscape Construction Details	20	10			80													\$ 15,700	\$ 100
J.6	Final Color Rendering	4	1			32													\$ 4,940	\$ 100
K	Electrical Plans	6	1												\$ 13,900				\$ 15,210	\$ 100
L.1	Final Construction Documents	8					4	8	8	16									\$ 8,680	\$ 100
L.2	Technical Specifications	16	6	12			8	4				4	6						\$ 10,060	\$ 100
L.3	Final Opinion of Probable Cost	12	2	8			1	2		8									\$ 5,980	\$ 100
L.4	Plan Submittals, Approval Process, and Permitting	16		12		40	4	4	8			2	2						\$ 13,760	\$ 300
<b>Optional Tasks / Construction</b>																				
M.1	Bid Advertisement	8					8												\$ 3,320	\$ 150
M.2	Construction Administration	20		8			16			8			6						\$ 10,840	\$ 1,000
M.3	As Built Plans	4				16	2	4		8									\$ 5,540	\$ 250

**Total (excluding optional tasks)                    \$ 272,855    \$ 3,950**  
 Optional Task Environmental                    \$ 58,900  
 Optional Task Skatepark                        \$ 18,000  
 Optional Tasks (M.1 - M.3)                    \$ 19,700    \$ 1,400

**Legend:**  
 PM/LA=Project Manager Landscape Architect, LA/QA - Senior Landscape Architect / Quality Assurance, SID=Senior Irrigation Designer, SLD=Senior Landscape Designer, LCAD=Landscape CAD, PME= Project Manager Engineering, CQA=Civil Quality Assurance, PE=Professional Engineer, ENG=Engineer, HYDENG=Hydrology Engineer, CCORD=Civil Coordinator, ADM=Administrative, SVY=Survey, GEO= Geotechnical Engineer, EE=Electrical Engineer, SPOHN=Skatepark Designer, ENV=Environmental

Please note that scope and fee are negotiable.  
 Reimbursables included for budgetary purposes only.  
 Colored areas are not included in the total but are shown as optional.



# EXHIBIT D

## FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including, but not limited to, the federal contract provisions in this Exhibit.

### 1. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Contract Documents include remedies for breach and termination for cause and convenience.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: If this Agreement meets the definition of a “federal assisted construction contract” in 41 CFR § 60-1.3, Consultant agrees as follows during the performance of this Agreement:

(i) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(iv) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the City so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Consultant and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction

contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee) for this project; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act: Not applicable to this Agreement since it is funded by CSLFRF.

(d) Appendix II to Part 200 (D) – Copeland “Antti-Kickback” Act: Not applicable to this Agreement since it is funded by CSLFRF.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Consultant, such sums as may be determined to be necessary to satisfy any liabilities of Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

(iv) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The

Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Consultant wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Consultant must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency..

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act:

(i) Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

(h) Appendix II to Part 200 (H) – Debarment and Suspension:

(i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this Agreement are not debarred, disqualified,

or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this Agreement.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iv) The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications

Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(l) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Consultant shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

(ii) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **2. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

(a) Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

(c) Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the City.

### **3. COMPLIANCE WITH U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS**

(a) Maintenance of and Access to Records. Consultant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Consultant agrees to provide the City, Treasury Office of Inspector General and the Government Accountability Office, or any of their authorized representatives access to any books, documents, papers, and records (electronic and otherwise) of the Consultant which are directly pertinent to this Agreement for the purposes of conducting audits or other investigations. Records shall be maintained by Consultant for a period of five (5) years after completion of the Project.

(b) Compliance with Federal Regulations. Consultant agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Consultant also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including, without limitation, the following:

(i) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

(ii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

(iii) OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

(iv) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

(v) Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

(vi) New Restrictions on Lobbying, 31 C.F.R. Part 21.

(vii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

(c) Compliance with Federal Statutes and Regulations Prohibiting Discrimination. Consultant agrees to comply with statutes and regulations prohibiting discrimination applicable to the CSLFRF program including, without limitation, the following:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

(ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

(iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

(iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

(v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

(d) False Statements. Consultant understands that making false statements or claims in connection with the CSLFRF program is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

(e) Protections for Whistleblowers.

(i) In accordance with 41 U.S.C. § 4712, Consultant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(ii) The list of persons and entities referenced in the paragraph above includes the following:

- Congress;
- (1) A member of Congress or a representative of a committee of Congress;
  - (2) An Inspector General;
  - (3) The Government Accountability Office;

(4) A Treasury employee responsible for contract or grant oversight or management;

(5) An authorized official of the Department of Justice or other law enforcement agency;

(6) A court or grand jury; or

(7) A management official or other employee of Consultant, or a subcontractor who has the responsibility to investigate, discover, or address misconduct.

(f) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Consultant is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles, and encourage its subcontractors to do the same

(g) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Consultant should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Consultant should establish workplace safety policies to decrease accidents caused by distracted drivers.

(h) Assurances of Compliance with Civil Rights Requirements. The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to the Project, including, but not limited to, the following:

(i) Consultant ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

(ii) Consultant acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, are limited in their English proficiency. Consultant understands that the denial of access to persons to its programs, services and activities because of their limited proficiency in English is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964. Accordingly, Consultant shall initiate reasonable steps, or comply with Treasury's directives, to ensure meaningful access to its programs, services and activities to LEP persons. Consultant understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary to ensure effective communication in the Project.

(iii) Consultant agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

(iv) Consultant acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Consultant and Consultant's successors, transferees and assignees for the period in which such assistance is provided.

(v) Consultant agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Consultant and the Consultant's subcontractors, successors, transferees and assignees:

*The subcontractor, successor, transferee and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also extends protection to persons with "Limited English proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement).*

(vi) Consultant understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Consultant, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Consultant for the period during which it retains ownership or possession of the property.

(vii) Consultant shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Consultant shall comply with information requests, on-site compliance reviews, and reporting requirements.

(viii) Consultant shall maintain a complaint log and inform the Department of the Treasury of any accusations of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Consultant must also inform the Department of the Treasury if Consultant has received no complaints under Title VI.

(ix) Consultant must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Consultant and the administrative agency that made the finding. If the Consultant settles a case or matter alleging such discrimination, Consultant must provide documentation of the settlement. If Consultant has not been the subject of any court or administrative agency finding of discrimination, please so state.

If Consultant makes sub-awards to other agencies or other entities, Consultant is responsible for assuring that sub-recipients also comply with Title VI and all of the applicable authorities covered in this assurance.