



DATE: March 22, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Development Services Department
SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN OF AN OFF-LEASH DOG FACILITY AT RON ORTEGA PARK**

SYNOPSIS

Staff recommends that the City Council approve a Professional Services Agreement (PSA) with KTU&A, in the amount not to exceed \$465,584, for the design of an off-leash dog facility at Ron Ortega Park, appropriate funds in the amount of \$476,628 from the Parks Fees Fund; and authorize the City Manager to execute the agreement.

BACKGROUND

The City's first and only off-leash dog park, located at 2905 San Luis Rey Road, was forced to close in 2018, leaving the City without any public off-leash dog facilities. Currently, many City residents take their dogs to surrounding cities' dog parks or unlawfully bring their off-leash dogs to City parks and Oceanside School District's property.

A dog facilities study was approved as part of the FY 2021-22 Capital Improvement Program (CIP) Budget to determine which of the City's existing/planned parks may best accommodate a public off-leash dog facility. Staff conducted public outreach as part of the study, during which participants expressed the urgent need for a City off-leash dog facility. Participants also offered a list of potential locations, which included Buddy Todd Park, Mance Buchanon Park, the future El Corazon Park Site 1, Ron Ortega Park, and Lion's Club Park.

Based on this feedback, staff further analyzed the list of locations identified by the public and determined that the best site for a public off-leash dog facility, in the near term, is Ron Ortega Park. Located east of the I-5 freeway in the Loma Alta Planning Area, the park is bounded by Maxson Street to the north, Barnes Street to the west, Country Club Lane to the south, and Brooks Street to the west. The proposed off-leash dog facility would be located within an unutilized dirt area of Ron Ortega Park. See Attachment 1 for a map of the proposed location. Due to the relatively easily accessible site and existing ample parking, the facility would require minimal additional infrastructure as the park is fully developed with restroom facilities and existing irrigation areas. Ron Ortega Park currently experiences limited use during the day due to its primary use being sports fields, which has contributed to loitering and transient activities. As such, a proposed off-leash dog facility at

Ron Ortega Park would help activate a currently vacant, unprogrammed space with a centrally-located City amenity.

ANALYSIS

On December 20, 2022, staff advertised a Request for Proposals (RFP) for professional services for the design of an off-leash dog facility at Ron Ortega Park with a proposal due date of January 31, 2023. The RFP requested that the respondents demonstrate qualifications and experience for the design of an off-leash dog facility. The scope of work will also include a public outreach component consisting of such elements as at least three public meetings and a social media presence to collect input on proposed design options and permitting approvals.

Four design firms submitted proposals in response to the advertised RFP. In accordance with the City’s Procurement Policy, a review panel comprised of City staff from Engineering and Parks and Recreation knowledgeable in park design and construction evaluated the four proposals received based solely on technical skills and information presented in their proposals. In addition, all four firms were invited to an interview. The interview panel rated the firms based on the proposal and interview. KTU&A was determined to be the most qualified to adequately perform the work based on their team’s past-experience and expertise on developing on closed landfills.

Due to the extensive permitting approvals related to Ron Ortega Park’s history as a former landfill site (Maxon Street Landfill), the design and permitting is not expected to be completed until fall 2024. Once the design work and construction cost estimating are completed, staff will seek to identify funds to complete park construction.

FISCAL IMPACT

Description	Dog Facilities Study	Budget Appropriation Requested
	<i>906165220598.5305.10800</i>	<i>598.3020</i>
Contract		\$465,584
Staff Time/Permit Fees/Incidentals (10%)	\$35,515	\$11,044
Total Estimated Costs	\$35,515	\$476,628
Available Balance	\$35,515	\$9,289,588

INSURANCE REQUIREMENTS

The City’s standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS


The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve a Professional Services Agreement (PSA) with KTU&A, in the amount not to exceed \$465,584, for the design of an off-leash dog facility at Ron Ortega Park, appropriate funds in the amount of \$476,628 from the Parks Fees Fund; and authorize the City Manager to execute the agreement.

PREPARED BY:

SUBMITTED BY:



Kymberly Corbin, PE
Associate Engineer



Jonathan E. Borrego
City Manager

REVIEWED BY:

- Darlene E. Nicandro, Developmental Services Director
- Brian K. Thomas, City Engineer
- Hamid Bahadori, Public Works Director
- Manuel Gonzalez, Parks and Recreation Director
- Jill Moya, Financial Services Director







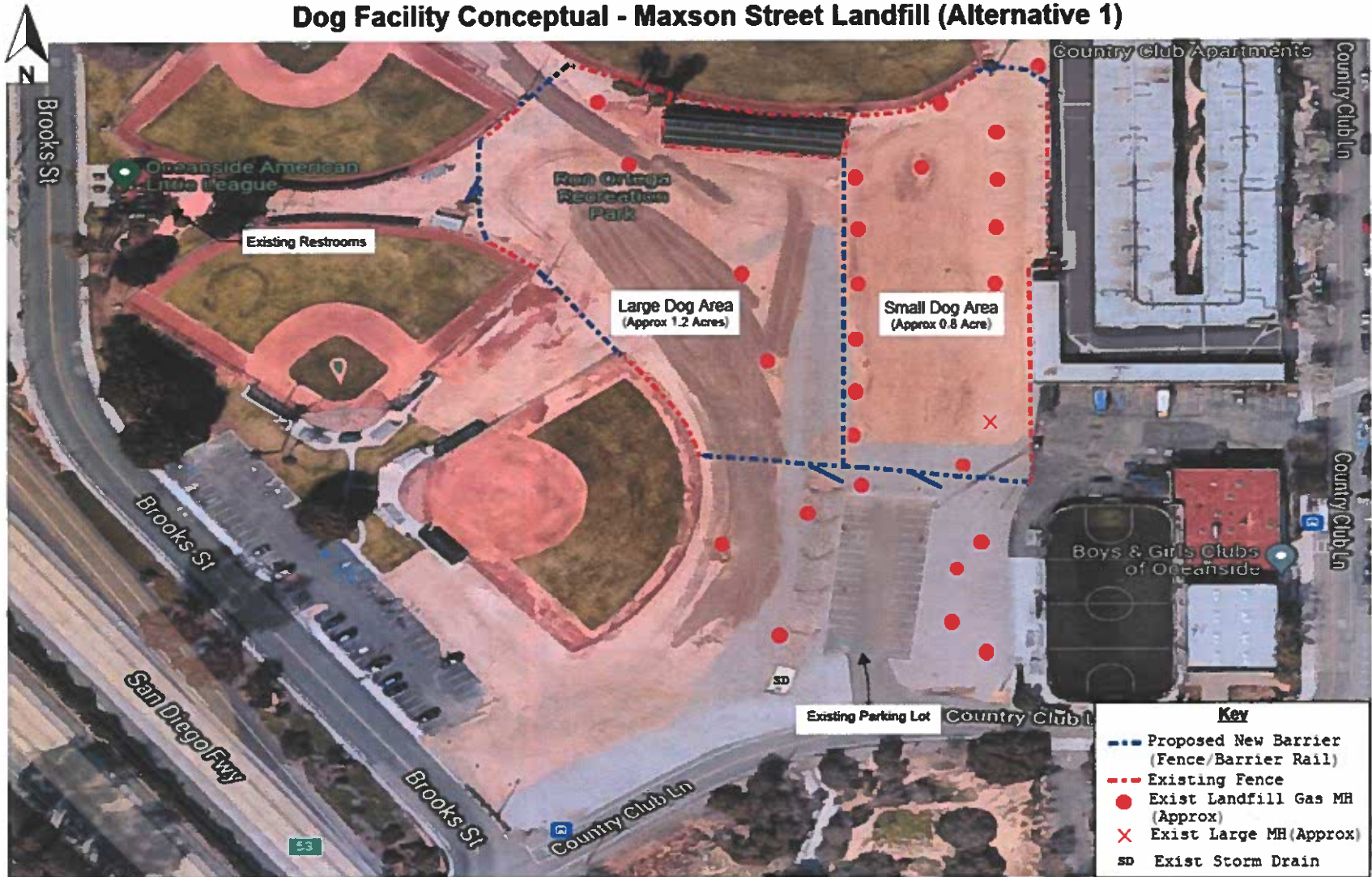
for MG



ATTACHMENTS:

- 1. Map of Proposed Location
- 2. Professional Services Agreement

Dog Facility Conceptual - Maxson Street Landfill (Alternative 1)



Please note this design is a conceptual design and the final design may be a more organic flow. To be determined during design

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: RON ORTEGA PARK DOG FACILITY DESIGN (CIP22-00014)

THIS AGREEMENT, dated _____, 20__ for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and _____ KTU&A _____, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows:
 - Provide project Management;
 - Review and verify the City's initial public outreach process and comments;
 - Meet with City staff and residents/citizens (if needed);
 - Make presentations at public outreach meetings and City Commissions/ Committees meetings;
 - Develop conceptual designs/ renderings that incorporates the City's review/ input;
 - Coordinate permitting with various regulatory agencies such as the Regional Water Quality Control Board (RWQCB), San Diego County Air Pollution Control (SDCAPC), San Diego County Environmental, Health & Quality (SDEHQ);
 - Analyze the proposed project in accordance with the California Environmental Quality Act (CEQA), including preparation of required technical studies
 - Prepare design development plans that include complete specifications and drawings for onsite amenities, infrastructure/ utilities, grading and drainage, landscape, signage, etc.;
 - Prepare final construction plans and specifications that expand on the design development and are ready for permitting, bidding, and construction;
 - Develop construction estimates, bid schedule/ items, and anticipated construction duration; and,
 - Prepare as-built drawings.

The scope of work and design estimate is more fully described in Attachment A.

2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to

Ron Ortega Park Dog Facility Design (CIP22-00014)

any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. CONSULTANT shall be solely responsible for the performance of its employees, agents, and subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

4. **LIABILITY INSURANCE.**

4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 2,000,000
General limit project specific aggregate	\$ 4,000,000

<u>Automobile Liability Insurance</u>	\$ 2,000,000
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Ron Ortega Park Dog Facility Design (CIP22-00014)

***General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.**

- 4.3** If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
- 4.4** All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 4.5** All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6** CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7** CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8** CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.

Ron Ortega Park Dog Facility Design (CIP22-00014)

4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

5. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE. Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of Two Million Dollars (\$2,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. CONSULTANT'S INDEMNIFICATION OF CITY. To the greatest extent allowed by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. OWNERSHIP OF DOCUMENTS. All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. CONSULTANT shall provide all such documents in electronic, editable format upon request by the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT.

Ron Ortega Park Dog Facility Design (CIP22-00014)

CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting CONSULTANT's participation in this project.

8. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$465,584.10

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City Engineer. CONSULTANT shall obtain approval by the City Engineer prior to performing any work that results in incidental expenses to CITY.

9. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Engineer within 564 working days.
10. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
11. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
13. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to

Ron Ortega Park Dog Facility Design (CIP22-00014)

and including the date of termination.

- 14. SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.


IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

By: 
KTU&A
Christopher Langdon, Vice President
Name/Title

CITY OF OCEANSIDE
By: _____
City Manager

Date: 3-7-23

Date: _____

By: 
Mark Carpenter, Secretary
Name/Title

APPROVED AS TO FORM:

Date: 3-7-23


City Attorney

Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

**SEE ATTACHED
NOTARY FORM**

California All-Purpose Acknowledgment

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

State of California
County of San Diego

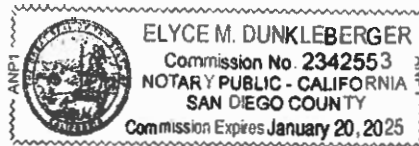
On March 7th, 2023, before me Elyce M. Dunkleberger, Notary Public, personally appeared Christopher Langdon and Mark Carpenter
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies) and that by his/~~her~~/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Elyce M. Dunkleberger
Signature of Notary Public



OPTIONAL

Description of Attached Document

Title or Type of Document Professional Services Agreement
Document Date: 03/07/23 Number of Pages (including this one) _____
Additional Information _____

Capacity(ies) Claimed by Signer

- Individual
- Corporate Officer- Title(s) _____
- Attorney-in-Fact
- Trustee
- Other : Signer Representing _____

Right Thumbprint of
Signer 1

Right Thumbprint of
Signer 2

Attachment 2

Attachment A

Oceanside Dog Park

3/7/2023



KTUA Team Fee Summary

	HOURS	LABOR	REIMBURSABLES	TOTAL
Base Scope of Services				
KTUA	806	\$109,585	\$0	\$109,585
Delane Engineering	570	\$85,709	\$0	\$85,709
Elen Consulting	144	\$18,730	\$0	\$18,730
PSE Structural	43	\$8,938	\$0	\$8,938
SCS	148	\$31,530	\$0	\$31,530
SWT	366	\$63,485.10	\$0	\$63,485.10
OCMI	63	\$10,426	\$0	\$10,426
NOVA Services	56	\$10,630	\$21,750	\$32,380
Baranek Consulting Group	150	\$25,360	\$5,445	\$30,805
	2,346	\$364,393.10	\$27,195	\$391,588.10
REIMBURSABLES FOR PRINTING				
KTUA T&M Expense	0	\$0	\$2,000	\$2,000
	0	\$0	\$2,000	\$2,000
OPTIONAL TASK BID SUPPORT, SUBMITTAL REVIEW				
KTUA	58	\$9,130	\$0	\$9,130
Delane Engineering	50	\$8,600	\$0	\$8,600
Elen Consulting	15	\$2,260	\$0	\$2,260
PSE Structural	12	\$2,820	\$0	\$2,820
SCS	0	\$0	\$0	\$0
SWT	0	\$0	\$0	\$0
OCMI	0	\$0	\$0	\$0
NOVA Services	5	\$1,060	\$0	\$1,060
Baranek Consulting Group	0	\$0	\$0	\$0
	140	\$23,870	\$0	\$23,870
OPTIONAL TASK SITE LIGHTING AT DOG PENS				
ELEN Consulting	132	\$17,560	\$0	\$17,560
PSE Structural	9	\$1,773	\$0	\$1,773
	132	\$17,560	\$0	\$19,333
OPTIONAL TASK TASK 7 LANDFILL COMPLIANCE				
SCS	146	\$26,588	\$0	\$26,588
	146	\$26,588	\$0	\$26,588
OPTIONAL TASK TASK 3 PUBLIC OUTREACH (SPANISH TRANSLATOR)				
KTUA	Direct Cost	\$0	\$2,205	\$2,205
	0	\$0	\$2,205	\$2,205
PROJECT SUMMARY				
	2,618	\$405,823	\$27,195	\$465,584.10

Attachment 2



3916 Normal Street
San Diego, CA 92103
619.294.4477
www.ktua.com
PLA 2342 | 2386 | 2500

March 7, 2022-R2

City of Oceanside
Development Services Department
300 North Coast Highway
Oceanside, CA 92054

Attention: Ms. Kymberly Corbin, PE
Associate Engineer

Regarding: Proposal for Landscape Architectural and Engineering Services

Project: Ron Ortega Park Dog Park
Oceanside, CA

Dear Ms. Corbin,

We appreciate the opportunity to provide and Scope and Fee proposal for the new proposed dog park at Ron Ortega Park. The project is for the design, permitting, bid, and construction of a new dog park to include accessible walking paths, shade shelters, fenced pens, dog water fountains, benches, receptacles, and site lighting.

Our sub consultant team will include the following firms and disciplines:

- Delane Engineering: Civil Engineering
- Elen Consulting: Electrical Engineering
- Peterson Structural Engineers: Structural Engineering
- SCS Engineers: Landfill Air Quality Compliance /Permitting
- SWT Engineers: Landfill Storm Water Compliance / Permitting
- Baranek Consulting: CEQA Compliance /Permitting
- NOVA: Geotechnical Engineer
- OCMI: Cost Estimating Services

Our proposed phases of services shall cover:

I. SCOPE OF SERVICES:

Tasks 1 and 2 – Project Kickoff/Review Existing Conditions/Surveys/Site Visit

1.1 Project Management and Coordination (KTUA)

KTUA has assembled a well-rounded team of experienced professional and industry experts within their respective disciplines. KTUA brings the leadership and project oversight experience necessary to both prime

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and lead a robust sub-consultant team as well as take the lead in navigating all of the coordination, planning, outreach, design, and permitting processes for the City of Oceanside.

KTUA's roles and responsibilities as Prime will include:

- Primary POC for City
- Scheduling and coordinating meetings (includes meeting agendas and minutes)
- KTUA participation in bi-weekly coordination meetings with City
- Facilitating coordination with permitting agencies
- Meeting with stakeholders and affiliated public agencies

1.2 Project Kickoff Meeting

KTUA and appropriate design team members will attend a kick-off meeting with City staff to discuss the project intent and goals, discuss the public outreach process, design process and schedule, and project responsibilities. The KTUA team will review and become familiar with will available as-builts and other documents relevant to the project, made available by the City.

1.3 Review Existing Materials

The KTUA team will review all existing documents, as-builts, and permits related to the site, proposed dog park, and existing landfill, to be provided by the City. The team will request the existing Post-Closure Land Use Plan (PCLU) including all text, tables, figures/drawings, and appendices.

2.1 Site Topographic and Utility Coordination (Delane Engineering)

Delane will provide site topographic survey and utility coordination. This work will include the following:

- **Site topographic survey** – A site topographic survey will be developed using field survey data. Recorded as-built information for the existing landfill gas monitoring improvements will be identified and located on the topographic survey along with any existing utilities recorded on City utility maps and as-builts.
- **Water Service Coordination** – Identify existing municipal water service points and determine if a new water service may be needed for the project.
- **Title Report** – Delane will coordinate and order a new Title Report for the project property.

2.2 Geotechnical Investigation and Report (NOVA)

NOVA will provide geotechnical investigations, evaluations, and prepare a Geotechnical Investigation Report with appropriate recommendations. The geotechnical scope will include the following:

- Geotechnical Investigations (includes (2) structural borings and (2) infiltration borings)
- Laboratory Testing
- Geotechnical Engineering Analyses
- Report Preparation

2.3 Site Walk

The KTUA team will conduct a site walk with City staff to review the existing site conditions to become familiar with site constraints related to gas monitoring manholes and improvements. The site walk will also give KTUA an opportunity to discuss project opportunities and brainstorm ideas with City staff.

Task 3 – Public Participation and Outreach

3.1 Public Outreach (KTUA)

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Page 3

KTUA understands that meaningful community outreach and public input is an essential part of a successful dog park project. As such, we will collaborate with the City to plan and facilitate three interactive public outreach meetings. KTUA will provide project updates and results at various stages throughout the public outreach project to be posted on the City's website to keep the community apprised and up to date on the project. KTUA will prepare all presentation materials, handouts, and presentation graphics for the meetings and to be posted on the City's website. All materials will be prepared in both English and Spanish versions. The anticipated meetings are outlined as follows:

- **Public Meeting #1:** KTUA will work with the City to plan and facilitate the initial public meeting to introduce the community to the project and present potential concepts, design options, and project amenities to gather public input related to needs, desires, and preferences for the project. KTUA will prepare a quantifiable survey that will be administered in-person, but also be made available through the City's website for community members unable to attend the in-person meeting.
- **Public Meeting #2:** Based on preliminary input and survey results gathered from the first public meeting, KTUA will prepare (2) two design concept alternatives to present and discuss with the community at the second public meeting. Survey results from the first meeting will be presented and discuss how the survey preferences have been integrated into the two preliminary alternatives. We will collect input and preferences on both preferences that will be carried forward into the final recommended conceptual design.
- **Public Meeting #3:** KTUA will developed a final concept alternative design for the dog park based on input received at the second public meeting. KTUA will summarize the input received at the second public meeting and discuss how the preferences have been integrated into the final concept.

Task 4 – Conceptual Design and Renderings

4.1 Concept Design

KTUA will develop two (2) design concept alternatives incorporating input from the City, public meetings, regulatory agencies, and based on our previous experience with dog parks. The concepts will include dog park surface treatments and materials, fencing and gates, site pedestrian paving, site lighting, site furnishings and shade shelters, and landscape planting and irrigation areas. A preliminary assumption of probable construction costs, permitting, and annual maintenance and operation costs will be prepared.

4.2 Design Support for Landfill Specific Considerations

KTUA's sub-consultant, SWT, will provide design support to the design team and City as it relates to regulatory requirements including:

- General Waste Discharge Requirements (Order), General Order No. R9-2012-0001
- California Code of Regulations, Title 27, Section 21090(b)(1)
- Existing approved PCLU Plan
- General solid waste industry standards, including landfill gas collection system.

The design review will be conducted at the preliminary design stage to facilitate regulatory permitting. Once the conceptual design is complete, SWT will coordinate a meeting with regulatory agencies (i.e., SD-RWQCB and LEA) in order to receive initial feedback on the conceptual design.

4.3 Preliminary Regulatory Agency Coordination (KTUA, SCS, and SWT)

Upon completion of the third public meeting and with substantial understanding for the preferred direction for the dog park design, KTUA along with our sub-consultants SCS Engineering and SWT Engineering will

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begin preliminary coordination with the regulatory agencies including SD-RWQCB, SDCAPC, and LEA. These preliminary discussions will be used to review the project with these agencies and identify tasks needed to secure compliance approvals for the project. SCS' scope for these preliminary meetings is covered in Tasks 7.5.1 and 7.6.1.

Task 5 – Design Development Plans (60% and 90% level Construction Documents)

5.1 60% Documents

Upon selection of the preferred concept design alternative from Task 4 and/or select preferred improvements from both alternatives, the KTUA team will continue to develop and refine the construction documents through 60% level construction documents. Plans will include Grading and Drainage, Lighting and Site Electrical, Hardscape Paving and Materials, Site Furnishings, and Landscape Planting and Irrigation. The 60% deliverables will also include draft specifications and an updated opinion of probable costs.

5.2 90% Documents

Upon review of the 60% documents by the City, the KTUA team will meet with the City's team to review and discuss the review comments to flush out any questions and clarifications that may be needed based on the City's review comments. The KTUA team will advance the design drawings to the 90% document level for re-submittal and plan check, incorporating all the of the City's review comments. In addition to the plans, the deliverables will include updated specifications, updated opinion of probable costs, and a review comment response matrix addressing all of the 60% lever review comments.

5.3 Design Support for Landfill Specific Considerations

KTUA's sub-consultant, SWT, will provide design support to the design team and City as it relates to regulatory requirements including:

- General Waste Discharge Requirements (Order), General Order No. R9-2012-0001
- California Code of Regulations, Title 27, Section 21090(b)(1)
- Existing approved PCLU Plan
- General solid waste industry standards, including landfill gas collection system.

The design review will be conducted at the preliminary design stage to facilitate regulatory permitting. Once the conceptual design is complete, SWT will coordinate a meeting with regulatory agencies (i.e., SD-RWQCB and LEA) in order to receive initial feedback on the conceptual design.

Task 6 – Final Design and Review (100% level Construction Documents)

6.1 100% Documents

Upon review of the 90% documents by the City, the KTUA team will meet with the City's team to review and discuss the review comments to flush out any questions and clarifications that may be needed based on the City's review comments. The KTUA team will advance the design drawings to the 100% document level for re-submittal and plan check, incorporating all the of the City's review comments. In addition to the plans, the deliverables will include updated, complete specifications, updated opinion of probable costs, and a review comment response matrix addressing all of the 90% lever review comments

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Task 7 – Entitlement and Permit Approvals

7.1 CEQA Clearance / Negative Declaration (ND)

As part of the Conditional Use Permit for the project, KTUA anticipates the project will require a Negative Declaration (ND) in order to satisfy CEQA requirements. Our sub-consultant, Baranek Consulting Group will lead the effort to prepare the required technical studies, Initial Study (IS), and ND. A screencheck draft IS and ND will be prepared for review by the City of Oceanside. The draft IS/ND will include a description of the proposed project, an IS checklist, and supporting figures describing the project. The IS checklist will analyze the project's potential environmental effects based on questions contained in Appendix G of the CEQA Guidelines (as embodied in the City's IS Checklist). If mitigation measures are required to fully avoid project impacts, a MND will be produced, including the preparation of a Mitigation Monitoring and Reporting Program (MMRP). Upon completion of Oceanside's review and our revisions to respond to review comments, we will produce an electronic copy of the revised draft IS/ND document for the City's use in the public notice and distributing the CEQA document for public review. Upon completion of the public review period, we will work with the Oceanside staff to prepare responses to up to 15 individual public review comments received on the adequacy of the Draft IS/ND. It is assumed that the responses will not require new technical analyses or trigger a recirculation of the CEQA document. Once the draft public review comments are reviewed by the City and revisions are incorporated, we will prepare an electronic version of the Final IS/ND for the City's use in noticing. We anticipate attendance at a public hearing and final IS/ND adoption 10 days after CEQA documents completion. The City will prepare and file the Notice of Determination (NOD) with the County Clerk's Office.

The anticipated Technical Studies are:

- Air Quality and Greenhouse Gas Report

7.2 Conditional Use Permit

Based on the parcel's Open Space (OS) zoning designation, the KTUA team anticipates preparing a Conditional Use Permit application package that will need to go before the Oceanside Planning Commission for review and approval. KTUA will prepare all required application documents and plan to satisfy the requirements of the CUP application. KTUA will attend a scheduled Planning Commission meeting, to be determined, and present the project along with City staff.

7.3 Prepare Post-Closure Land Use Plan (PCLU) Amendment

KTUA's sub-consultant, SWT, will prepare the PCLU Plan Amendment using preliminary design plans provided by KTUA. SWT will utilize the existing PCLU Plan to prepare the Amendment. The PCLU Plan Amendment may, at a minimum, address the following sections:

- 1.0 Introduction
- 2.0 Environmental Setting
- 3.0 Project Description
- 4.0 Project Layout and Design
- 5.0 Landfill Gas (includes input from SCS)
- 6.0 Post-Closure Monitoring and Maintenance Plan
 - 6.1 Inspection and Maintenance Program
 - 6.2 Landfill Gas Monitoring and Control (includes information from SCS)
 - 6.3 Groundwater Monitoring
- 7.0 Health and Safety
- 8.0 Implementation Schedule
- 9.0 Emergency Response Plan

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10.0 Closure and Post-Closure Monitoring and Maintenance Cost Estimate

11.0 References

The draft PCLU Plan Amendment will be submitted to the City for review and comment. The final PCLU Plan Amendment will be prepared reflecting review comments. This scope of services anticipates only plan modifications associated with the dog park improvements. In addition, it should be noted that SWT will review any comments received from the regulatory agencies on the PCLU Plan Amendment and provide the City with a fee estimate to address those comments, if necessary.

7.3 Regional Water Quality Control Board (RWQCB) and LEA Compliance

KTUA's sub-consultant, SWT, will assist the City in preparing related permitting application submittals/forms to the necessary regulatory agencies. SWT will request appropriate information/documentation needed in order to complete the permit application submittals (e.g., Solid Waste Facility Permit (SWFP), Waster Discharge Requirements (WDRs)). SWT will also prepare a cover letter on behalf of the City to transmit the application submittals to the appropriate regulatory agencies. The application submittals are assumed to be for the LEA and SD-RWQCB.

7.4 Storm Water Quality Management Plan (SWQMP)

As indicated in the RFP and based on the proposed scope of the dog park, we anticipate the project will be a Priority Development Project (PDP). Our Civil Engineer, Delane, will prepare the required SWQMP documents as well as the supporting Drainage Study. We have provided an optional scope for geotechnical investigations and a geotechnical soils report if geotechnical investigations are deemed necessary for the project.

7.5 San Diego County Clean Air Pollution Control (SDCAPC) Compliance

KTUA and our sub-consultant, SCS, will coordinate with the SDCAPC and the Air Pollution Control Officer for project compliance and written approval. The scope and tasks are as follows:

Task 7.5.1 – Review of Air Permit Requirements

Under this task, SCS will review the current air permit(s) to determine the status of the project relative to the SDCAPC requirements. This will include one (1) meeting with SDCAPC at the Concept Design phase to discuss any concerns or additional requirements necessary for construction and operation of the dog park. The deliverable for this task will be a memo summary of the permitting and/or other requirements.

Task 7.5.2 – Air Permit Revision

Under this task, SCS will prepare the necessary forms and supporting information to modify the current air permits to incorporate any modifications of the gas collection and control system (GCCS) as a result of the project design. Information and forms will be placed into an overall application package to be submitted to SDCAPC with a cover letter. This will also include a maintenance plan for landfill cover and the GCCS during construction of the project and post-development. The application package would be submitted to the City in draft form first for review and comment. This Task will be considered completed when the initial application is submitted to SDCAPC. It is assumed that all permitting fees will be paid by the City.

Task 7.5.3 – Post-Application Support

This task will be for on-call work after submittal of the application to SDCAPC, as necessary. This could include responding to comments, conference calls, meetings, review of draft permit conditions, etc. It could also include other air permitting services. Work under this task would be billed on a time and materials

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(T&M) basis, based on specific requests for services. If a substantial amount of this budget (e.g., 80%) is depleted, SCS will discuss with the City, the need to increase the budget.

Task 7.5.4 – Review of Post-Closure Land Use Plan

Under this task, SCS will review the post-closure land use plan as it relates to compliance with SDCAPC air regulations and permitting, including Rule 59. This will include a review of construction activities which could disturb landfill cover and/or expose waste resulting in potential emissions of gaseous reactive organic compounds, odors, and/or toxic air contaminants, and updating the text of the plan to address air issues.

Task 7.5.5 – Design Plan Review

Under this task, if requested, SCS will review draft design plans of the proposed project and provide recommendations for revisions based on air regulations and permitting requirements. SCS would not provide actual design elements, but review the design and provide suggested changes.

7.6 San Diego County Environmental, Health & Quality (SDEHQ) Compliance

KTUA and our sub-consultant, SCS, will coordinate with the SDEHQ for compliance with the San Diego Solid Waste Local Enforcement Agency (LEA). We will investigate and prepare required forms, provide notices and discussions, and schedule and coordinate with SDEHQ as required. The scope and tasks associated with the landfill gas (LFG) services are described below.

Task 7.6.1 – Review of California Code of Regulations Title 27 Requirements for LFG

Under this task, SCS will review the current solid waste permit(s) to determine the status of the project relative to the California Code of Regulations Title 27 (27 CCR) requirements as they pertain to LFG, perimeter monitoring network, and on-site structures, if any. This will include one (1) meeting with the LEA at the Concept Design Phase to discuss any concerns or additional requirements necessary for construction and operation of the dog park. The deliverable for this task will be a memo summary of the permitting and/or other requirements.

Task 7.6.2 – Updates to the Post-Closure Land Use Plan

Under this task, SCS will review the post-closure land use plan (Plan) as it relates to compliance with 27 CCR LFG regulations. This will include a review of construction activities that could disturb landfill cover and/or expose waste resulting in potential impact to the landfill GCCS and/or perimeter probe network. SCS will update the text to reflect proposed site improvements in regard to the LFG systems. A draft version of the LFG sections of the Plan will be prepared and incorporated into the overall draft Plan, and will be submitted to the City for review.

Task 7.6.3 – On-Call Engineering and Permitting Support

SCS will provide on-call engineering and permitting support services under Task 7.6.3. Services may include, but will not be limited to, participation in regulatory meetings or conference calls, data review, analysis requests, and any additional regulatory permitting support not included under Tasks 7.6.1 and 7.6.2. Work under this task would be billed on a T&M basis, based on specific requests for services. If a substantial amount of this budget (e.g., 80%) is depleted, SCS will discuss with the City the need to increase the budget.

Task 7.6.4 - Design Plan Review

Under this task, if requested, SCS will review draft design plans of the proposed project and provide recommendations for revisions based on LFG requirements. SCS would not provide actual design elements,

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but will review the design and provide suggested changes under this task. Modifications to the GCCS design can be provided as noted under Task 7.6.6, below.

Task 7.6.5 – Gas Monitoring and Control Plan (Optional)

Under this task, SCS will prepare an update to the existing gas monitoring and control plan (GMCP) for the landfill's current perimeter monitoring network, if there are impacts to the existing perimeter monitoring network from the proposed construction activities. A workplan for any impacted monitoring wells or additional wells will be included in the GMCP. SCS will submit the draft GMCP to the City for review and comment. This task will be considered complete when the initial GMCP is submitted to the LEA. This task will be performed if required by the LEA or SDCAPCD, and requested by the City. It is assumed that the City will provide all necessary documentation and drawings for the existing probe network.

Task 7.6.6 – GCCS Design Modifications (Optional)

The proposed reconfiguration of the landfill may impact the existing GCCS requiring modifications. Under this task, SCS will review the existing layout of the GCCS against the proposed redevelopment design, and modify the GCCS accordingly. Modifications to the GCCS may include, but will not be limited to, the relocation of GCCS piping, LFG collectors, valves, and access vaults. SCS will coordinate a planning meeting with the City to discuss the modifications that will be required to the existing GCCS.

SCS will prepare construction-level GCCS improvement plans that will include, at a minimum:

- Title sheet.
- GCCS construction notes.
- Existing GCCS site plan.
- GCCS modification plan.
- Detail sheets.

SCS will prepare a draft GCCS design plans package showing modifications to the GCCS, and will submit to the City for review and comment at the 60% and 90% design stage. At each stage, SCS will host one (1) conference call with the City to review the design drawings. Mutually agreed upon changes will be incorporated into the final improvement plans package. SCS will submit the final GCCS design plan package to the City in PDF format. SCS will also prepare relevant technical specifications for the construction work and an engineer's estimate for the GCCS portion.

7.7 Storm Water Pollution Prevention Plan (SWPPP)

KTUA's civil sub-consultant, Delane, will prepare the required Storm Water Pollution Prevention Plan. A draft plan will be submitted to the City for review. Review comments will be incorporated into the Final SWPPP.

Task 8 – Bid Documents (Final, Signed Mylars and Contract Documents)

8.1 Final Bid Documents

The KTUA team will provide 100% Bid Documents to include the following:

- 100% Final Plans
- Final Specifications
- Final Estimate of Probable Construction Costs
- Bid Schedule
- Anticipated construction duration
- Anticipated maintenance and operation costs

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All final Bid documents will be provided in both PDF and native file formats (eg. AutoCAD, Word, Excel, etc) Final plans will be provided on mylar with DOR stamps and signatures.

8.2 As-Built Record Drawings

Upon completion of Construction, the KTUA team will prepare As-Built Record Drawings based on the as-built redlines prepared by the contractor. Record Drawings will be provided in PDF and AutoCAD DWG formats along with signed mylars.

Optional Task – Bid Award and Support

Bid Period Support

The KTUA team will provide Bid period support to answer bidders' questions and requests for information (RFI's). If needed, the team will prepare bid addenda to address any drawing or specification changes during bidding.

Submittal Review

During the Construction period, the KTUA team will provide Submittal review and approvals for contractor provided product and material submittals.

Optional Task – Site Lighting for Dog Park Pens

Dog Park Pens Lighting

Design of new pole top light fixtures appropriate to illuminate the dog park pens for night use. Includes electrical engineering and structural engineering.

Optional Task – Additional Landfill Permitting

Gas Monitoring Control Plan

See description under Task 7.6.5 above

GCCS Design Modifications

See description under Task 7.6.6 above

Optional Task – Spanish Translation for Public Outreach Meetings

Spanish Translation Consultant

KTUA will sub-contract a Spanish translation consultant to provide translation services at each of the three public outreach meetings. Audio headsets/equipment will be provided for up to 15 participants needing translation at each meeting. Assumes 2 hour meeting duration per outreach meeting.

Optional Task – CALRECYCLE Grant Application Assistance (Fees to be determined)

KTUA's sub-consultant, SWT was able to assist the City of Long Beach in obtaining a \$500,000 matching grant from CalRecycle Legal Disposal Site Abatement Partial Grant Program for the expansion of the Davenport Park on the Paramount Dump. SWT will determine if the CalRecycle matching grant funds are available for the Landfill Environmental Protection systems (cover and landfill gas improvements) design and capital costs. If available, SWT will prepare a grant application package for submittal to CalRecycle. *Fees to prepare application will need to be determined at the time a decision is made to pursue the grant.*

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II. PROFESSIONAL FEES:

Dog Park Design Fees:

1	KTUA Landscape Architecture	\$ 109,585.00
2	Delane Engineering: Civil Engineering	\$ 85,709.00
3	ELEN Consulting: Electrical Engineering	\$ 18,730.00
4	PSE Engineers: Structural Engineering	\$ 8,938.00
5	<u>OCMI: Cost Estimating</u>	<u>\$ 10,426.00</u>
	Total	\$ 233,388.00

DOG Park Permitting Fees:

1	SCS Engineers: Landfill Air Quality Compliance/Permitting	\$ 31,530.00
2	SWT Engineers: Landfill Storm Water Compliance/Permitting	\$ 63,485.10
3	Baranek Consulting: CEQA Compliance/Permitting	\$ 30,805.00
4	<u>NOVA: Geotechnical Investigations</u>	<u>\$ 32,380.00</u>
	Total	\$ 158,200.10

Optional Scope Fees:

Bid Support and Submittal Review:

1	KTUA Landscape Architecture	\$ 9,130.00
2	Delane Engineering: Civil Engineering	\$ 8,600.00
3	ELEN Consulting: Electrical Engineering	\$ 2,260.00
4	PSE Engineers: Structural Engineering	\$ 2,820.00
5	<u>NOVA: Geotechnical Investigations</u>	<u>\$ 1,060.00</u>
	Total	\$ 23,870.00

Additional Site Lighting at Dog Pens:

1	ELEN Consulting: Electrical Engineering	\$ 17,560.00
2	<u>PSE Engineers: Structural Engineering</u>	<u>\$ 1,773.00</u>
	Total	\$ 19,333.00

Additional Landfill Compliance (if required):

Gas Monitoring and Control Plan and GCCS Design Modifications

1	<u>SCS Engineers: Landfill Air Quality Compliance/Permitting</u>	<u>\$ 26,588.00</u>
	Total	\$ 26,588.00

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Spanish Translation for Public Outreach (3) Meetings KTUA sub-consultant (direct cost)

1	<u>Ogma Group, Inc. Translation Services</u>	\$ 2,205.00
	Total	\$ 2,205.00
	Reimbursables (Time and Materials for printing / deliveries):	\$ 2,000.00

III. EXCLUDED SERVICES:

The following services and scope items are not included in our negotiated Scope and Fees for Heritage Park:

- 1) Additional Services such as: Additional scope to drawings or unknown modifications to the original Landscape scope, or program - Hourly or negotiated fee.
- 2) Additional meetings, as all requested meetings are listed in scope; all out of town travel and/or lodging expenses (out of San Diego County), are at cost plus 15%. Meetings in excess of those enumerated above will be considered additional services.
- 3) Design changes made necessary by newly enacted laws, codes and regulations put into effect after the date of this agreement shall entitle the firm to a reasonable adjustment in the schedule and additional compensation in accordance with the additional services agreement provision of this agreement.
- 4) Existing underground utility location and markout
- 5) Separate Grading Permit package (Assumed grading design will be part of one single dog park improvement package)
- 6) Additional outside/consultant services, etc. - Hourly plus expenses.
- 7) All plan-processing fees are to be paid by client before plan submittal.
- 8) Plans for any improvements not specifically described in the Scope of Work
- 9) Storm Water Reuse/pump design
- 10) Hydromodification (assumed exempt)
- 11) Water Pollution Control Plan (WPCP)
- 12) QSP/QSD Services during construction
- 13) Boundary Mapping (property lines to be approximated from APN maps)
- 14) Collection or Review of Title Report or Title Company Fees
- 15) ALTA Survey
- 16) Legal Descriptions & Exhibits
- 17) Monumentation or preservation
- 18) Phased Plans
- 19) Existing Utility Locating, Markout, or Potholing.
- 20) CASp Report. Detailed Site Investigation identifying Accessibility Deficiencies
- 21) Design for Utility Relocations
- 22) New utility services (no new services assumed for this scope)
- 23) Profiles of utility/storm drain systems
- 24) Utility Capacity Analysis/Hydraulic Analysis
- 25) Fire Access Site Plan
- 26) Fire Flow Test

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- 27) Fire Service Plans
- 28) Permit Fees

IV. CLIENT RESPONSIBILITIES:

The Client shall be responsible and agree to provide or cause to be provided to the Landscape Architect, at no cost to the Landscape Architect, (if available) the following:

- 1) Any existing electronic base plans available in Auto Cad format version 2018 min., DXF, DWG or EXE. CAD files shall accompany by file per settings, names of files, reference files, named views, (indicate if in paper space or model space). Description of CAD file layers (name & indicate on, off, frozen, etc.); showing exact locations, elevations, and sizes of proposed structures and improvements. Certified land survey of the site, giving grades and lines of streets, pavements and adjoining properties, rights-of-ways, restrictions, easements, zoning, deed restrictions and contours of the site; locations, dimensions and complete data pertaining to existing improvements, plantings, and available services and utilities both public and private. Prints denoting accurate to scale plans and drawings (and on disk).
- 2) Any existing site grading plans of proposed topography of project site; locations and elevations proposed utility lines and facilities, including source(s) of water and static water pressure(s), and locations for 110v electrical connections available for irrigation system(s).
- 3) Providing promptly full information regarding the requirements for the project.

We very much look forward to working with you. Please do not hesitate to call if you have any questions or need additional information.

Thank you for giving us this opportunity.

Sincerely yours,



Chris Langdon, ASLA LEED AP BD+C
CA PLA 4915
CLL: ms

Attachment 2



3916 Normal Street
San Diego, CA 92103
619.294.4477
www.ktua.com

Certificate of Secretary

I am the duly qualified and acting Secretary of KTU&A, a California Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the meeting duly held on June 9, 2021 and entered in the minutes of such meeting in the minute book of the corporation.

"Resolved that the individuals named as Directors on the attached list are authorized contract signers for the corporation".

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: January 20, 2022

A handwritten signature in black ink, appearing to read 'Mark L. Carpenter', written over a horizontal line.

Mark L. Carpenter, Secretary

to see attached jurat for notary

JURAT

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

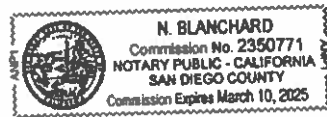
State of California
County of San Diego

Subscribed and sworn (or affirmed) before me on this
20 Day of January, 2022, by _____

Mark L. Carpenter
proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.



Notary's Signature



OPTIONAL

DESCRIPTION OF ATTACHED DOCUMENT

Title of Type of Document: Certificate of Secretary

Document Date: 1/10/22 Number of Pages Including this One: 2

Additional Information: _____

Attachment 2

CERTIFICATE OF SECRETARY

I certify that I am the secretary of KTUA&A and that the following persons hold positions in this corporation and/or shares in this corporation in the amount and form designated.

**KTUA Planning and Landscape Architecture
Contract Signing Authority
January 2022**

FULL AUTHORITY

SAN DIEGO, CALIFORNIA

Carpenter, Mark L.
Langdon, Christopher
Punsalan, Joe
Singleton, Mike
Singleton, Sharon
Whalen, Brooke P.

STANDARD AUTHORITY

SAN DIEGO, CALIFORNIA

Blatner-Pifer, Cheri A.
Everling, Bernard
Henderson, Timothy

These persons have authority to sign contracts using unmodified KTUA forms (not client drafted contracts).

Board of Directors (Approved in By-laws : 5)


Carpenter, Mark
Langdon, Christopher
Singleton, Mike
Singleton, Sharon
Whalen, Brooke

OFFICERS:

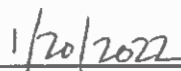
President Singleton, Mike
Treasurer Carpenter, Mark
Secretary Carpenter, Mark
Vice President Whalen, Brooke
Vice President Langdon, Christopher
Vice President Punsalan, Joe
Vice President
Vice President

Shareholders as of 12/31/21 (400 authorized common shares)

Carpenter, Mark	40.3335	Leon, Jacob	3.4452
Whalen, Brooke	22.9523	Huwa, Jerod	2.2784
Punsalan, Joe	22.8390	Hoffman, Amy	1.9307
Singleton, Mike	20.0000	Wilkins, Matthew	1.8765
Singleton, Sharon	19.1500	Bertulis, Tom	1.8111
Langdon, Christopher	18.8374	Bohannon, Aynsley	1.3729
Everling, Bernard	16.9700	Nunez, Stephen	1.0000
Blatner-Pifer, Cheryl	5.0004	Clemens, Matt	0.4383
Henderson, Timothy	5.0000	Gutierrez, Josef	0.4383
Jacobsen, Darren	4.7992	Samarin, Alex	0.2191
		Treasury Shares	209.3077



Mark L. Carpenter, Corporate Secretary



Date

see attached jurat for notary

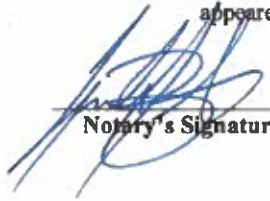
JURAT

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

State of California
County of San Diego

Subscribed and sworn (or affirmed) before me on this
70 Day of January, 2022, by _____

Mary L. Carpenter
proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.



Notary's Signature



OPTIONAL

DESCRIPTION OF ATTACHED DOCUMENT

Title of Type of Document: Certificate of Secretary (Contract...)

Document Date: 1/10/22 Number of Pages Including this One: 2

Additional Information: _____