

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Pendulum Studio, LLC ("Contractor") to provide all new LED displays in the Stockton Arena as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: 06/06/2023 Terminates on: 06/06/2028

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ 478,090.00

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms & Conditions
- (d) Exhibit D – Professional Services Special Terms & Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline
- (g) Exhibit G - Special Funding Terms & Conditions ARPA (If applicable check box) YES

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Pendulum Studio, LLC
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature Date

Jonathan O'Neil Cole- Principal

Printed Name and Title of Person Signing

1512 Holmes Street, Kansas City, MO 64108

Address

CITY OF STOCKTON

Harry Black, City Manager Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:
Lori M. Asuncion, City Attorney

BY: _____

EXHIBIT A
STATEMENT OF WORK

1. Project Objectives

The City is contracting with Pendulum Studio LLC (“Pendulum” or “Consultant”) to provide design and engineering services to create construction drawings to be used by a general construction Consultant to modify the existing Banner Island Ballpark facilities to comply with the updated Major League Baseball (“MLB”) facility standards (Attachment A).

2. Project Scope

2.1 Consultant will provide all disciplines including but not limited to: architectural, electrical, structural, mechanical, and plumbing as required to develop comprehensive construction-ready drawings that will be used to bid and select the best General Consultant to complete construction of the Ballpark renovations.

2.2 Consultant will participate in the City’s procurement, review, and selection process for the General Consultant.

2.3 Consultant will provide construction and technical drawings and support services to selected General Consultant throughout the construction phase (including permitting process) to final project delivery. Support services include, but are not limited to: on-site review as needed, correspondence, meetings, discussion, plan revision as necessary, and design/construction problem resolution.

3. Specifications

Consultant will provide the specified services and work products as outlined in (Attachment B – Work Plan).

4. Major Deliverables

4.1 Consultant shall provide one electronic copy in pdf format copy at 100% design stage for final review prior to plotting mylars and providing final specifications and engineer’s estimate.

4.2 Consultant will provide the final submittal incorporating all previous review comments, survey information, technical requirements, right-of-way information, utility verification/protection, minimum Consultant qualifications, regulatory agency permits, mitigation monitoring requirements, applicable encroachment permit, and City requirements.

4.3 Consultant will provide the necessary final Plans, Specifications, and Estimates (PS&E) documents in a bid-ready form.

4.4 Consultant's final submittal shall include:

- a. One complete electronic plan set of reproducible 24"x36" as well as on mylars (after editorial review of 100% plan check via Bluebeam)
- b. Electronic stamped and signed final specifications (in Word and PDF format)
- c. Electronic stamped and signed final cost estimate (in Excel and PDF format)
- d. Drawing files in AutoCAD and PDF format on a flash drive.

5. Tasks That Support the Deliverables

5.1 Consultant will attend all project meetings (or conference calls) with the City as needed to discuss and finalize the design through construction completion and acceptance. This is in addition to investigative and/or field meetings that Consultant will need to conduct to execute the intent of the project.

5.2 Consultant will establish clear and consistent communication with the City to discuss progress of design. The Consultant shall provide meeting minutes for all meetings.

5.3 Consultant shall be available and respond to questions concerning the plans, specifications, and estimates prior to bid opening and prepare contract addenda and letters of clarification. The Consultant shall provide supplemental project drawings as needed.

5.4 The Consultant will provide Engineering Services as required during construction. The following are the minimum required services:

1. Attending the pre-construction meeting;
2. Reviewing shop drawing submittals;
3. Responding to requests for information (RFIs);
4. Preparing clarification sketches;

6. Internal and External Standards and Guidelines

6.1 For the purpose of this service agreement, all development designs and construction documents generated by Consultant will be in compliance with:

- a. MLB Facility Standards
- b. Federal, State, County, and local laws and regulations.

7. Criteria of Acceptance for Deliverables

7.1 Each deliverable, as described in Section 3, developed or otherwise provided by Consultant, as part of this service agreement, shall be delivered to the City in print and an electronic version.

8. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Consultant: Pendulum Studio LLC	City: City of Stockton
Attn: Jonathan O’Neil Cole	Attn: City Manager
1512 Holmes Street	425 N. El Dorado Street
Kansas City MO 64108	Stockton, CA 95202

9. Key Personnel

Jonathan O’Neil Cole, Principal/Owner, Pendulum Studio LLC
Tina McCarty, Managing Director of Events & Parking, City of Stockton

Exhibit B:
Insurance Requirements
(Architectural Services)

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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 **\$2,000,000** 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:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)

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.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any

endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

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 of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. 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 Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work***.

Special Risks or Circumstances

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

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT C**GENERAL TERMS AND CONDITIONS**

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A of the Agreement. Consultant shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Consultant only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.
 - 3.1 Invoices submitted by Consultant to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Consultant's invoice, City will review invoice, and if acceptable make payment on approved invoice.
 - 3.2 Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Consultant's Work.** All Consultant services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Consultant's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Consultant or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Consultant and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. Timeliness. Time is of the essence in this Agreement. Further, Consultant acknowledges that the failure of Consultant to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Consultant may incur in performing such additional services, and Consultant shall not be required to perform any such additional services.

8. Amendment. No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. Consultant's Status.

9.1 In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent consultant and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City. Consultant by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Consultant. It is understood by both Consultant and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to City only for the requirements and results specified in this Agreement

and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

9.4 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Consultant shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Consultant is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Consultant such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Consultant.

10.3 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultants personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for the work actually completed at the time the notice of termination is received.

11. 2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Consultant for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Consultant has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Consultant shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

14. Insurance. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. **Records and Audits.** Consultant shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Consultant renders services on a time and materials basis, Consultant shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. **Confidentiality.** Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. **Conflicts of Interest.** Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant's services under this Agreement. If such an interest arises, Consultant shall immediately notify the City.

21. **Waiver.** In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. **No Personal Liability.** No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Consultant and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Consultant shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Consultant's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Consultant and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Consultant and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D

PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. **General.** The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. **Time for Performance.**

3.1 Consultant shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Consultant shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Consultant nor Consultant's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Consultant agrees as follows:

4.1 Consultant's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions. Consultant shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Consultant certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Consultant is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Consultant shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary. Consultant shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Consultant either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Consultant shall be compensated for the services provided under this Agreement as follows:

5.1.1 Consultant shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Consultant may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Consultant shall provide subcontractors a copy of this fully executed Agreement.

6.2 Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant and Consultant's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Consultant nor Consultant's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Consultant. The City shall not be required to pay any workers' compensation insurance on behalf of Consultant. Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Consultant shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Consultant that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Consultant shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Consultant shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Consultant's possession without obligation of confidentiality, is independently developed by Consultant outside the scope of this Agreement or is rightfully obtained from third parties. Consultant shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Consultant shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

11. Applicable Laws

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Consultant certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

EXHIBIT E

COMPENSATION SCHEDULE

The Consultant shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Consultant shall be paid on this Agreement is \$478,090.00 (Four hundred seventy-eight thousand ninety dollars) (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Consultant. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Consultant to the City and accepted by the City as being satisfactory to City’s needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Consultant shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Consultant in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Consultant at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City’s travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Consultant shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Consultant based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Consultant must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the “not to exceed” amount is reached, the Consultant’s compensation will be based on the Consultant’s invoices previously submitted for acceptable work performed and approved.

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Consultant. Maximum markup Consultant may apply to subcontractor fees, minus reimbursable expenses, shall not exceed 10%.

2. **Task Price.** Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Task Price
1	Programming and Concept	\$ 20,625.00
2	Schematic Design	\$ 83,090.00
3	Design Development	\$ 95,250.00
4	Construction Documents	\$ 140,300.00
5	Construction Administration	\$ 118,200.00
6	Contingency/Reimbursables	\$ 20,625.00
TOTAL PRICE		\$478,090.00

3. **Hourly Rates.** The following is a list of hourly billable rates that Consultant shall apply for additional services requested of the Consultant. Consultant shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

Hourly Billable Rate Schedule

Title	Role on Project	Hourly Billable Rates
Lead Architect		\$250
Senior Project Manager		\$175
Project Architect		\$150
Project Designer		\$110
Architect of Record		\$225
Principal Electrical Engineer		\$200
Principal Civil Engineer		\$150
Principal Mechanical Engineer		\$130
Structural Engineer of Record		\$145

Technical Structural Engineer		\$145
Structural Project Manager		\$135

4. Invoice to Address. Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton Events & Parking- Economic Development Department
Attention: Managing Director of Events & Parking
425 N. El Dorado Street
Stockton, CA 95202

EXHIBIT F

TIMELINE

1. Consultant shall complete the requested services identified in Exhibit A as follows:

- 1.1 **TIMELINE FOR COMPLETION OF WORK**

- 1.1.1 Consultant and City Acknowledge the commencement of the project will follow the date referenced in Section 2, page 1, of the Standard Agreement title page, but no later than twenty (20) days within the full execution of the Agreement, unless otherwise approved in writing by the City.

If the project is not operational by the date referenced above, Consultant must submit notification to the City describing steps taken to initiate the project, reasons for delay, and the expected starting date.

- 1.1.2 Consultant acknowledges the desire to have the Construction Drawings phase of the project completed by January 8, 2024.

1. **TERM**

- 2.1 The terms of this agreement will continue through the completion of the construction, phase, but shall not exceed five years from the execution date of the Agreement.

STOCKTON PORTS | BANNER ISLAND BALLPARK

2021 PDL Audit Report | Survey: September 3, 2021



FACILITY DATA

2021 PDL Audit Report

Minor League Team Name: **Stockton Ports**

Team Contact: **Pat Filippone**
404 West Freemont Street
Stockton, CA 95203
Phone: 209-639-4021
Email: pfilippone@stocktonports.com

Major League Affiliation: **Oakland Athletics**

Team Classification: **Low-A**

League Affiliation: **West**

Team Ownership: **7th Inning Stretch, LLC**

Facility Name: **Banner Island Ballpark**

Year Facility Was Built: **2005**

Facility Location/Address: **404 West Freemont Street
Stockton, CA 95203**

Facility Ownership: **City of Stockton**

Facility Contact: **Cody Gralapp**
SMG
248 West Freemont
Stockton, CA 95203
Phone: 209-373-1412
Email: cgralapp@smgstockton.com



Section	Facility Standard	Grading Category	Relative Importance	Standard Cutoff (Less Than)			Penalty Range			INPUT	Grade	Comments
				Low	Mid	High	Low	Mid	High			
Section 1 Security												
1	Facility Security:											
	Security Command Post	Binary	L1	-	-	-	1	1	1	1	1	located in adjacent arena
	24/7 Video Surveillance	Binary	L2	-	-	-	2	2	2	1	2	getting new system this Fall
2	Direct Field/Dugout Access: [no penalty if dedicated security]											
	Home Club	Binary	L1	-	-	-	1	1	1	0	0	all players and Umpires share single ramp to field along side truck access ramp
	Visiting Club	Binary	L1	-	-	-	1	1	1	0	0	
	Female Staff	Binary	L1	-	-	-	1	1	1	1	1	
	Umpires	Binary	L1	-	-	-	1	1	1	0	0	
3	Player Parking: Post-Game Security [if no unencumbered route]	Binary	L2	-	-	-	2	2	2	0	0	guarded and secure with staff
Section 1 Total										4		
Section 2 Media Facilities												
1	Media Facilities:											
	Min. desk & floor space for MLB Club staff (30 sq.ft. incl. 6x2 ft desk)	Binary	L1	-	-	-	1	1	1	0	0	
Section 2 Total										0		
Section 3 Home Club Facilities												
1	Home Clubhouse / Dressing Area:											
	Minimum # of Regulation Lockers: 32	Gradient	L3	32	30	28	1	3	10	32	0	(29) @ 30" x 84" plus (3) @36" x 84"
	Lockable storage	Binary	L1	-	-	-	1	1	1	0	0	
	Minimum floorspace: 1,000 sq.ft. (wall-to-wall dimensions)	Gradient	L3	1000	900	800	1	3	10	1,105	0	
2	Home Commissary and Dining Area:											
	Minimum floorspace: 300 sq.ft. [max penalty if not separate space]	Gradient	L2	300	250	175	1	2	5	0	5	No room. Food set-up in Weight Rm. They use a hot box for holding from caterer reach-in cooler in Locker Rm
	Refrigerator	Binary	L1	-	-	-	1	1	1	0	0	
	Freezer	Binary	L1	-	-	-	1	1	1	1	1	
	Sink	Binary	L1	-	-	-	1	1	1	1	1	
	Dishwasher	Binary	L1	-	-	-	1	1	1	1	1	
	Microwave	Binary	L1	-	-	-	1	1	1	0	0	
	Storage Cabinets	Binary	L1	-	-	-	1	1	1	0	0	
	Seating area (min. 8 person capacity)	Binary	L1	-	-	-	1	1	1	1	1	
	Compliance with sanitation and cleanliness standards	Binary	L3	-	-	-	3	3	3	1	3	
3	Home Shower and Toilet Facilities:											
	Shower heads: 8 (10 recommended)	Gradient	L3	8	7	6	1	3	10	10	0	9 + 1
	Water closets: 2	Binary	Critical	-	-	-	10	10	10	0	0	2
	Urinals: 2	Binary	Critical	-	-	-	10	10	10	0	0	2
	Lavatories: 4 (8 recommended)	Gradient	L3	4	3	2	1	3	10	5	0	
	All showers provide hot water (100+ F)	Binary	L1	-	-	-	1	1	1	0	0	
4	Home Training Room											
	Minimum 400 sq.ft.	Gradient	L3	400	300	200	1	3	10	408	0	not incl Trainer's office
	Office desk	Binary	L3	-	-	-	3	3	3	0	0	2 desks in separate office
	2 treatment tables	Gradient	L3	3	2	1	-	3	10	2	0	
	2 full-body whirlpools	Gradient	L2	3	2	1	-	2	5	2	0	
	Ice machine	Binary	L3	-	-	-	3	3	3	0	0	
	Hydrocollator (4-pack minimum)	Binary	L3	-	-	-	3	3	3	0	0	
	Scale	Binary	L1	-	-	-	1	1	1	0	0	
	Stationary bike	Binary	L1	-	-	-	1	1	1	1	1	in adjac. Weight Rm
	Lockable storage for training supplies	Binary	L2	-	-	-	2	2	2	0	0	
	Biohazard waste receptacle	Binary	L3	-	-	-	3	3	3	0	0	
	Sink with hot & cold water	Binary	L3	-	-	-	3	3	3	0	0	
5	Team Laundry Facility											
	2 commercial quality washers (Min 140 F temp; 50 lb capacity)	Binary	L2	-	-	-	2	2	2	1	2	1 commercial and 1 residential
	1 commercial quality dryer (Min 70 lb capacity)	Binary	L2	-	-	-	2	2	2	0	0	(1) 75lb commercial and 1 residential
	Laundry sink	Binary	L1	-	-	-	1	1	1	0	0	
	Located separately from clubhouse, dressing, and training areas	Binary	L3	-	-	-	3	3	3	0	0	
6	Team Equipment Room: min. 300 sq.ft.; lockable; reasonable proximity	Binary	L1	-	-	-	1	1	1	0	0	
7	Home Staff Lockers / Dressing Area:											
	Minimum of 7 staff lockers; Regulation size	Gradient	L3	7	6	5	1	3	10	6	1	6+2 in Mgr's (30" x 84")
	Separate from player dressing area	Binary	L1	-	-	-	1	1	1	0	0	
8	Home Field Manager's Office:											
	Separate manager's office	Binary	L3	-	-	-	3	3	3	0	0	
	Separate toilet, shower, and dressing area [may be shared with coach	Binary	L1	-	-	-	1	1	1	0	0	Jack/Jill
	Meeting space for at least 6 people	Binary	L2	-	-	-	2	2	2	0	0	no table
	Hard-wired phone OR adequate cell phone reception	Binary	L1	-	-	-	1	1	1	0	0	
Section 3 Total										16		



Section	Facility Standard	Grading Category	Relative Importance	Standard Cutoff (Less Than)			Penalty Range			INPUT	Grade	Comments
				Low	Mid	High	Low	Mid	High			
Section 4 Visiting Club Facilities												
1	Visiting Clubhouse/Dressing Area:											
	Minimum # of Regulation Lockers: 32	Gradient	L3	32	30	28	1	3	10	29	3	30" x 84"
	Lockable storage	Binary	L1	-	-	-	1	1	1	0	0	
	Minimum floorspace: 1,000 sq.ft. (wall-to-wall dimensions)	Gradient	L3	1000	900	800	1	3	10	810	3	
2	Visiting Commissary and Dining Area:											
	Minimum floorspace: 300 sq.ft. [max penalty if not separate space]	Gradient	L2	300	250	175	1	2	5	0	5	
	Refrigerator	Binary	L1	-	-	-	1	1	1	0	0	reach-in cooler
	Freezer	Binary	L1	-	-	-	1	1	1	1	1	
	Sink	Binary	L1	-	-	-	1	1	1	1	1	
	Dishwasher	Binary	L1	-	-	-	1	1	1	1	1	
	Microwave	Binary	L1	-	-	-	1	1	1	1	1	
	Storage Cabinets	Binary	L1	-	-	-	1	1	1	1	1	
	Seating area (min. 8 person capacity)	Binary	L1	-	-	-	1	1	1	1	1	
	Compliance with sanitation and cleanliness standards	Binary	L3	-	-	-	3	3	3	1	3	
3	Visiting Shower and Toilet Facilities											
	Shower heads: 6	Gradient	L3	6	5	4	1	3	10	8	0	
	Water closets: 2	Binary	Critical	-	-	-	10	10	10	0	0	2
	Urinals: 2	Binary	Critical	-	-	-	10	10	10	0	0	2
	Lavatories: 4	Gradient	L3	4	3	2	1	3	10	4	0	
	All showers provide hot water (100+ F)	Binary	L1	-	-	-	1	1	1	0	0	
4	Visiting Training Room											
	Minimum 300 sq.ft.	Gradient	L3	300	250	150	1	3	10	318	0	
	Office desk	Binary	L3	-	-	-	3	3	3	1	3	
	2 treatment tables	Gradient	L3	3	2	1	-	3	10	2	0	
	2 full-body whirlpools	Gradient	L2	3	2	1	-	2	5	0	5	have one water hook-up on wall
	Ice machine	Binary	L3	-	-	-	3	3	3	1	3	
	Hydrocollator (4-pack minimum)	Binary	L3	-	-	-	3	3	3	0	0	
	Biohazard waste receptacle	Binary	L3	-	-	-	3	3	3	0	0	
	Sink with hot & cold water	Binary	L3	-	-	-	3	3	3	1	3	
5	Visiting Staff Lockers / Dressing Area											
	Minimum of 7 staff lockers; Regulation size	Gradient	L3	7	6	5	1	3	10	6	1	30" x 84"
	Separate from player dressing area	Binary	L1	-	-	-	1	1	1	0	0	
6	Visiting Field Manager's Office											
	Separate manager's office	Binary	L3	-	-	-	3	3	3	1	3	
	Separate toilet, shower, and dressing area [may be shared with coach	Binary	L1	-	-	-	1	1	1	0	0	
	Meeting space for at least 4 people	Binary	L2	-	-	-	2	2	2	0	0	space in Coaches Locker Rm
	Hard-wired phone OR adequate cell phone reception	Binary	L1	-	-	-	1	1	1	0	0	
Section 4 Total										38		
Section 5 Additional Team Facilities												
1	Cleaning and Sanitation Protocols											
	Submission and approval of written protocols	Binary	L3	-	-	-	3	3	3	0	0	
	Adherence to protocols	Binary	L3	-	-	-	3	3	3	0	0	cleaned daily by third party!
	Team Storage: minimum 200 sq.ft. [Or 2x minimum 100 sq. ft.]	Binary	L1	-	-	-	1	1	1	0	0	315 sf
3	Umpire Facilities											
	Enough regulation lockers for # of umpires at level of play	Binary	L3	-	-	-	3	3	3	0	0	(4) 30" x 84"
	Minimum 200 sq.ft.	Gradient	L2	200	175	150	1	2	5	342	0	
4	Female Staff Facilities:											
	Private dressing, shower, and toilet facility [10 pt total penalty if NA]	Binary	Critical	-	-	-	10	10	10	1	10	
	Reasonable proximity to home and visiting clubhouses	Binary	L1	-	-	-	1	1	1			
	Minimum 4 regulation lockers	Gradient	L2	4	3	2	1	2	5			
	Minimum 200 sq.ft.	Gradient	L2	200	175	150	1	2	5			
	Shower heads: 2	Gradient	L3	NA	2	1	NA	1	10			
	Water closets: 2	Gradient	L3	NA	2	1	NA	1	10			
	Lavatories: 2	Gradient	L3	NA	2	1	NA	1	10			
5	Weight Room:											
	On-site weight room (min 750 sq. ft.) available to H+V [10 pt none]	Gradient	L3	750	600	450	1	3	10	550	3	
	Enclosed, climate-controlled space	Binary	L3	-	-	-	3	3	3	0	0	
	Rubber mats / flooring (or other MLB Club approved flooring)	Binary	L1	-	-	-	1	1	1	1	1	carpet
6	Hitting/Pitching Tunnels:											
	Two covered pitching / hitting tunnels [10 pt total penalty if less than	Binary	Critical	-	-	-	10	10	10	0	0	
	Tunnel 1: Minimum dimensions (12' h x 15' w x 75' l)	Gradient	L2	See schedule			1	2	4	NA	4	9x14x84
	Tunnel 2: Minimum dimensions (12' h x 15' w x 75' l)	Gradient	L2	See schedule			1	2	4	NA	4	9x14x84
	Padding pitching screen (8' x 8')	Binary	L1	-	-	-	1	1	1	0	0	
	Sufficient lighting systems [minimum 70 fc]	Binary	L1	-	-	-	1	1	1	1	1	
	Well-ventilated space	Binary	L1	-	-	-	1	1	1	0	0	open on 2 sides and no forced air. Does not get wet from rain
	Power outlets	Binary	L1	-	-	-	1	1	1	0	0	
	Professional quality netting without defects	Binary	L3	-	-	-	3	3	3	1	3	lots of patches evident. Should be replaced
Section 5 Total										26		
Section 6 High-Speed Internet												
1	Primary Internet Connection	Binary	Critical	-	-	-	10	10	10	1	10	
2	Secondary Internet Connection	Binary	L3	-	-	-	3	3	3	1	3	
Section 6 Total										13		



Section	Facility Standard	Grading Category	Relative Importance	Standard Cutoff (Less Than)			Penalty Range			INPUT	Grade	Comments
				Low	Mid	High	Low	Mid	High			
Section 7 Playing Field												
1	Field Dimensions Compliance:											
	Distance Between Bases (+/- 3")	Binary	L2	-	-	-	2	2	2	0	0	
	Pitcher's Mound Height (+/- 1")	Binary	L3	-	-	-	3	3	3	0	0	9.5" height; mound to plate distance is 60"8"
	Pitcher's Mound Slope	Binary	L3	-	-	-	3	3	3	1	3	Slope is 1" too steep
	Playing Surface:											
	No defects or trip hazards	Binary	L3	-	-	-	3	3	3	1	3	1) Lips - infield skin and warning track dirt edges are low on material (+1" low) 2) All base anchors are installed too low which results in the base being less secure when inserted in the anchor. The top of the 2B anchor is installed 3" below finished grade. Manufacturers recommendation is a max of 1" below grade. 3) Observed a few field drains, located in round valve boxes along the perimeter of the field wall, not installed plumb. Adjust valve boxes so they are level with the track surface. 4) Off-Field Bullpen - The warning track adjacent to the synthetic turf wood curb by the catcher's area is low - the warning track needs to be flush with the turf/curb to provide a smooth transition Warning track in front of the dugouts is 13' wide
	Warning track - covering all zones within 15' of all walls/fences	Binary	L2	-	-	-	2	2	2	1	2	
	Warning track material - sufficiently different surface type	Binary	L2	-	-	-	2	2	2	0	0	
2	Field Grade											
	Flat infield playing surface [Existing facilities in compliance up to .37%	Binary	L2	-	-	-	2	2	2	0	0	
	Maximum grade from baseline to dugout step = 8"	Binary	L2	-	-	-	2	2	2	1	2	12" of fall
	Maximum grade from second base to OF warning track = 20"	Binary	L2	-	-	-	2	2	2	0	0	
3	Field Wall											
	Minimum 8' high [5' minimum in front of existing bullpens]	Binary	L3	-	-	-	3	3	3	0	0	8' h; 12'h in LF
	Protective padding up to at least 8' high (or top of wall)	Binary	L3	-	-	-	3	3	3	0	0	
	Appropriate safeguards over any LEDs (if applicable)	Binary	L1	-	-	-	1	1	1	0	0	
4	Bullpens											
	New facilities: Bullpen location off the playing field	Binary	L3	-	-	-	3	3	3	0	0	
	Protective overhead cover (if off the playing field)	Binary	L2	-	-	-	2	2	2	1	2	
	No tripping hazard (if in foul territory)	Binary	L3	-	-	-	3	3	3	0	0	
	Visible to both dugouts and press box (or appropriate video feed)	Binary	L1	-	-	-	1	1	1	0	0	
	Two pitching mounds and home plates per bullpen	Binary	L3	-	-	-	3	3	3	0	0	
	Regulation Dimension (height and slope)	Binary	L3	-	-	-	3	3	3	1	3	Home and Visitor Bullpen slopes are too steep
	Bench for 10 players in each bullpen	Binary	L1	-	-	-	1	1	1	0	0	
	Dedicated phones or walkie-talkies with connection to dugout	Binary	L1	-	-	-	1	1	1	0	0	Phones
5	Dugouts											
	Bench: Minimum 45' total length	Binary	L2	-	-	-	2	2	2	0	0	52'-10"
	Bench with seatback	Binary	L1	-	-	-	1	1	1	0	0	
	Helmet rack for minimum of 15 helmets	Binary	L1	-	-	-	1	1	1	0	0	
	Bat rack for minimum of 30 bats	Binary	L1	-	-	-	1	1	1	0	0	
	Water source within 100' of each dugout	Binary	L1	-	-	-	1	1	1	0	0	
	New facilities: Direct access to restroom	Binary	L1	-	-	-	1	1	1	0	0	have bathrooms
	Anti-skid surface on steps and walkways	Binary	L3	-	-	-	3	3	3	0	0	yes, but rubber tiles are loose and potential tripping hazard
	Protective netting along entirety of dugout guardrail	Binary	L3	-	-	-	3	3	3	0	0	netting needs replaced
6	Field Equipment											
	Batting Cage (min. dimensions w/ padding)	Binary	L3	-	-	-	3	3	3	0	0	
	All required Field Screens	Binary	L3	-	-	-	3	3	3	0	0	
	Batter's Eye: Dimensions (Min 30' h x 60' w) [New facilities = 36' h x 60' w]	Binary	L2	-	-	-	2	2	2	1	2	19' x 78'
	Batter's Eye: No white lettering/background, motion effects, or LED w	Binary	L1	-	-	-	1	1	1	0	0	
	Foul Poles: minimum 30' high	Binary	L1	-	-	-	1	1	1	0	0	
	Foul Poles: minimum 8' padding at base	Binary	L3	-	-	-	3	3	3	0	0	
7	Field Lighting Average fc [Infield]	Gradient	L3	-	90	70	1	3	10	94	0	
	Field Lighting Average fc [Outfield]	Gradient	L3	-	60	50	1	3	10	67.7	0	
	Field Lighting Uniformity Ratio [Infield]	Gradient	L2	-	1.3	1.7	1	2	5	1.22	1	
	Field Lighting Uniformity Ratio [Outfield]	Gradient	L2	-	2.2	3.0	1	2	5	2.31	2	
8	Batting Cage Gate	Binary	L1	-	-	-	1	1	1	0	0	
9	Backstop	Binary	L1	-	-	-	1	1	1	0	0	
10	Playing Field Tarps: infield, pitcher's mound, home plate, base pit, and I	Binary	L3	-	-	-	3	3	3	0	0	
Section 7 Total											20	



FACILITY STANDARDS: GRADING RUBRIC
STOCKTON
 9/3/2021

Violation Results in Automatic Non-Compliance

EXHIBIT 1

Section	Facility Standard	Grading Category	Relative Importance	Standard Cutoff (Less Than)			Penalty Range			INPUT	Grade	Comments
				Low	Mid	High	Low	Mid	High			
Section 8 Maintenance												
1	Facility Maintenance Staff & Practices											
	Groundskeeper w/ turf degree or other approved accreditation	Binary	L3	-	-	-	3	3	3	0	0	
	Sufficient groundskeeping staff - no player or coach upkeep required	Binary	L3	-	-	-	3	3	3	1	3	The facility does not employ an assistant groundskeeper. From field conditions, it is apparent that more labor hours are needed to improve the quality of the playing surface.
	Approved Groundskeeping Program that is followed by club	Binary	L3	-	-	-	3	3	3	0	0	
2	Field Maintenance Equipment											
	Dirt/clay care equipment	Binary	L2	-	-	-	2	2	2	1	2	Facility does not have a small, high RPM tiller (recommend an Echo TC210, Mantis tiller, or equivalent) or plate compactor.
	Turf care equipment	Binary	L2	-	-	-	2	2	2	1	2	Facility does not have a boom sprayer
3	Playing Field Reconditioning (prior to each game)	Binary	L3	-	-	-	3	3	3	0	0	
4	Field Maintenance Materials (sufficient drying material on hand)	Binary	L1	-	-	-	1	1	1	0	0	
5	Full-Field Irrigation System	Binary	L3	-	-	-	3	3	3	1	3	1) Observed irrigation heads that are installed too low (up to 2") 2) Observed valve boxes that are installed too low (1.5")
6	Field Drainage System	Binary	L2	-	-	-	2	2	2	0	0	
Section 8 Total										10		
TOTAL FACILITY SCORE										127		



Field Lighting Assessment

Name: Stockton Ports
 Location: Stockton, CA
 Affiliation: Oakland Athletics
 Class: Low-A
 League: West

EXHIBIT 1
EWING
COLE

EwingCole Project: 20200656



H: Home Bullpen V: Visitor Bullpen

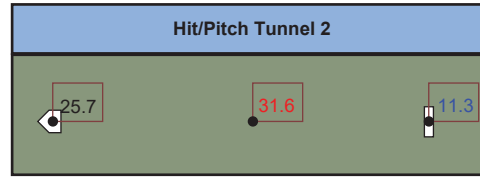
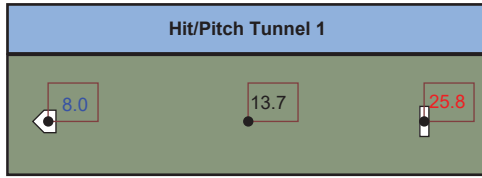
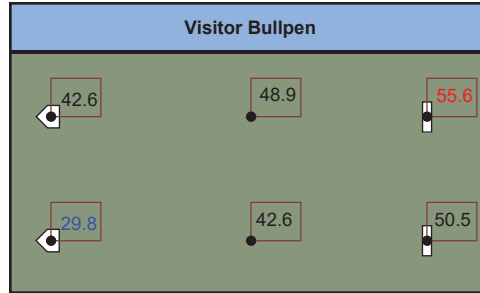
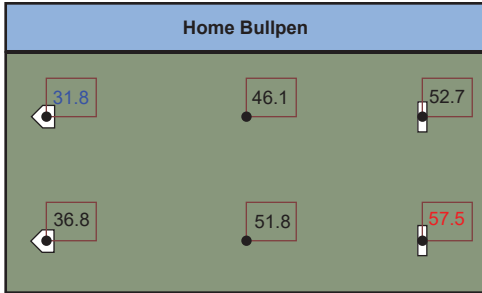
Key	Sports Lighting System Information		Measurements		
	Stadium/Ballpark	Banner Island Ballpark	Number of Lamps	120	
	Date Installed	04/01/2005	Lamps Out	2	
	Manufacturer	Musco	Height of Poles	A: 90' B: 90' C: C1:80' C2,C3,C4:88'	
	Lamp Type	Metal Halide - Light Structure Green	Requirements	Measured Readings	PDL Stds.
	Lamp Watts	1500 W	Infield	Average 94.0 FC	100 FC
	Lighting Assessment Information		Outfield	Average 67.7 FC	70 FC
	Date of Readings	08/24/2021	Home Bullpen	Average 46.1 FC	50 FC
	Readings Taken By	EwingCole	Visitor Bullpen	Average 45.0 FC	50 FC
	Light Meter	Gossen-Mavolux 5032B	Hit/Pitch Tunnel 1	Average 15.8 FC	70 FC
	Meter Calibration Date	04/02/2021	Hit/Pitch Tunnel 2	Average 22.9 FC	70 FC
	Weather/Temperature	Clear / 70°			



Field Lighting Assessment

Name: Stockton Ports
 Location: Stockton, CA
 Affiliation: Oakland Athletics
 Class: Low-A
 League: West

Additional Measurement Areas:



Foot-candle Light Summary Data:

Area	Criteria	Measured	PDL Facility Standards
Infield	Average	94.0 FC	100 FC
	Uniformity Ratio	1.22/1	1.2/1
Outfield	Average	67.7 FC	70 FC
	Uniformity Ratio	2.31/1	2.0/1
Home Bullpen	Average	46.1 FC	50 FC
Visitor Bullpen	Average	45.0 FC	50 FC
Hitting/Pitching Tunnel 1	Average	15.8 FC	70 FC
Hitting/Pitching Tunnel 2	Average	22.9 FC	70 FC

Summary of Findings:

This sports lighting system currently does not comply with PDL Facility Standards. By a small margin, this system currently does not meet any of the field lighting requirements.

The hitting/pitching tunnels light levels do not meet the PDL Facility Standard.

Recommendations to meet PDL Facility Standards:

In order to comply with the PDL Facility Standards, this sports lighting system needs one of the following approaches to be done to be compliant.

The first approach would be to clean and re-lamp all luminaires and to hire a qualified sports lighting specialist to help re-aim the system and take measurements until full compliance is confirmed.

The second approach would be to replace the system with a new LED sports lighting system. In this case, we would recommend you retain a qualified sports lighting designer and electrical engineer to establish project requirements for this specific site in order to properly engage a sports lighting manufacturer.

A new overall LED lighting layout is recommended to bring the hitting/pitching tunnel light level averages up to 70 FC.

Special Notes on Installation:

FACILITY PHOTOS - GENERAL

2021 PDL Audit Report



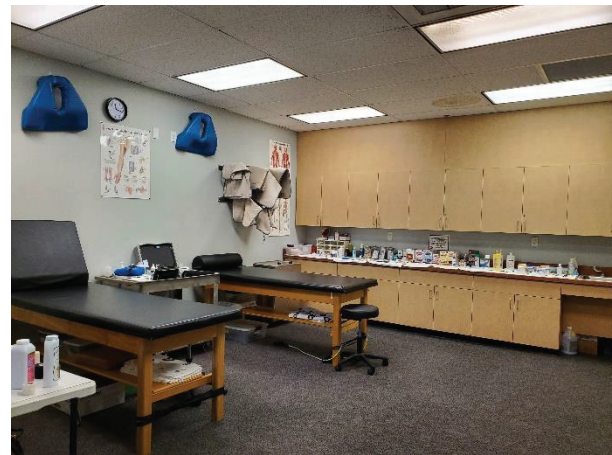
SECTION 3.1: HOME CLUBHOUSE/DRESSING AREA



SECTION 3.2: HOME COMMISSARY/DINING AREA



SECTION 3.3: HOME SHOWER AND TOILET FACILITIES



SECTION 3.4: HOME TRAINING ROOM



SECTION 3.5: TEAM LAUNDRY FACILITY



SECTION 3.7: HOME STAFF LOCKERS/DRESSING AREA

FACILITY PHOTOS - GENERAL

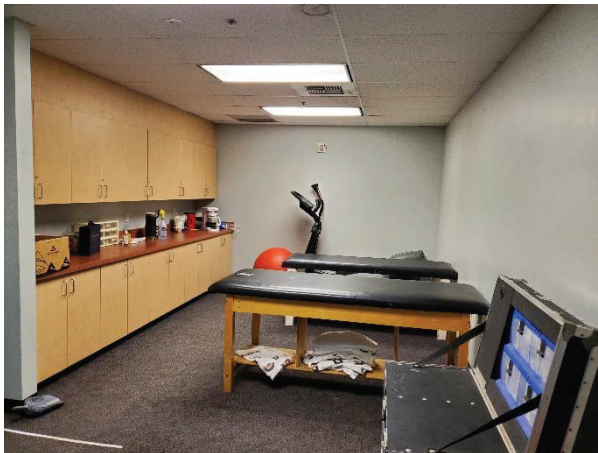
2021 PDL Audit Report



SECTION 4.1: VISITING CLUBHOUSE/DRESSING AREA



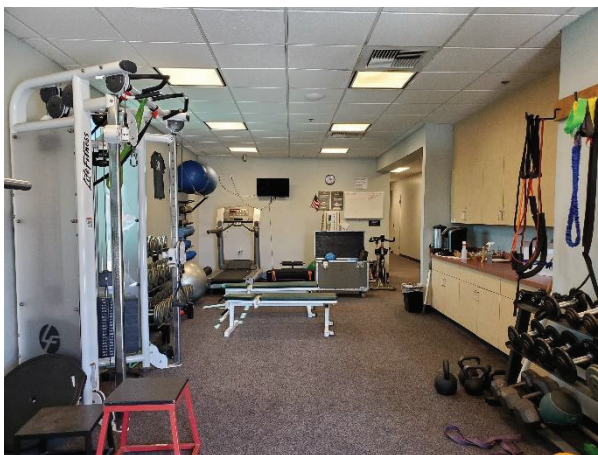
SECTION 4.2: VISITING COMMISSARY/DINING AREA



SECTION 4.4: VISITING TRAINING ROOM



SECTION 4.5: VISITING STAFF LOCKERS/DRESSING AREA



SECTION 5.5: WEIGHT ROOM

FACILITY PHOTOS - GENERAL

2021 PDL Audit Report



SECTION 5.6: HITTING/PITCHING TUNNELS



SECTION 7: PLAYING FIELD



SECTION 7.3: FIELD WALL



SECTION 7.5: DUGOUTS



SECTION 7.6.3: BATTER'S EYE



SECTION 7.6.4: FOUL POLES

FACILITY PHOTOS - SAMPLES OF NON-COMPLIANCE

2021 PDL Audit Report



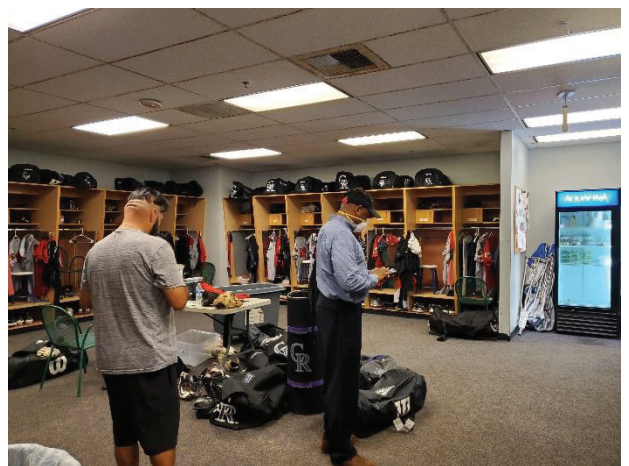
SECTION 3.2: HOME COMMISSARY AND DINING AREA IS NOT SEPARATED FROM THE LOCKER RM (IS IN THE WEIGHT RM) IS MISSING MUCH OF THE REQ'D EQUIPMENT AND HAS NO SEATING.



SECTION 3.1: THE HOME CLUBHOUSE DRESSING AREA IS NOT LARGE ENOUGH.



SECTION 4.1: THE VISITING CLUBHOUSE/DRESSING AREA IS NOT BEG ENOUGH



SECTION 4.2: THERE IS NO VISITING COMMISSARY/DINING AREA.

FACILITY PHOTOS - SAMPLES OF NON-COMPLIANCE

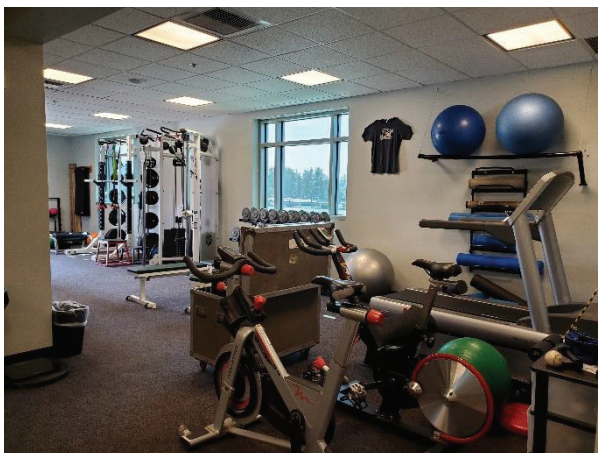
2021 PDL Audit Report



SECTION 4.4: THE VISITING TRAINING ROOM ONLY HAS ONE FULL-BODY WHIRLPOOL AND DOES NOT HAVE AN ICE MACHINE.



SECTION 5.6: THE TWO HITTING/PITCHING TUNNELS ARE NOT WIDE ENOUGH.



SECTION 5.5: THE WEIGHT ROOM IS NOT LARGE ENOUGH AND DOES NOT HAVE RUBBER MAT FLOORING.



SECTION 7.5: THE DUGOUT HAS ANTI-SKID FLOORING BUT THE RUBBER MATS ARE LOOSE WITH GAPS AND PRESENT A TRIPPING HAZARD.



SECTION 7.6: THE BATTER'S EYE IS NOT TALL ENOUGH.

PLAYING FIELD PHOTOS - SAMPLES OF NON-COMPLIANCE

2021 PDL Audit Report



SECTION 7 (PLAYING FIELD) – ADD ADDITIONAL MATERIAL AROUND WOOD CURB in BULLPEN– TRIPPING HAZARD



SECTION 7 (PLAYING FIELD) – VALVE BOX IS INSTALLED TOO LOW



SECTION 7 (PLAYING FIELD) SURFACE DRAINS INSTALLED ON WARNING TRACK ARE NOT LEVEL WITH WARNING TRACK



SECTION 7 (PLAYING FIELD) – FIELD OVERVIEW PHOTO

Schmitt, Craig J.

From: Pat Filippone <PFilippone@stocktonports.com>
Sent: Wednesday, October 06, 2021 6:33 PM
To: Schmitt, Craig J.
Subject: FW: follow-up question re: MLB ballpark assessment

Sent from EXTERNAL Source

Craig – see below for the response I sent. Let me know if you need anything else.

Pat Filippone
President
Seventh Inning Stretch
Stockton Ports/Delmarva Shorebirds/Everett AquaSox
209-644-1900

From: Pat Filippone
Sent: Friday, September 10, 2021 4:58 AM
To: Schmitt, Craig J. <cschmitt@ewingcole.com>
Subject: FW: follow-up question re: MLB ballpark assessment

Craig – see below from our IT company. Let me know if you need anything else from me in this matter.

UTI is Utility Telephone – a local provider. We have two providers for back up/access, etc.

Pat Filippone
President
Seventh Inning Stretch
Stockton Ports/Delmarva Shorebirds/Everett AquaSox
209-644-1900

From: Raymond Smith <raysmith@ez-netsys.net>
Sent: Friday, September 10, 2021 4:29 AM
To: Pat Filippone <PFilippone@stocktonports.com>
Subject: RE: follow-up question re: MLB ballpark assessment

Hi Pat

Current internet is:

Comcast 300/30 (does not meet the 6.1 standard, but could meet the 6.2 backup standard)

UTI (Backup) 20/20 (possibly meets the 6.2 backup standard “or the highest shared bandwidth connection available”

If AT&T can deliver fiber to get 300/300 for 6.1 would require a 500/500 (att doesn’t sell a 300mb level), approx.

\$1,711.18/mo on a 3 year commitment

Also it is possible we could get comcast dedicated fiber, both would require some research. Note fiber installs can take 6+ months, so keep that in mind for when this is needed.





Let me know if you have any additional questions.



Raymond Smith

President
EZ Network Systems



-  +1 209-477-4390
-  raysmith@ez-netsys.net
-  www.ez-netsys.net
-  4203 Coronado Ave Ste 1, Stockton, CA 95204

[Book an Appointment with me](#)

From: Pat Filippone <PFilippone@stocktonports.com>
Sent: Tuesday, September 7, 2021 7:26 PM
To: Raymond Smith <raysmith@ez-netsys.net>
Subject: FW: follow-up question re: MLB ballpark assessment

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Raymond – see below. Can you provide this info? Let me know – thanks.

Pat Filippone
President
Seventh Inning Stretch
Stockton Ports/Delmarva Shorebirds/Everett AquaSox
209-644-1900

From: Schmitt, Craig J. <cschmitt@ewingcole.com>
Sent: Tuesday, September 7, 2021 4:32 AM
To: Pat Filippone <PFilippone@stocktonports.com>; tlarios@sngstockton.com
Subject: follow-up question re: MLB ballpark assessment

Pat/Todd,

Thank you again for your time and hospitality last week.

As mentioned during our visit, can you please have the person in charge of your IT service send me a description of the internet service you currently have at the ballpark so we can evaluate it per the scoring rubric. The description should be as specific as possible with respect to the standards described in Articles 6.1 and 6.2. If you do not comply with 6.1 there is a 10-point penalty so I want to be sure we have this scored correctly.

You may have been asked by MLB to provide similar information prior to the standards being issued. That information was used to develop the standard. We are not privy to that information, so we are asking each team to provide this information so we can complete the scoring rubric.

Thank you in advance.

Craig

Craig J. Schmitt, RA
PRINCIPAL

EwingCole
Federal Reserve Bank Building
100 N. 6th Street
Philadelphia, PA 19106-1590
DIRECT 215.409.4264
TEL 215.923.2020
EMAIL cschmitt@ewingcole.com

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www.ewingcole.com/sports

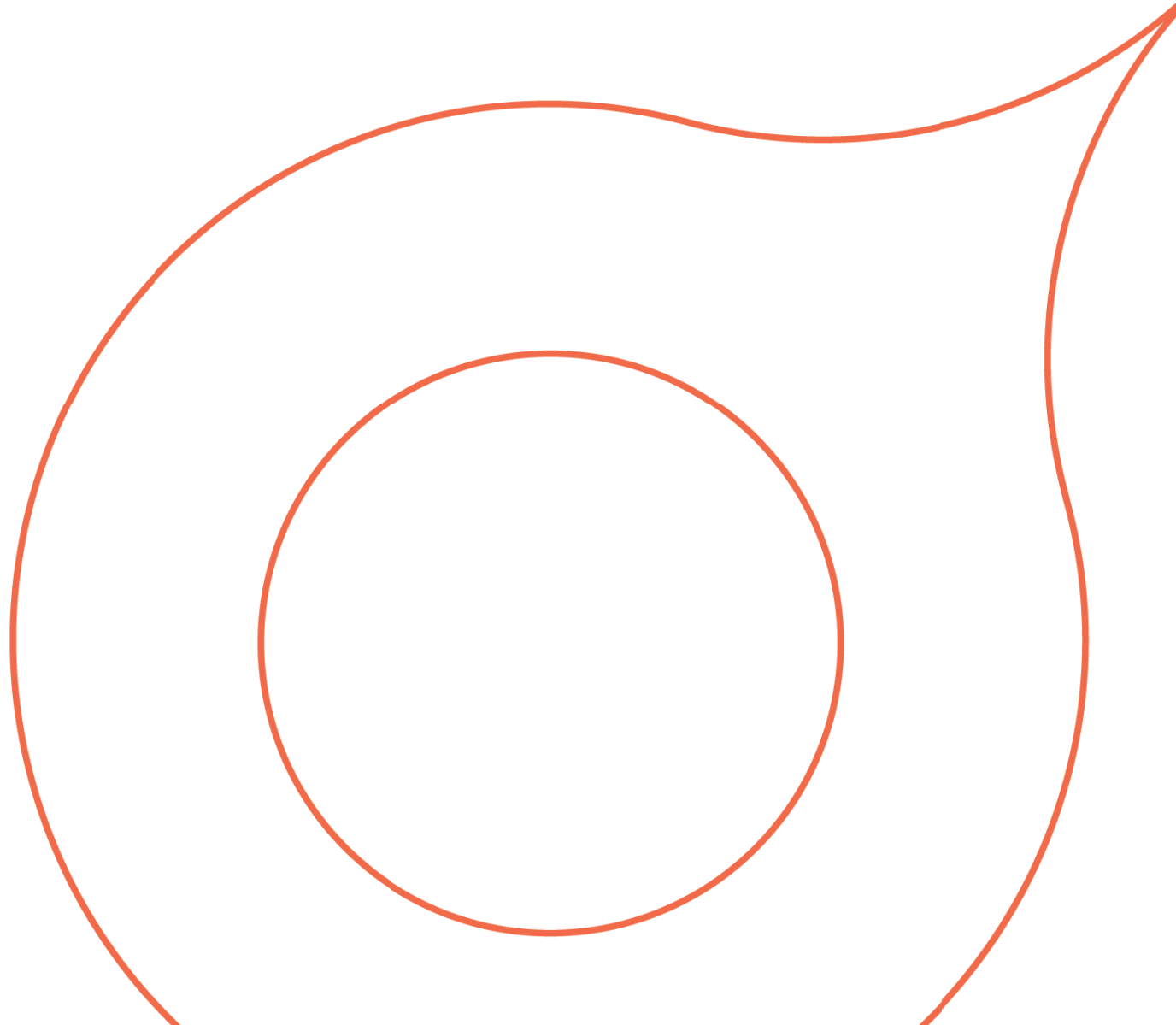


Request for Proposals (RFP) PUR 23-022

Architectural Services for Ballpark MLB Standards Upgrade

Prepared by Pendulum
for the City of Stockton, California

Thursday, March 23, 2023





PENDULUM

March 23, 2023

To: City of Stockton
CC: Alexandria De Lashmutt, Office of the City Clerk
425 North El Dorado Street, First Floor | Stockton, CA 95202-1997
e: stocktonbids@stocktonca.gov | t: 209.937.8357

Re: Request for Proposals (RFP) PUR 23-022 – Architectural Services for Ballpark MLB Standards Upgrade

Dear Ms. De Lashmutt and the Evaluation Panel:

Enclosed with this letter please find the Pendulum proposal for Architectural Services associated with the MLB Standards Upgrade at Banner Island Ballpark in the City of Stockton, CA. We are thrilled to be considered for this opportunity and firmly believe that we are the right team to collaborate with the City of Stockton to deliver the most state-of-the-art ballpark renovation and improvements project.

It is our hope that our response to the City's Request for Proposals is not only informative but also impresses upon the mind of the reader the fact that the Pendulum team is dedicated and committed to not only the design and development of ballparks and municipal projects, but more importantly that we are advocates for the healthy growth and advancement of communities. Our combined experience in the industry informs us that great design is only a fraction of the equation in the long-term success of a ballpark.

The Pendulum team is best suited for assisting the City of Stockton with this project because the foundation of our approach is entrepreneurial. As owners of our business, we as entrepreneurs are less "traditional" as it relates to architects who simply design beautiful buildings; our focus is on the long-term success of our clients. We do not believe in design just for the sake of design, thus creating shrines to ourselves, our work is on behalf of the communities we serve.

If you have any questions or require further clarification on any of the information contained in this proposal, please do not hesitate to contact Pendulum Founding Principal/CEO and direct client contact, Jonathan O'Neil Cole. swigSPACE Principal in Charge, Ian Glidden, shall serve as the local, alternate point of contact for this proposal as the Architect of Record and California licensed architect oversight for the project. Thank you.

Sincerely,

Jonathan O'Neil Cole, AIA, NCARB, NOMA | Founder/CEO, Pendulum
e: jonathan@pendulumkc.com | direct: 816.399.5251 | mobile: 816.694.6777
1512 Holmes Street, Kansas City, MO, 64108
NCARB #130053, Cert. #64360



TABLE OF CONTENTS

1	EXECUTIVE SUMMARY
2	PROJECT TEAM
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5	PROJECT WORK PLAN
6	PROJECT WORK MATRIX
7	PROJECT SCHEDULE
8	APPENDIX AND ATTACHMENTS

EXECUTIVE SUMMARY



As the responding Proponent to the City of Stockton's Request for Proposal, Pendulum shall include the following key members of our architectural and engineering design team for the scope of services requested:

- Jonathan O'Neil Cole, AIA, NCARB, NOMA, Lead Architect
- John Iiams, Senior Project Manager
- Ian Glidden, Architect of Record
- Andrew Randolph, SE, Structural Engineer of Record
- Ryan Fitzpatrick, SE, Technical Structural Engineer
- Mike Auchter, PE, Structural Project Manager
- L. Alberto Lopez, RCE, QSD/P, Principal Civil Engineer
- Scott Boyle, PE, LEED AP, Principal Mechanical/Plumbing Engineer
- Steve Eastham, PE, Principal Electrical Engineer

The Pendulum team lead by Jonathan O'Neil Cole is an assembly of design professionals with extensive experience in large scale ballpark, public development and similar-complexity projects that have consistently materialized into built work. The requirements and scope of this RFP most closely aligns with Pendulum's successful execution of the renovations at Neuroscience Group Field in Appleton, WI as well as our current efforts in behalf of the Dayton Dragons in Dayton, OH at Day Air Ballpark, among several other current ballpark renovation projects underway.

As is stated in our firm profile, Pendulum is committed to providing meaningful Principal involvement on the design team. This is one of the advantages of Pendulum being considered "the biggest small firm in sports"; our clients receive the undivided attention of our owner versus being passed off to junior staff once the project is won. We are fully committed and available to execute any and all tasks associated with the scope of this project - we challenge ourselves to exceed expectation, and our clients' trust is of paramount importance.

The qualifications and experience of the Pendulum team will ensure that all City of Stockton and project stakeholder goals are met. Our proposed work plan outlined in this response has been designed to encourage collaboration through multiple formats including bi-weekly Zoom meetings and three to four on-site visits/formal presentations at key milestones. To help facilitate all stakeholder's ability to visualize the stated scope of work the Pendulum team will utilize Building Information Modeling (BIM) and virtual reality experiences that allow on screen manipulation of our models as well as real time walkthroughs of proposed improvements using virtual reality goggles.

In compliance with the requirements of the RFP we have included our detailed project understanding and approach, professional references for relevant projects, and a detailed proposal fee associated with the scope of work that shall occur over a period of eight (8) months from notice to proceed [NTP through completion of Construction Documentation].



"When comes to sports facilities, Jonathan Cole 'gets it'. He is a listener and I have come to see that he appreciates feedback and wants to get to know who the operator plans to use the facility."
 - Rob Zerjav, President, Wisconsin Timber Rattlers

PROJECT TEAM

EXHIBIT 1





Pendulum is a Kansas City, Missouri-based architectural practice with satellite offices in Gastonia, North Carolina and Greenbelt, Maryland.

Pendulum specializes in the design and documentation of commercial, boutique hospitality, sports, retail and residential projects. Our track record as experts in facility assessment, fan experience enhancement, capital improvement planning, and phased facility maintenance support has promoted the economic sustainability of our clients' municipal assets. Instead of designing for the sake of design, Pendulum attacks projects from the vantage point of the operator. Simply put - we are pro forma based designers. We design with the purpose of maximizing the use of every square-inch of the facility which fosters increased foot traffic, efficient repetitive use, enhanced patron comfort, and increased owner/operator revenue. Our design promotes a lifestyle rather than just a project.

In 2007, the principal/owner of Pendulum, Jonathan O'Neil Cole, had a vision of opening an entrepreneurial practice devoted to strategy-oriented projects and client-centered relationships. As an expert in an array of architectural building types, he has focused our practice on community enhancement and sports facility design. Just as a Pendulum is smooth, balanced, in perpetual motion and elegant harmony, this visual metaphor aptly describes our



OUR DESIGNS SHAPE COMMUNITIES

design philosophy and process, we capture the vibrant interaction between shape, motion, and form.

A key difference between Pendulum and other firms is the fact that when you select Pendulum you get dedicated, direct, and continuous involvement of the principal owner of the firm. Our principal/owner is a "working principal" so the high expectations we have outlined for our staff is the same expectation of our principal as it relates all aspects of project delivery including sketching, drafting, 3D modeling, project documentation, and exhibiting an overall knowledge of advanced industry technology, market trends, and thought-leadership.



ORGANIZATIONAL CHART





Firm Profile - swigSPACE
Architecture

swigSPACE was formed in 2020 and is based in Marin County north of San Francisco. swigSPACE focuses on regional projects ranging from small commercial projects to high-end custom single-family homes.

Much of our work is in collaboration with other architects and designers. swigSPACE shall serve the role of Architect of Record and California Licensed Architectural Oversight for this project for the City of Stockton, working closely with Lead Architectural Firm, Pendulum.

Partner: Ian Glidden, architect
Partner: Stephanie Wong, architect



Firm Profile - Zeltmacher
Specialized Structural Engineering

Zeltmacher Structural Design Engineering (ZSDE) is a high-performance engineering group that specializes in collaborative professional services and is dedicated to client satisfaction. Founded in May 2010 by Andrew R. Randolph, President and Ryan J. Fitzpatrick, Vice-President, Visalia, CA-based ZSDE provides Structural Engineering services to Central California areas including Bakersfield, Fresno, Sacramento, and throughout the western United States. We bring over 60 years combined experience to specialize in architectural, institutional, industrial, agricultural, commercial, and high-end residential projects. Our focus is project delivery and client relationship-building.

PHILOSOPHY

We believe that good design, by definition, is a collaborative process through which different needs unite in pursuit of a common goal. To this purpose, structural engineering seeks to create a built environment that is resistant to the forces of nature and environment, is safe and practical for human use, and is aesthetically pleasing in its own regard. Good engineering design accomplishes these goals while using natural materials in an efficient and environmentally responsible manner.



Firm Profile - CLAD Consulting
Civil Engineering

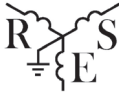
CLAD Consulting provides civil engineering design, project management, and construction services throughout California. Our single point-of-contact approach seamlessly governs your project from concept, through planning, into design and construction. We consistently focus a step ahead to proactively address potential problems before they arise.

Core Capabilities

CLAD Consulting brings comprehensive, in-house expertise to the entire project process, from concept development, planning, and design to construction completion and close-out. Our multidisciplinary team is centered on client aspirations and delivering quality designs and successful outcomes.

Differentiators

With nearly 90 years of combined industry experience, CLAD Consulting brings a full range of expertise to every project to provide cost-effective solutions and practical, buildable designs. Our extensive technical background is fortified by our innovative, analytical approach to identifying solutions and consistently responsive, efficient communications.



Firm Profile - Rose • Sing • Eastham & Associates
Electrical Engineering Design

Rose Sing Eastham & Associates is located in Visalia, California and performs projects throughout the Central and Northern California areas. Our staff of engineering, design, inspection and CAD professionals can support projects of varying types and sizes.

Our work experience includes projects such as clinics, schools, hospitals, airport facilities, corporate office headquarters, jails, and water treatment plants, to name just a few. Our vast experience in project types exposes us to new and state-of-the-art products and technology, which can be applied to specific jobs. Each project is approached with the owner's interest in mind. Our goal is to combine the owner's criteria with our technical expertise to produce systems that meet the specific requirements of the project. Factors that influence our design include life cycle costs, energy conservation, and function of each space, aesthetics and ease of maintenance.

We strive to produce contract documents that are clear in their intent and that promote competitive bidding. Whenever possible the materials and equipment specified will be readily available from local suppliers. Computer technology is used for production of specifications, engineering calculations and billing procedures.



Firm Profile - Caliber Mechanical Design
Mechanical and Plumbing Engineering Design

Caliber Mechanical Design, owned and operated by Scott E. Boyle, PE, was founded in 2013 with the idea that an engineering company can provide a superior finished product when there is an emphasis on clear communication within the A/E team. With 21 years of experience in the field, Mr. Boyle has completed designs ranging from multi-story hotels, remote cold-weather Alaskan health clinics, residential new construction and additions, California school modernizations, military base pump houses, and commercial tenant improvements. Caliber Mechanical Design is always ready to meet new project challenges and prides itself in providing top quality design documents that meet the client's needs and schedule.



PENDULUM: BALLPARK EXPERTS ON YOUR TEAM

MLB PDL Compliance Project Expertise

The introduction of the Major League Baseball (MLB) Player Development License (PDL) requirements in 2021 has totally restructured Minor League Baseball as we've known it. Pendulum will take the lead in not only complying with current MLB PDL standards at Banner Island Ballpark, but we will also be instrumental in helping the project stakeholders anticipate pending updates for the future. For instance, it has just come to our attention that MLB is currently contemplating the extension of protective netting from foul pole to foul pole for adoption in the 2025 PDL.

As we've seen with several of the recent municipalities we have assisted with PDL compliance studies in the last twelve months, including the City of Stockton, there is nothing more frustrating than funding a new facility only a season ago to now must contemplate additional expenditures of three to five million dollars because the new facility no longer complies with MLB design standards. Pendulum's experience of having active relationships with affiliate teams and ongoing conversations with MLB stakeholders will be critical to the City of Stockton as we work together to avoid short-term thinking but instead focus on the future. This methodology will work hand in hand with the to be determined General Contractor company as they lead the charge in quantify the financial impacts of the changing landscape of MLB facility requirements.

Pendulum's founding principal Jonathan Cole has devoted his entire career to the design and development of sports facilities with an emphasis on Minor League (MiLB) ballparks. With 28 built facilities on his resume, and a vault full of ballparks that didn't make it past the predevelopment phase, it is safe to say that Jonathan lives and breathes baseball.

One of the key differentiators between Jonathan and other sports architects is the amount of time he has spent working with professional baseball organizations and operators to understand their business model and pro-forma. At an early stage of his career he was mentored by Mr. Henry Stickney, former CEO of Mandalay Baseball Properties. Hank and Jonathan spent a great deal of time collaborating on Fifth Third Field in Dayton, OH, one of the most successful MLB franchises in sports history with over 17 consecutive sold out seasons and counting. During

this project Hank taught Jonathan his philosophy on maximizing the fan experience, branding, sponsorship, premium amenities, and diversity in seating inventory. Jonathan applied this knowledge to his projects that followed while continuing to hone his design skills and making edits in certain areas that coincided with his own thoughts.

When speaking with experienced operators in the baseball industry about sports architects you'll likely hear one of two things. Either the architect is a "designer", which typically has the negative connotation that the architect might design neat things but overall just doesn't understand the business side of the baseball business. In contrast you might hear, "he's a baseball guy", meaning the architect not only understands how a ballpark operates, but also is in sync with the front office/team and works hand-in-hand with them to design elements and features of the ballpark that will assist them in maximizing their financial success while avoiding things that may compromise the stated intent of the MLB Facility Standards. Although this doesn't mean that some of the rules (non player or fan safety related), shouldn't be challenged from time to time, but overall being referred to as "a baseball guy" means the architect gets what the team has set out to accomplish; Jonathan is certainly a "baseball guy".



Beyond being just a practitioner, Jonathan dedicates a great deal of time and energy in writing about his thoughts on the future of sports facility design. It is clear from his design approach that technology is the next frontier in sports. While many recent PDL Assessments completed by Pendulum are currently underway, Pendulum is fully capable and ready to begin documentation upon a Notice to Proceed from the City and complete construction documentation by December 2023, as noted in the Project Schedule section of this proposal. Below is a current list of PDL Assessments by Pendulum for reference, showcasing our expertise in this project type:

PDL Assessments: Pendulum

1. Dayton Dragons - Dayton, OH (MLB Approval)
2. Wisconsin Timber Rattlers - Appleton, WI (MLB Approval)
3. Winston Salem Dash - Winston Salem, NC (MLB Approval)
4. Springfield Cardinals - Springfield, MO (MLB Pending)
5. Stockton Ports - Stockton, CA (MLB Approval)
6. Hartford Yard Goats - Hartford, CT (MLB Approval)
7. Rocket City Trash Pandas - Madison, AL (In Progress)

Pendulum as assembled a team of highly qualified consultants to bring the City of Stockton's Banner Island Ballpark project to realization. Working closely with Pendulum, swigSPACE architects shall serve as local, California licensed project oversight and assistance with construction administration as needed. Local engineering firms CLAD Consulting, Zeltmacher, RSE & Associates, and Calibur Mechanical Design, shall use their respective expertise in projects of similar scale and complexity to deliver a successful project for the City. The Pendulum team will exceed expectations in bringing the Banner Island Ballpark project from concept/schematic design phase through construction documentation to project closeout and completion. The current and projected workload of each of the key personnel has been taken into consideration and Pendulum is committed to performing the proposed work within the time limits of the project for the City.

Quality Control of All Deliverables

Quality control assurance begins with the entire project team understanding and embracing vision and expectations the defined vision for the City of Stockton in all areas including cost, quality, scope and schedule. To have a successful project we will strike a balance between each of these aspects of the project. This understanding becomes the



basis for our agreement. The process of delivering a quality project includes four components:

1. Selecting the best team
2. Establishing expectations
3. Regularly monitoring progress toward meeting the expectations
4. Adjusting the plan of action to meet the expectations

The Pendulum team believes the process of delivering a quality project requires cooperation, communication, coordination, flexibility, and action. As you know, quality is result of selecting the best team, establishing clear expectations, incrementally monitoring progress toward meeting those expectations and making necessary adjustments to achieve the desired outcome. Creating quality is not a task, rather our team's attitude about working collaboratively with you to deliver the best possible project at Banner Island Ballpark.

The Pendulum Project Team Resumes are included in the Appendix, found at the end of our proposal.



PENDULUM REFERENCES



PENDULUM PROJECT REFERENCES

Project: Neuroscience Group Field Renovation

Reference: Rob Zerjav
President, Wisconsin Timber Rattlers
t: 704.689.4029 | e: robz@timberrattlers.com

Description and Scope of Services:

"Pendulum's design collaboration with the Timber Rattlers on the successful 2013 renovation of Neuroscience Group Field at Fox Cities Stadium was transformational – it made a statement," said Pendulum's lead architect and CEO, Jonathan O'Neil Cole. "One of the things that makes the current phase of planned improvements so special is the fact that our organizations continue to grow together. The latest round of amenities are a culmination of our experience in the market place, new ideas, proven successes, and innovative ways of creating unique and exciting experiences for attendees at games and events. We sincerely believe visiting organizations, Timber Rattlers players, coaching staff, and fans will be blown away by how an already first class facility will be taken to the next level. The bar has just been raised for all comparable sports facilities across the nation." A major change for the players is that the home and visitor clubhouses will be switching sides for next season. The visitors are moving to the current Timber Rattlers clubhouse and will be in the third base dugout starting in 2023. The Rattlers will be in the first base dugout and the current visitor clubhouse will get an extreme makeover before the Timber Rattlers can call it their home. The new home clubhouse will be twice the size of the existing home clubhouse and will feature a new circular locker room, two indoor batting cages, two player-focused areas for nutrition and relaxation, expanded offices for coaches and a dedicated female locker room, an expanded training area, and a large weight room connected to an outdoor player agility field.
Scope: \$13 Million
Date of Project Completion: April 2023

Project: CaroMont Health Park

Reference: Michael Peoples
City Manager, City of Gastonia, North Carolina
t: 704.689.4029 | e: michaelp@cityofgastonia.com

Description and Scope of Services:

Pendulum was hired by the City of Gastonia to design a six block master plan and serve as the Architect of Record for this multi-use sports facility and the surrounding development. As a strategic component for economic development in the region, FUSE will accommodate baseball, soccer, lacrosse, football, and other civic events. Multi-family housing, a



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flagship hotel, restaurants, and commercial retail and office will infill the site on the development pads to create a thriving entertainment district. Phase One Cost: \$27 Million (Base Stadium and Amenities). Master Planned Phase Two (development includes 150-key hotel, 100 square feet commercial office, 8,500 SF restaurant, and 120 unit multi-family residential building). **Scope:** \$100 Million
Date of Project Completion (ballpark): 2021

Project: Grayson Stadium Renovation

Reference: Jesse Cole
Owner, Savannah Bananas (Coastal Plains League)
t: 781.424.2499 | e: jesse@thesavannahbananas.com

Description and Scope of Services:

Pendulum has been retained by the Savannah Bananas to design a 10 year Master Plan for Grayson Stadium. The proposed improvements include enhanced visitor amenities such as new first baseline group seating, team administration expansion, right field shipping container group concourse, a new Savannah Bananas branded brewery and distribution center, concession overhaul, Airbnb tree houses and group deck, and a third baseline wading pool.
Master Plan Scope: \$10 Million



NEUROSCIENCE GROUP FIELD - APPLETON, WI

Project: Roger Dean Chevrolet Stadium Renovation

Reference: Dan Good

Vice President, Business Development, St. Louis Cardinals
t: 314.712.1300 | e: dgood@cardinals.com

Description and Scope of Services

Pendulum, along with FL-based Fawley Bryant, has been hired in an architectural joint venture to renovate Roger Dean Chevrolet Stadium Complex in Jupiter, FL, home of the St. Louis Cardinals and Miami Marlins Spring Training. This extensive renovation includes, but is not limited to, the design and implementation of state of the art visitor amenities including picnic areas, premium seating, 360 degree wrap around concourse, and a complete concession/food service overhaul. In addition to visitor amenities Pendulum is addressing updated design requirements for player and operations including the addition of female staff, coaching and umpire lockers, new press accommodations, new team store/retail amenities, new public art plazas, and a new baseball administration office. The spring training specific programing that is being demolished in its entirety and replaced includes two (2) 70,000 square foot clubhouses, two (2) enclosed batting/pitching facilities, and an expanded field maintenance building/operations yard.

Scope: \$108 Million

Date of Project Completion: Est. 2023

Project: Dunkin' Donuts Park

Reference: Josh Solomon

Owner, Hartford Yard Goats (AA Colorado Rockies Affiliate), Hartford, CT
t: 978.460.0885 | e: jsolomon@yardgoatsbaseball.com

Description and Scope of Services

Dunkin' Donuts Park is 6,500 seat Eastern League Class AA Stadium sited in the heart of Downtown Hartford, CT. The building program consists of diverse seating amenities, a premium banquet/club space to accommodate 600 patrons, premium suites as well as 100,000 square feet of enclosed operations space. Pendulum's Jonathan Cole served as the role of Architect of Record and Lead Design Principal.

Ballpark Cost: \$75 Million

Surrounding Development Master Plan Scope: \$350 Million

Date of Project Completion: 2017

Project: CoolToday Park: Atlanta Braves Spring Training Facility

Reference: Chip Moore

EVP Florida Operations & Minor League Affiliates, Atlanta Braves
t: 404.614.1330 | e: chip.moore@braves.com

Description and Scope of Services

CoolToday Park is an 80-acre sports campus that consists of 55,000 square feet of major and minor league clubhouses, 15,000 square feet of team training spaces, indoor weight training, nutrition center, and a 8,500 seat stadium with premium amenities and robust press accommodations. Pendulum's Jonathan Cole served the role of Stadium Architect and Signage + Way-Finding Designer.

Cost: \$125 Million

Date of Project Completion: 2019

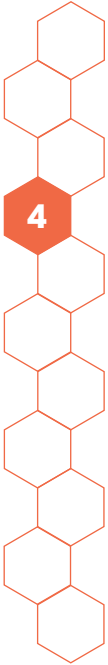


"I have been associated with Jonathan on projects ranging from design-build of a minor league facility, renovation of a facility and a spring training complex - each with their own unique sets of challenges. Jonathan and his team are both listeners and creators. They listen to what the clients' objectives are and create ideas that fill those needs. They use these characteristics from initial design, through value engineering and on the ground during construction through opening."
- Chip Moore, Atlanta Braves



PROJECT UNDERSTANDING + APPROACH

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PROJECT UNDERSTANDING + APPROACH

As stated previously in the Project Team section, Pendulum is the ballpark expert on your team. We fully understand the City's Project based on the Scope of Work outlined in the Request for Proposals and are confident in our team's ability to deliver a state-of-the-art and successful project that will exceed expectations.

Process Leadership

The Pendulum team prides itself on proactive and highly communicative leadership style. While we possess direct experience and industry knowledge specifically in the planning, design and construction of ballparks for municipal clients, we will strive to understand the uniqueness of the City and future tenant's operational, strategic situation and needs. We will assist you in understanding how solutions that address the immediate needs of your organization may impact the marketability or adaptability of your investment over time.

Schedule Management

Control of the schedule and phasing of the construction work is an important part of our work. The project must be planned, designed, and constructed on time. Our team is very knowledgeable in the use of the critical path scheduling methodology and the usages of proprietary software to facilitate the process. A master schedule will be developed that will broadly be categorized into the following categories within the program: design, bidding/award, construction, close-out and commissioning. As part of the scheduling process, critical milestone dates will be identified for the design and construction work. This will enable the representatives to easily track the project as well as provide the schedule framework for the team.

The development of a project schedule would occur after program validation. This schedule becomes the reference point, and is continuously re-evaluated at the critical milestones of each phase of the program. This enables all members of the project team to take ownership, as a stakeholder, in the success of meeting the schedule deadline.

Design phase activities are typically charted after analysis of the

workforce requirements and are updated during regular internal scheduling review meetings.

Our team members are committed to dedicating the time required in order to meet the project's schedules. We are committed to meeting any established completion date with efficiency and accuracy. We have a reputation of achieving customer satisfaction by meeting all the programmatic requirements and by maintaining budgets and schedules, while being constantly aware of the project goals.

Key Elements: establish a critical-path bar chart schedule, establish project milestones and approach, evaluate scheduled hours and job assignments, perform daily in-house checks/reviews, and perform weekly reviews and publish project updates.

BUDGET MANAGEMENT

The most critical aspect of a project is setting and adhering to a budget. We use industry metrics, regional adjustments, and job specific data regarding scheduling, sequencing, and constructibility factors to set an honest budget. From that point we don't just measure our progress at the end of each phase, but continuously track adherence in order to give both key project stakeholders and designers the information required for systems and materials selection. We believe our ability to adhere to a budget is a reflection of both our integrity and professional ability. The Pendulum Team outlines and maintains a chain of responsibility, establishing a plan for clear communication and accountability. Ongoing dialogue and decision transparency optimize the final product. Because owning the budget is a key aspect of a successful partnership, we hold ourselves accountable at each step of the process:

VISIONING

To achieve effective cost management, we work with the client to define project intent, purpose, and priorities early and re-affirm these throughout a project's development. The client's vision is communicated and revisited throughout the delivery process with key stakeholders to maintain a focused response to the client's expectations for: communication of their brand, staff and student recruitment, level of capital commitment,

operational efficiencies, maintenance planning, and asset market value.

BENCHMARKING

Scope: We analyze the scope by order of magnitude estimate based on the basic building type, program, existing and market conditions to set a benchmark for design strategy and intent. Significantly impactful cost considerations specific to the project are added, such as zoning and land use compliance, state of existing site infrastructure, utility availability, and existing condition of building structural, envelope, and environmental systems. For each solution proposed, we also layer in a series of cost alternatives for comparison and discussion. Constructibility: We utilize our market knowledge regarding availability of materials and work force to break down the construction budget by master-spec divisions. This strategically positions the project to benefit from advantageous market and purchasing conditions and avoid constructibility pitfalls. It provides a credible and reliable construction cost estimate.

DESIGN ALONGSIDE BUDGET

As the design and its documentation are further developed, cost estimates for each system and major component are re-visited with greater precision and more accurate estimating methods. We utilize traditional subscription software, a proprietary historical costing database, and knowledge derived from similar projects to hone the budget alongside the design.

LIFE CYCLE COSTING

Another component of budget management is to support the long-term investment strategy of the client. During design the initial construction investment often overshadows the total cost of ownership, however initial building costs represent, on average, only 3-5% of the total cost of ownership over the life of a facility. As partners in the process, we work with you to measure the 15 and 30-year cost implications of design decisions to weigh the long-term expense.

CONSTRUCTION ADMINISTRATION APPROACH

Construction Administration services offered by the Pendulum Team

far exceed what is commonly offered in the industry. On your behalf, we issue comprehensive documents, provide clear directions, keep meticulous records, promptly respond to all inquiries, and maintain strong lines of communication in order to make the construction phase as seamless as possible. We think of our role during construction as an extension of our commitment to the success of the project and a reflection of both our ability and integrity, and includes:

- Active participation in coordination meetings
- Careful review of all shop drawings
- Regularly scheduled on-sight observation of work
- Timely response to all Requests for Information (RFIs) & Stewardship of detailed RFI log and Field Reports
- Review, evaluation, and recommendation to owner regarding the contractor's request for payment.
- Prior to the final acceptance of work: 1) Delivery of a detailed punch list, indicating all necessary corrections and incomplete items, to all concerned parties. 2) Final walk-through to confirm services, systems, and design elements are rendered complete and meet the project team's level of satisfaction.

We understand a project's success is determined by its final product, not just by the quality of documents we issue. Our commitment to a project extends across its duration. That is why it is important to us to be engaged with the construction phase of a project's delivery. We work together with stakeholders to identify creative solutions, remove potential obstacles, and set, measure, and implement client expectations throughout the construction phase.

This sense of ownership and accountability for each project is what sets our team apart from our competition.



PROJECT WORK PLAN



WORK PLAN

BANNER ISLAND BALLPARK MLB STANDARDS UPGRADE PROJECT WORK PLAN

The Pendulum Team intends to use its expertise in the design and development of ballparks, and specifically MLB Standards Projects, to accomplish the scope of work outlined in the RFP, Section 2.0. Pendulum shall provide the necessary final plans, specifications, and estimates documents in a bid-ready format as required by the City. Pendulum will coordinate with the City throughout each phase of the design and construction of this project in a proposed work plan format as follows:

1. KICK OFF, DESIGN, AND PRE-CONSTRUCTION MEETING

- a. Upon notification of selection and authorization to proceed, Pendulum will schedule a Zoom conference with all stakeholders (City Representatives, Ownership, Team, etc.) to make introductions, establish project overview and general consensus. This will be a good meeting to hear the perspective of all individual parties with any high level operational concerns, relevant City initiatives and objectives (that may not already be listed in the RFP).
- b. It is critical that we also establish documentation standards as they relate to the Banner Island Ballpark project as well as secure any available files for our use (i.e. electronic drawings - CAD, REVIT, Survey, environmental information, storm water studies, etc. if applicable). We foresee this to be a very streamline process based on Pendulum's recent work with the City and the Space Utilization Drawings and Study conducted in 2022.
- c. The Pendulum team will also participate in the City's review and selection process for the General Contractor. We will establish the expectations from the City for our participation during the kick-off meeting to ensure the process and selection is successful.
- d. We will establish a bi-weekly meeting schedule for stakeholders (Zoom)
 - i. Required Participants: City Representation, Tenant Representation, and Pendulum team
 - ii. Required time commitment: 2 hours (approximately)



2. DESIGN DOCUMENTATION: FINAL CONCEPTUAL AND SCHEMATIC DESIGN

- a. Our team will use the existing basis of design and Space Utilization Drawings as attached with the Request for Proposals to proceed with the completion of Conceptual Design and begin Schematic Design Documentation within 1-2 Weeks of the official Notice to Proceed.
- b. Pendulum's Conceptual and Schematic Design Documentation will include the following:
 - i. Illustrated floor plan studies of altered building program areas proving compliance with goals and requirements - develop final design for City stakeholder and Team consideration
 - ii. Use excerpts from the BIM model exhibiting scope of work and proposed modifications
 - iii. 3D renderings of proposed areas including operations, visitor amenities, etc.
 - iv. Confirm final cost estimate/schedule of values for all proposed improvements
 - v. Finalize schedule for implementation (design and construction).
 1. Required Participants: Pendulum team - all disciplines
 2. Required Participants: City Stakeholders and Tenant
 3. Required time commitment for design and compilation: Eight Weeks - As Noted in the Pendulum proposed Schedule (this will also include bi-weekly review with City Stakeholders).
 - vi. Pendulum shall prepare a final report that shall include but is not limited to, a comprehensive description of the preferred schematic design of all project programming with detailed cost data estimates (of both construction and total project costs) and a final schedule for implementation.
 - vii. The final report will also address any comments provided by City of Stockton Stakeholders in response to any/all preliminary drafts of the final report.
- c. Estimates gathering and Official City Review Time: 2 Weeks

3. DESIGN DEVELOPMENT

Upon approval of Pendulum's Schematic Design and official notice to proceed with Design Development, the Pendulum team will proceed with

WORK PLAN, CONT.

the following drawing deliverables:

- Utility modifications (if needed) sized, identified and coordinate with local utility companies.
 - Preliminary site grading plan (at required locations)
 - Parking lot requirements - as needed
 - Site materials and landscape identified.
 - Architectural plans, sections, and elevations
 - Typical architectural construction details
 - Illustrative three dimensional modeling
 - Exterior building material identification (as required at specific locations)
 - Foundation design completed (at required locations)
 - Mechanical, electrical, plumbing and fire protections systems and equipment located, sized and capacities identified.
 - Initial interior selection of finish materials identified
 - Technical specifications outlined
 - Low voltage wiring identified
 - Budget reconciliation and estimate
 - Preliminary Anticipated Schedule - Two Months or 8 Weeks
- Estimates gathering and Official City Review Time: 4 Weeks

4. CONSTRUCTION DOCUMENTS

Upon approval of Pendulum's Schematic Design and official notice to proceed with Design Development, the Pendulum team will proceed with the following drawing deliverables in the construction documentation phase:

- Preparation of bidding documents for all work identified in CSI Divisions
- Finalize bidding forms and procedures
- Finalize general supplementary conditions of the construction contract
- Finalize general requirements
- Finalize technical specification sections
- Update architect's schedule
- Update budget for cost of work
- Preliminary Anticipated Schedule - Three Months or 12 Weeks

Construction Documents will be completed by December 2023 in the form of As-Built Drawings as outlined and detailed in the RFP by the City. Pendulum anticipates the bidding and permitting process to be approximately 4-12 Weeks in duration.

CONSTRUCTION ADMINISTRATION

Upon approval of Construction Documents, bidding and permitting the Pendulum team will proceed with the following drawing deliverables if the City so desires:

- Conducting and attending progress meetings
- Conducting and attending construction coordination meetings with City and Team
- Administer monthly payment applications and changes in work
- Process submittals including receipt, review of and appropriate action on shop drawings, product data, samples and other submittal required by contract documents
- Review of claims, disputes or other matters between City and Contractor relating to the execution or progress of the Work as provided in the Contract Documents
- Rendering written decisions within a reasonable time and following the procedures set forth thereafter. Said procedures are as follows:
 - Subcontractor submits question or submittal to construction manager for review
 - Construction manager reviews said question against Architectural/Engineering documents to confirm scope/question is in fact valid.
 - If request for information is valid, construction manager shall distribute the information in the form of an official Request For Information (RFI), or Submittal - electronically (PDF format) to Pendulum and swigSPACE (Architect of Record) for distribution to the appropriate team member. Construction manager shall also copy the City on all RFI and Submittals for information only.
 - Preparation, reproduction and distribution of supplemental drawings, specifications and interpretations in response to request for clarification by contractors or the City

- Forwarding City instructions and providing guidance the contractors on the City's behalf relative to changed requirements and schedule revisions

Project closeout

- A detailed inspection with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractors of items to be completed or corrected. This shall include no less than two (2) site visits.
- Determination of the amounts to be withheld until final completion.
- Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payments.
- Issuance of Certificates of Substantial Completion.
- Inspection upon notice by the Contractor of deficiencies found in follow-up inspection, if any.
- Final inspection with the Owner's representative to verify final completion of the Work.
- Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of liens or bond indemnifying the Owner against liens.
- Prior to expiration of one year from the date of Substantial Completion, Architect shall, without additional compensation, conduct a meeting with Owner to review the facility's operations and performance; and, assist with modifications to any substandard or faulty design as reasonably determined by Owner.
- Preliminary Anticipated Schedule - Approximately 10-12 Months or 40-44 Weeks, subject to discussion based on phasing and General Contractor and Owner's Needs to comply with MLB requirements and seasonal play



DUNKIN' DONUTS PARK - HARTFORD, CT



FUSE DISTRICT MASTER PLAN - GASTONIA, NC

“We can design to any budget -
we specialize in doing a lot with very little.”
- Jonathan O’Neil Cole, Pendulum CEO



PROJECT WORK MATRIX

EXHIBIT 1

WORK MATRIX

Pendulum + swigSPACE - Architecture										
Name & Title	rate \$/hr	Programming and Concept		Schematic design		Design development		Construction documents		Construction Administration
		hours	% of Work	hours	% of Work	hours	% of Work	hours	% of Work	hours
Jonathan Cole - Lead Architect	\$250	25	19	80	20	65	16	80	16	60
John Iiams - Senior Project Manager	\$175	25	19	80	20	60	14	80	16	200
Jacob Coburn - Project Architect	\$150	30	23	120	30	150	36	200	40	200
Beau Constant - Project Designer	\$110	50	38	125	31	140	34	80	16	80
Ian Glidden - Architect of Record	\$225		0					60	12	60
Total/phase		130		405		415		500		600
Rose Sing Eastham and Associates - Electrical Engineering										
Title	rate \$/hr	Programming and Concept		Schematic design		Design development		Construction documents		Construction Administration
		hours	% of Work	hours	% of Work	hours	% of Work	hours	% of Work	hours
Steve Eastham - Principal Electrical Engineer	\$200	0		15		25		40		10
Total/phase		0		15		25		40		10
CLAD Consulting - Civil Engineering										
Title	rate \$/hr	Programming and Concept		Schematic design		Design development		Construction documents		Construction Administration
		hours	% of Work	hours	% of Work	hours	% of Work	hours	% of Work	hours
L. Alberto Lopez - Principal Civil Engineer	\$150	0		12		15		30		10
Total/phase		0		12		15		30		10
Calibur Mechanical Design - Mechanical/Plumbing Engineering										
Title	rate \$/hr	Programming and Concept		Schematic design		Design development		Construction documents		Construction Administration
		hours	% of Work	hours	% of Work	hours	% of Work	hours	% of Work	hours
Scott E. Boyle - Principal Mechanical Engineer	\$130	0		40		60		80		30
Total/phase		0		40		60		80		30
Zelmscher Structural Design Engineering										
Title	rate \$/hr	Programming and Concept		Schematic design		Design development		Construction documents		Construction Administration
		hours	% of Work	hours	% of Work	hours	% of Work	hours	% of Work	hours
Andrew Randolph - Structural Engineer of Record	\$145	0		12	23	30	27	60	27	20
Ryan Fitzpatrick - Technical Structural Manager	\$145	0		20	38	40	36	80	36	20
Mike Auchter - Structural Project Manager	\$135	0		20	38	40	36	80	36	20
Total/phase		0		52		110		220		60

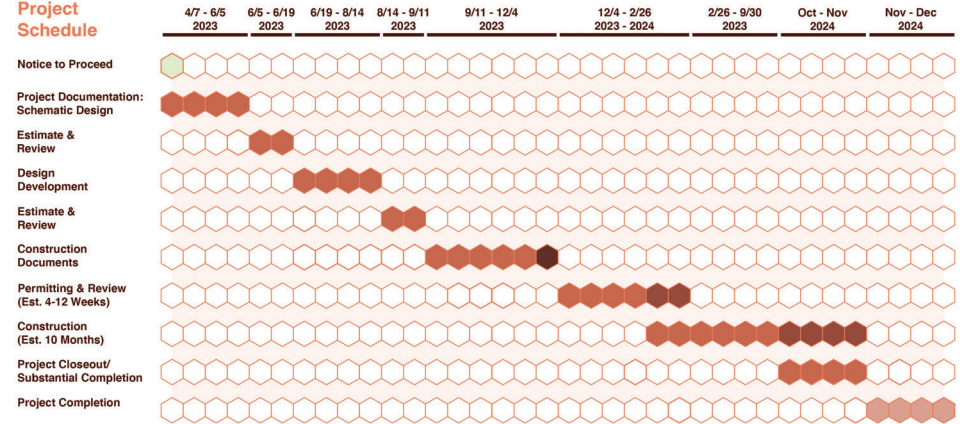
Pendulum's direct overhead rates are at an approximately 1.25% difference to the marked up billed hourly rates.
All other overhead and direct labor rates/costs are available upon request.




PENDULUM PROPOSED SCHEDULE



Project Schedule



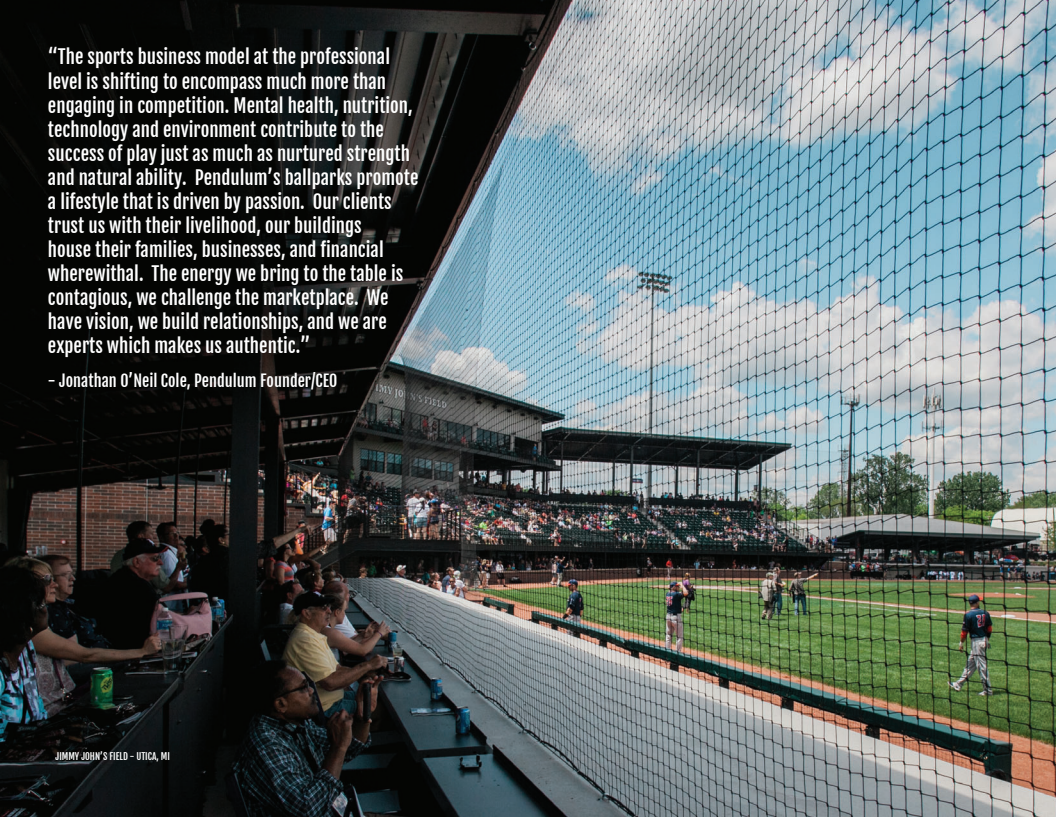
 Construction Documents completed by December 2023

The Pendulum Project Work Plan details each task and assignments for architectural and engineering services as required.

PROJECT SCHEDULE

"The sports business model at the professional level is shifting to encompass much more than engaging in competition. Mental health, nutrition, technology and environment contribute to the success of play just as much as nurtured strength and natural ability. Pendulum's ballparks promote a lifestyle that is driven by passion. Our clients trust us with their livelihood, our buildings house their families, businesses, and financial wherewithal. The energy we bring to the table is contagious, we challenge the marketplace. We have vision, we build relationships, and we are experts which makes us authentic."

- Jonathan O'Neil Cole, Pendulum Founder/CEO



JIMMY JOHN'S FIELD - UTTICA, MI

EXHIBIT 1



APPENDIX AND ATTACHMENTS



JONATHAN O'NEIL COLE, AIA, NCARB, NOMA
LEAD ARCHITECT
PENDULUM



BIO

Jonathan Cole is the founding principal of Pendulum Studio, a Kansas City, MO based architectural practice that specializes in the design and documentation of civic structures, multi-family housing, and sports facilities. Cole is responsible for national business development, design, and management of sports projects that range in value from five to fifty million dollars each. He has an eye for design that is complimented by his ability to realize in every project the potential to deliver long-term value to his clients and their stakeholders. Cole has developed an expertise in the development of community-oriented designs that foster environmental and economic sustainability. It is for this reason that Cole is considered one of the leading minds in the sports facility design world.

From a very young age Cole was groomed for leadership in the sports architecture marketplace. Cole graduated with a Bachelor of Architecture from California Polytechnic University Pomona, School of Environmental Design in 1995. He was immediately recruited by HNTB, a large Architectural/Engineering firm that specializes in the design of sports facilities. In early 1996 Cole was assigned to work as a staff architect on the major renovation of O.co Coliseum, the current home of the Major League Baseball (MLB) Oakland A's and National Football League (NFL) Oakland Raiders franchises. Following the completion of both projects, Cole joined the design team tasked with renovating Oracle Arena, the current home of the National Basketball Association (NBA) Golden State Warriors franchise. Shortly after the completion of the Oracle Arena renovation, Cole was relocated by HNTB to their central division headquarters located in Kansas City, MO. His primary role was to lead design and development efforts on major and minor league ballparks. This move proved to be the catalyst for Cole's growth and notoriety in the ballpark design marketplace.

Cole has led design efforts on over thirty minor league ballparks across the nation in the past 28 years. During this time he has worked in the capacity of market leader and project architect with a number of internationally recognized sports architecture firms including HNTB Corporation, Populous (formerly known as HOK), and 360 Architecture Inc. In May of 2007 Cole took his passion for the built environment, forward thinking business model and architectural pedigree and created Pendulum Studio, his own strategy-oriented and client-centered practice.

Since Pendulum's launch, Cole has enjoyed a number of major accomplishments in the sports world. In June of 2010 the Normal Cornbelters, a Frontier League-affiliated independent baseball team located approximately two hours south of Chicago, celebrated their inaugural season in a new twelve-million-dollar ballpark designed by Pendulum. Fast forward ten years Pendulum completed Dunkin' Donuts Park located in Hartford, CT that was awarded ballparkdigest.com "2017, 2018, 2021 and 2022 Best Ballpark," baseballparks.com "2017 Ballpark of the Year," Connecticut Magazine's "2017 Best Place To Watch A Game," Hartford Magazine "2018 Best Sports Venue," and the CSI-KC Award "2018 Excellence in Craftsmanship."



EDUCATION

Bachelor of Architecture 1995
 California Polytechnic University Pomona

PROFESSIONAL EXPERIENCE

HNTB Corporation, Designer 1995 - 2001
 HOK Sport, Lead Designer 2001 - 2006
 360 Architecture, Lead Designer 2006 - 2007
 Pendulum, Principal 2007 - Present

REGISTRATION

AZ, CT, FL, GA, IL, KS, MA, MD, MI, MO, NC, NY, OH, RI, SC, TX, WI, New Zealand

CERTIFICATIONS

National Council of Architectural Registration Boards (NCARB)

MEMBERSHIPS

American Institute of Architects (AIA)
 AIA Pillars Leadership Program Graduate
 National Organization of Minority Architects (NOMA)

MAJOR LEAGUE BASEBALL EXPERIENCE

Oakland Coliseum Renovation - Oakland, CA 1997
 Busch Stadium - St. Louis, MO 2006
 CoofToday Park - Atlanta Braves Spring Training - North Port, FL 2019

MINOR LEAGUE BASEBALL EXPERIENCE

*Louisville Slugger Field - Louisville, KY 2000
 *Fifth Third Field - Dayton, OH 2000
 *O'Brien Field - Peoria, IL 2002
 *U.S. Steel Yard - Gary, IN 2002
 *Baseball Grounds of Jacksonville - Jacksonville, FL 2003
 *John O'Donnell Stadium Renovation - Davenport, IA 2004
 *Trustmark Park - Pearl, MS 2005
 *The Hoover Met Renovation - Hoover, AL 2006
 *University of South Carolina Ballpark - Columbia, SC 2008
 *Modern Woodmen Park Renovation - Davenport, IA 2008
 *BB&T Ballpark - Winston Salem, NC 2009



The Corn Crib - Normal, IL 2010
 Time Warner Cable Field - Grand Chute, WI 2013
 Holly Springs Park - Holly Springs, NC 2014
 Athletic Park - Wausau, WI 2014
 Autozone Park - Memphis, TN 2015
 Jimmy John's Field - Utica, MI 2016
 Dunkin' Donuts Park - Hartford, CT 2017
 Luther Williams Field - Macon, GA 2018
 The Corner Ballpark - PAL Headquarters - Detroit, MI 2018
 Capital Credit Union Park - Ashwaubenon, WI 2019
 CaroMont Health Park - Gastonia, NC 2021

SPORTS FACILITY MASTER PLANNING

Montreal Excitation - Quebec Canada 2010
 Perfect Game Training Complex - Osceola, FL 2010
 AP23 Sports Complex - Columbus, OH 2011
 Beloit Snappers Ballpark - Beloit, WI 2011
 Comerica Park Outfield Improvements - Detroit, MI 2011
 Green Bay Bullfrogs Ballpark - Green Bay, WI 2012
 Flossmoor Training Complex - Flossmoor, IL 2012
 Michigan City Ballpark - Michigan City, IN 2012
 Regions Field Master Plan - Birmingham, AL 2012
 Fair Park Master Plan - Birmingham, AL 2012
 Rickwood Field Master Plan - Birmingham, AL 2012
 Parade Park Training Complex - Kansas City, MO 2013
 Knoxville Smokies Renovations - Knoxville, TN 2013
 Utica Baseball Complex - Utica, MI 2013
 Historic Tiger Stadium Master Plan - Detroit, MI 2014
 Franklin Ballpark - Franklin, WI 2014
 Reverchon Park Master Plan - Dallas, TX 2014
 AutoZone Park Master Plan - Memphis, TN 2015

scan QR code to visit Jonathan's LinkedIn profile





JOHN IIAMS
SENIOR PROJECT MANAGER
PENDULUM



BIO

John is an associate principal and senior project manager with a focus on fast-tracked project management, schematic design, 3D modeling and visualization. With a background in photography and design, John brings a diverse eye to architectural design solutions. With a professional history focused on sports architecture, John has an evolving understanding of the programmatic requirements and the design challenges that are unique to such project types.

Prior to joining Pendulum, John spent over five years with 360 Architecture. Much of his focus was on conceptual design and generating 3D representations of design solutions. Through his involvement on large-scale sports complexes and corporate headquarter facilities, John realizes what it takes to develop a project from early concept to final built environment.

With Pendulum, John has become an essential asset and the right hand of the firm. John manages both sport and commercial projects, taking on the role of project manager for multi-family residential complexes and small boutique projects alike. John is an integral part of each Pendulum project from kickoff to construction to opening, working with the entire design team, construction managers and contractors on site.

EDUCATION

Bachelor of Architecture
 Kansas State University 2007

PROFESSIONAL EXPERIENCE

Pendulum Studio 2012 - Present
 360 Architecture 2007 - 2012

MAJOR LEAGUE EXPERIENCE

Atlanta Braves Spring Training Complex - 2019
 North Port, FL

MINOR LEAGUE EXPERIENCE

USA Baseball Complex - Cary, NC 2012
 Neuroscience Group Field - Appleton, WI 2013
 Bakersfield Commons Ballpark - Bakersfield, CA 2013

Holly Springs Park - Holly Springs, NC 2014
 Athletic Park - Wausau, WI 2014
 Warner Park - Madison, WI 2015
 AutoZone Park - Memphis, TN 2015
 Jimmy John's Field - Utica, MI 2016
 Dunkin' Donuts Park - Hartford, CT 2017
 Luther Williams Field - Macon, GA 2018
 The Corner Ballpark - PAL Headquarters - Detroit, MI 2018
 Capital Credit Union Park - Ashwaubenon, WI 2019
 CaroMont Health Park - Gastonia, NC 2021

Downtown Kansas City Royals Ballpark 2019
 Study
 Oasis Sports Complex Master Plan - 2020
 Mesa, AZ



IAN GLIDDEN
ARCHITECT OF RECORD
SWIGSPACE

BIO

Mr. Glidden has experiences in all phases of the design and management process on projects varying from multimillion dollar sports facilities to high-end custom single-family homes worldwide. Ian holds the strong belief that there is much to learn from the construction experience and continues to actively participate on a project during construction. The ability to understand construction is important reinforcing the need for a high level of technical competence. swigSPACE was formed in 2020 with his architect wife after running his independent practice since 2008. swigSPACE is based in Marin County north of San Francisco and focuses on regional projects ranging from small commercial projects to high-end custom single-family homes. Much of our work is in collaboration with other architects and designers.

REGISTRATION

Registered Architect: California License C-29209
 Registered Architect: Hawaii License RA-16317

EDUCATION

Bachelors of Architecture, Iowa State University, 1990
 University of Bath, Bath England The Don College, Tasmania Australia

SPORTS FACILITY EXPERIENCE

Stockton Events Center and Stockton Arena*, Stockton, California

Design for Lodi Grape Bowl Renovations, Lodi, California

Nat Bailey Stadium Renovation*, Vancouver, B.C. Canada

*While with 360 Architecture/Heinlein Schrock & Stearns





ANDREW RANDOLPH, SE
STRUCTURAL ENGINEER OF RECORD
ZELTMACHER



BIO

As acting President of Zeltmacher, Andrew brings more than 20 years of experience in structural design engineering across many industry sectors throughout California and the western United States. His primary areas of expertise are industrial facilities, schools, commercial offices and highly customized residential projects, all using an array of structural materials. As evident through relationships with previous clients, his primary goal is to ensure clients receive structural solutions that completely fulfill their project requirements. Andrew is currently active in the Structural Engineers Association of California (SEAC) in addition to several other non-project organizations.

LICENSES

CA Structural Engineer
 License #5010
 CA Civil Engineer
 License #59184



RYAN FITZPATRICK, SE
TECHNICAL STRUCTURAL MANAGER
ZELTMACHER

BIO

With a passion for teamwork and innovative solutions, Ryan has performed structural engineering analysis and design since 2007. He currently functions as Vice-President of the company and design engineer on many of Zeltmacher's projects. His primary experience is in commercial office and warehouse buildings, seismic retrofitting and analysis, industrial and high-end residential projects. Ryan maintains an active membership in American Society of Civil Engineers (ASCE) and the Structural Engineers Association of California (SEAC).

LICENSES

CA Structural Engineer
 License #6651
 CA Civil Engineer
 License #78344



MIKE AUCHTER, PE
STRUCTURAL PROJECT MANAGER
ZELTMACHER

EXHIBIT 1



BIO

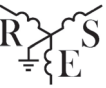
Mike brings more than 20 years of experience in structural engineering and project management. His primary experience is in public sector projects including City and Country governments, K-12 schools and Federal/Military projects. Throughout his career, Mike has worked on projects of various size and complexity and likes to provide timely, quality and responsive service to each client. Mike will be the primary point of contact should ZSDE be selected.

LICENSES

CA Civil Engineer
 License #64422



STEVE EASTHAM, P.E.
PRINCIPAL ELECTRICAL ENGINEER
ROSE SING EASTHAM & ASSOCIATES



BIO

Mr. Eastham obtained his Bachelors of Science in Electrical Engineering from the University of the Pacific located in Stockton, CA. Mr. Eastham pursued engineering in the industrial setting of Frito-Lay in Modesto, CA, directly out of college, where he managed numerous plant capital improvement projects. Upon returning to the southern central valley, Mr. Eastham began working for an electrical engineering consulting firm specializing in new and remodel construction throughout the state of California, with an emphasis on Airport Facility projects. During this time, Mr. Eastham gained invaluable experience in the design, bidding, procurement, and construction industry. Lastly, Mr. Eastham worked as the engineering manager for Guardian Glass, an industrial manufacturer of flat glass, where Mr. Eastham managed a team of engineers to improve and maintain the efficiency throughout the facility. Mr. Eastham holds a professional engineering license from the State of California and has provided electrical designs for a number of different industries including airports, healthcare facilities, school districts, religious facilities, public parks, lift stations, solar (residential and commercial), industrial, business offices, and residential homes. Mr. Eastham is intimately familiar with the code compliant issues and jurisdictions governing the proper design and construction of these varied projects.





L. ALBERTO LOPEZ, RCE, QSD/P
PRINCIPAL CIVIL ENGINEER
CLAD CONSULTING



BIO

L. Alberto Lopez has over 20 years of experience in the civil engineering field, managing projects, design teams, and inspecting a wide range of projects. Alberto has had the opportunity to work on projects that include the design, inspection, and construction management of water, sewer, streets, drainage improvements, flood structures, and traffic control. He is a qualified Stormwater Pollution Prevention Plan (SWPPP) Developer and Practitioner. He has written and inspected SWPPPs throughout California. His professional career includes time as an inspector and plan checker with the County of Kern Engineering and Survey Services Department, a field engineer with Granite Construction, and over 15 years as a consulting engineer. Mr. Lopez routinely manages a staff of 10 – 20 people through various projects, assigning the right personnel to the correct project to best use their individual strengths.

PROFESSIONAL REGISTRATIONS

Registered Civil Engineer No. 67602, State of California

EDUCATION

Bachelor of Science, Civil Engineering - California Polytechnic State University San Luis Obispo, CA

RELEVANT PROJECT EXPERIENCE

Spanos Stadium Turf Improvements, San Luis Obispo, California

Upper Field Turf Improvements, San Luis Obispo, California

On Call Engineering Services FY 22/23, City of Pismo Beach, Project Manager/Inspector

Safe Routes to School Sidewalk Infill Project, City of Grover Beach, Grover Beach, California

Pacific Gas and Electric Vehicle Charge Stations, California

Lucia Mar Unified School District, Arroyo Grande, California

Cal Poly Solar Farm and Solar Lab, San Luis Obispo

Nipomo High School and Grover Beach Elementary School, California



SCOTT E. BOYLE, PE, LEED AP
PRINCIPAL MECHANICAL AND PLUMBING ENGINEER
CALIBER MECHANICAL DESIGN

EXHIBIT 1



BIO

Founded and operated by Scott E. Boyle, PE, Caliber Mechanical Design opened its doors in 2013 with the idea that an engineering company can provide a superior finished product when there is an emphasis on clear communication within the A/E team. Mr. Boyle grew up in Visalia, graduated from Mt Whitney High School, and earned his Bachelor of Science and Master of Science degrees in Engineering from Cal Poly SLO. With 20 years of experience in the field, Mr. Boyle has worked on a wide range of building types including multi-tenant housing projects, California school modernizations and new construction, multi-story hotels, fast-food restaurants, coffee houses, office buildings, vehicle repair facilities, remote cold-weather Alaskan health clinics, military base pump houses, and high-end custom homes. Caliber Mechanical Design is always ready to meet new project challenges and prides itself in providing top quality design documents that meet the client's needs and schedule.

PROFESSIONAL REGISTRATIONS

California Polytechnic State University (Cal Poly), San Luis Obispo
 B.S. General Engineering (Mechanical Engineering Emphasis); June 1998
 M.S Engineering: June 2002

LEED Accredited Professional: 6/2008-Present

State of California Licensed Professional Mechanical Engineer (12/2007-Present, License No M34330)

State of Alaska Professional Mechanical Engineer (6/2006-12/2008, License No 11522)

U.S. D.O.D Secret Clearance (2000-2001)

Northern Design Course, University of Alaska, Anchorage, 2003

WORK EXPERIENCE

Caliber Mechanical Design – Mechanical Engineer / Owner (10/13 – Present)

Teter A+E, LLC, Visalia, CA – Mech. Engineer / Project Manager (10/07 – 9/13)

Alaska Native Tribal Health Consortium, Anchorage, AK – Engineering Support Services Mechanical Engineer (5/06 – 10/07)

PDC, Inc, Anchorage, AK – Mechanical Staff Engineer (11/03 – 5/06)

RSA Engineering, Inc, Anchorage AK – Mechanical Staff Engineer (9/02 – 11/03)

Northrop Grumman / Litton, Goleta, CA – Mechanical Design Engineer / Systems Test Engineer (9/99 – 5/02)



FINANCIAL STATEMENT

Pendulum's Financial Statement included herein are intended solely for the use of the individual or entity to whom this proposal is addressed and contain confidential and privileged information protected by law.

EXHIBIT 1

Pendulum Studio LLC

Balance Sheet
As of March 22, 2023

	TOTAL
ASSETS	
Current Assets	\$891,365.77
Fixed Assets	\$741,318.23
TOTAL ASSETS	\$1,632,684.00
LIABILITIES AND EQUITY	
Liabilities	\$504,745.32
Equity	\$1,127,938.68
TOTAL LIABILITIES AND EQUITY	\$1,632,684.00

Pendulum Studio LLC

Profit and Loss
January - December 2022

	TOTAL
Income	\$1,984,204.16
GROSS PROFIT	\$1,984,204.16
Expenses	\$1,555,200.39
NET OPERATING INCOME	\$429,003.77
Other Income	\$2,012.92
NET OTHER INCOME	\$2,012.92
NET INCOME	\$431,016.69



ATTACHMENT B- PROPONENT'S COVENANT

In submitting this proposal, as herein described, the Proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter into contract negotiations and furnish the services specified.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.
4. They have reviewed all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid.
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

PENDULUM STUDIO LLC

FIRM

1512 HOLMES STREET, KANSAS CITY, MISSOURI, 64108

ADDRESS

[Signature]

JONATHAN O'NEIL COLE, MARCH 22, 2023

SIGNED BY & DATE

FOUNDER/CEO

TITLE OR AGENCY

816.335.3030/816.335.3040

PHONE/FAX NUMBER

JONATHAN@PENDULUMKC.COM

EMAIL



No. 2 AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF MISSOURI,)ss.

County of JACKSON)

(insert)

JONATHAN O'NEIL COLE being first duly sworn, deposes and says: That they are the FOUNDER/CEO of PENDULUM STUDIO LLC a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

[Signature]

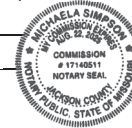
(Signature Corporation Proponent)

Subscribed and sworn to (or affirmed) before me on this 22 day of MARCH, 2023 by MICHAELA SIMPSON proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal

Signature

[Signature]
Electronic Notary Public





PENDULUM

